



**GUILFORD COUNTY SCHOOLS  
Invitation for Bid**

**Purchasing Department  
501 W. Washington Street  
Greensboro, NC 27401**

**Direct all inquiries to:**

**Invitation for Bid: 6646**

Velicia Moore

**Bid due date: April 24, 2024**

[gaddyv@gcsnc.com](mailto:gaddyv@gcsnc.com) 336-370-3240

**Commodity: Paging/Communications  
Equipment & Installation – Doris Henderson  
Newcomers School**

**NOTICE TO BIDDERS**

Proposals, subject to the conditions made a part hereof, will be received by the Guilford County Schools Purchasing Dept. at 501 W. Washington St., Greensboro, NC 27401, until **2:00 pm EST** on **Wednesday April 24, 2024** furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids **will not** be accepted.

**EXECUTION**

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

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

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

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

## **1.0 PURPOSE AND BACKGROUND**

Paging/Communications Equipment purchase, and installation as described.

## **2.0 GENERAL INFORMATION**

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

### **TAXES**

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

### **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

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

## **INSURANCE**

### **Certificate of Insurance**

Each vendor shall furnish GCS a certificate of insurance showing that the required workmen's compensation and public liability insurance are carried by the Contractor. The certificate of insurance should show that it is issued to or at the request of the Guilford County Board of Education, High Point, North Carolina. All insurance carriers shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commission of Insurance of North Carolina.

The certificate of insurance shall include substantially the following provision: The insurance policies to which this certificate refers shall not be altered or canceled until after ten (10) days' written notice of such cancellation or alteration has been sent by certified mail to the Guilford County Board of Education, High Point, North Carolina.

### **Public Liability Insurance**

The vendor shall maintain public liability insurance covering his liability for bodily injury and property damage which may arise from his operations, contractual obligations, products and completed operations, as well as operations performed by independent contractors, in not less than the following amounts:

- 1.A combined single limit (CSL) of \$1,000,000 each occurrence, or
- 2.A \$1,000,000 limit for Bodily Injury Liability, and \$1,000,000 limit for Property Damage Liability.

An occurrence form of policy will be required, and the certificate of insurance submitted by the Contractor must be personally signed by a resident licensed agent of each of the companies listed on that form.

### **Worker's Compensation Insurance**

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

### **Terms and Conditions**

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

## **3.0 SPECIFIC INFORMATION**

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### **PRE-BID CONFERENCE**

MANDATORY pre-bid site visits are scheduled for:

**Monday April 15, 2024 @ 1:00 pm** at Doris Henderson Newcomers School, 411 Friendway Road, Greensboro, NC 27410

### **BID QUESTIONS**

Upon review of the IFB documents, vendors may have questions to clarify or interpret the IFB to submit the best bid possible. To accommodate the bid questions process, vendors shall submit any such questions by **5:00 pm EST on Thursday April 18, 2024.**

Pre-Proposal Response/Addenda will be issued **Friday April 19, 2024**, via website.

**Instructions:**

Written questions shall be emailed to [techIFBq@gcsnc.com](mailto:techIFBq@gcsnc.com) by the date and time specified above. Vendors will enter "IFB #6646 – Questions" as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

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

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

**BID SUBMITTAL**

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received by the GCS Purchasing Department by the closing date and time. The proposal should be addressed in an envelope with the IFB number as shown below in the mailing instructions. It is the responsibility of the bidder to have the proposal in the Guilford County Schools Purchasing office by the specified time and date of opening. Late responses will NOT be accepted.

Attempts to submit a bid via facsimile (FAX) machine, or telephone in response to this Invitation for Bid will **not** be accepted.

**MAILING INSTRUCTIONS**

**DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:**

IFB No. 6646  
Velicia Moore, CLGPO  
Purchasing Director  
Guilford County Schools  
Purchasing Department  
501 W. Washington Street  
Greensboro, NC 27401

**REFERENCES**

Guilford County Schools reserves the right to require upon request a list of references from other school districts or similar service agencies for which the company has provided the services or goods solicited in this IFB. GCS may contact these users to determine quality level. Such information may be considered in the evaluation of the bid.

**WARRANTY**

Please provide the Manufacturer’s warranty for the product bid.

## **4.0 AWARD AND BID EVALUATION**

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### **REVIEW AND AWARD**

It is the intent of Guilford County Schools (GCS) to award this Invitation for Bid to the responsible bidder(s) who best matches the needs of GCS. Guilford County Schools reserves the right to reject any or all proposals presented and to waive any informalities and irregularities. The award of this IFB may be in whole or in part as deemed to be in the best interest of GCS. All projects are awarded contingent upon funding. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 120 days.

### **EVALUATION CRITERIA**

All qualified bids will be evaluated, and awards will be made based on consideration of the following criteria: the lowest responsive, responsible bidder or best value analysis.

## **5.0 INVITATION FOR BID DOCUMENT**

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Guilford County Schools is requesting proposals from contractors that can remove all data drops and install new data cabling for Doris Henderson Newcomers School, plus provide the specified Valcom and Lightspeed equipment or equivalent including the installation of provided equipment to the district. The re-wire part of this request will require conduit re-work and fiber optic cable installation. Vendor responses should consist of both the purchase and installation of a new Valcom intercom and Lightspeed classroom Audio Enhancement Systems (AES) and the complete re-wire of all data at Doris Henderson Newcomers School.

Guilford County Schools has the following minimum system requirements for the proposed new Valcom Intercom/Lightspeed Audio Enhancement systems:

1. Individual room paging from the districts existing VOIP phone system.
2. Pre-recorded emergency audio messages
3. Emergency text notifications to IP clock/speaker displays.
4. LightSpeed classroom audio muting when Valcom paging is activated.
5. Emergency panic button via individual lanyards.
6. Emergency panic button permanently mounted in room.
7. Wireless audio module for existing mobile interactive panel to connect to AES.
8. Multiple bell schedules via zones.
9. Console or map that will display emergency alerts.
10. System should be able to broadcast music from a designated room/location.
11. System should be able to send alerts via email/text messaging for emergency alerts.
12. Fixed wired emergency panic/call button.

## ***The project will have four phases...***

**1<sup>ST</sup> Phase** will be the procurement of the equipment. The winning Vendor/Contractor will be responsible for storing/securing equipment and any supplies until individual site work commences.

**2<sup>ND</sup> Phase** The winning Vendor/Contractor shall follow all Guilford County Schools Technology Standards (listed below). This phase shall include the removal of all low voltage data cabling and any unused conduit from the building(s). Each regular classroom will consist of multiple new CAT6 or CAT6A data drops one (1) data drop (CAT6A) for the wireless access point; two (2) data drops (CAT6) located at the teacher desktop location; one (1) data drop (CAT6) for the intercom/clock; one (1) data drop (CAT6) for the Lightspeed sound enhancement base terminated in the MDF or Mobile Unit IDF. This project includes one computer lab that shall be wired to a local rack in the classroom, but only the student computers in the lab will terminate there. The school has one classroom that is set up as a multi-office suite, so this room requires extra data drops to accommodate the number of users. There are also door access drops that will need new data drops pulled. The door access drops terminate at the S2 micro nodes located close to the doors and shall terminate in the MDF. Copiers, printers, hallway speakers, and external speakers also require data drops that shall be terminated in the MDF unless referencing a mobile unit. There are approximately 25 cameras that will require a new data drop installed and terminated in the MDF. A 6-strand MM OM4 50-micron fiber shall be installed from the MDF fiber patch panel to the computer lab IDF and to each mobile unit.

### ***MDF Notes:***

The proposal shall include two new 2-post data racks to be installed. All new CAT 6 data drops shall be terminated in their like groups (Access Points, Intercom, Lightspeed bases, Data, Security) in new Panduit modular CAT6 patch panels. (estimated to need a total of nine – 24 port CAT 6 modular patch panels for the MDF). Patch panels shall be doubled up creating a 2U patch panel being separated by 2U blank rack spaces for horizontal cable management or networking equipment.

All fiber optic cables shall terminate in the MDF in a Panduit Opticom fiber patch panel (FCE4U) using Panduit Opticom Fiber Adapter Panels, OM4, 6LC Duplex, Aqua (FAP6WAQDLCZ). The FCE4U shall be the topmost device installed in the MDF rack with 2u blank space above the panel. MDF rack layout design will be provided by Guilford County Schools Technology Services prior to the start of the project.

### ***Computer Lab Notes:***

The computer lab IDF shall have a 6-strand MM OM4 50-micron fiber terminating in a 1U fiber patch panel in the computer lab IDF rack. The fiber shall run to the MDF in its own conduit (not shared with any other cable types) and terminate in slot 1 of the Panduit Opticom fiber patch panel in the MDF. The computer lab will consist of 25 or 30 new CAT 6 data drops terminated in new Panduit modular CAT 6 patch panels (estimated to need a total of 2 – 24 port CAT 6 modular patch panels for the computer lab IDF). The computer lab shall still have the new five (5) CAT 6 data drops that terminate in the MDF like other classrooms.

**Mobile Notes:**

Each mobile unit shall have a Panduit PANZONE active wall mount enclosure with key lock (PZAEWM3) installed. Each mobile unit shall have its own 6 strand MM OM4 50-micron fiber that is terminated in a Panduit Surface Mount Box (CBXF6IW-AY) that will be located inside the enclosure terminating back to the MDF. All new CAT 6 data drops shall terminate in a 24 port Panduit modular patch panel for each mobile enclosure. The enclosure's location shall be close to an electrical outlet and the outlet shall be extended so that there is not a loose power cable visible. A new outlet shall be installed inside the bottom of the enclosure.

**General Notes:**

All new data drops shall be tested, labeled, and must terminate into the designated IDF or MDF location. This phase will also include the installation and labeling of the Valcom IP Clock/Speakers in the designated locations. The clock/speaker shall be mounted 18" below the finished ceiling. The data drop should be run down to the clock using conduit or 500 series Wiremold metallic raceway. The call/emergency panic button shall be installed via one CAT 6 cable from the IP clock/speaker to the designated location (usually beside the whiteboard in the instructional space). The call/emergency panic button shall be mounted 42" AFF using Wiremold 500 series metallic raceway and a Wiremold single gang box. All hallways and outdoor speakers shall have a new CAT 6 cable installed back to the MDF or IDF as designated.

The Lightspeed classroom enhancement kit shall be installed in the designated locations (instructional spaces). The lightspeed system includes a single speaker (TCQ) to be installed in the center of the instructional space. The Lightspeed base station shall be mounted to the ceiling with the TCQ speaker. The Lightspeed base requires one new CAT 6 data drop.

During this phase it is the responsibility of the Vendor/Contractor to provide Guilford County School's Technology Services "as-built" digital drawings (CAD or PDF format) and a digital device inventory list (Microsoft Excel format) identifying data drop numbers and locations, device serial numbers, device MAC addresses.

**3<sup>rd</sup> Phase** will be the activation and testing of new equipment. During this phase it is the responsibility of Guilford County School's Technology Services to connect all the Valcom/Lightspeed devices to the Guilford County Schools network. This should be coordinated several days in advance to ensure Guilford County School's staff availability. Guilford County School's Technology Services will provide all necessary CAT6 patch cables in the MDF/IDF locations for this project. Testing of the Valcom and Lightspeed systems is the responsibility of the vendor/contractor and shall include paging each classroom and verifying volume level is adequate for the space, testing building wide audio broadcast (music) from designated central location, Emergency button activation via fixed button and wireless lanyard, bell schedule, audio ducking, emergency activation location mapping. Guilford County School's Technology Staff shall be present for final project testing and sign-off. Final sign-off should be coordinated several days in advance to ensure Guilford County School's staff availability.

**4<sup>th</sup> Phase** will be the demolition/cleanup of the existing paging equipment that was not previously removed. Existing paging equipment at a minimum includes mounts, classroom speakers, hallway speakers, outdoor speakers/horns, indoor horns, amplifiers, switch banks, power supplies and any abandoned intercom cabling left (verify with Guilford County School Technology Services prior to removal). All holes where equipment has been removed from interior or exterior walls shall be filled with appropriate filler materials. It is the contractor's responsibility to replace any ceiling tiles that have old speakers cut in. The replacement ceiling tiles shall match the currently installed ones in the school.

It is the contractor's responsibility for the removal of all trash generated by this project from the site. School dumpsters are not allowed to be used for this project.



# **1 - CABLING REQUIREMENTS**

## 1.1 General

1.1. All cabling shall comply with current national, state, and local codes. Questions about codes shall be submitted to the Authority Having Jurisdiction (AHJ).

A. Installers should familiarize themselves with the GCS Technology Specification V11. All work should meet all requirements of the GCS Technology Specification V11, unless otherwise specified.

## 1.2 Installer Qualifications

1.2.1. Cabling installer must meet ALL qualifications listed here.

A. Panduit Certified Installer or Guilford County Schools Specific Panduit Certified Installer

B. Panduit Certification Plus System Warranty Program Member

C. BICSI member, current and in good standing.

D. All past work for Guilford County Schools certified with no outstanding issues.

E. Contractor certifications and proof of requirements must be provided to Guilford County Schools Technology Services upon request.

## 1.3 Pathways

1.3.1. New pathways shall be installed in all areas with the exception of existing cable trays. The use of existing cable trays shall be in a neat and similar manner to existing cable.

### 1.3.2 Pathways

### 1.3.3 Conduits

#### A. Inaccessible Areas

1. Inaccessible areas such as lock-in ceiling tiles, drywall or plaster, shall be avoided as distribution pathways.

#### B. Firewall Penetrations

1. Firestopping for openings through fire and smoke rated walls shall meet the requirements of "Fire Tests of Through-Penetration Firestops" designated by ASTM E814.

#### C. Products

##### 1. EMT

a) Minimum size three-quarter inch ( $\frac{3}{4}$ ”).

b) Connectors shall have plastic insulating bushing.

c) Fittings set-screw type.

#### 1.3.4. Outlet Boxes

- A. Interior outlet boxes shall be galvanized steel, 4" x 4" x 2.75" with mud ring.
- B. Outlet boxes for sleeves shall be 4 x 4 boxes or STI Sleeve Kit.
- C. Outlet boxes may be required for the interior wall mount and hard ceiling mount.
- D. Outlet boxes should be flush with wall/hard ceiling surface if possible.

#### 1.3.5. Exterior Sleeves

- A. Exterior mounts shall have a ¾" sleeve installed, sealed, and waterproofed through wall.
- B. An interior 4 x 4 box shall be installed adjacent to the sleeve for cable termination.

### 1.4. Cable

#### 1.4.1. Patch Panel

- A. New patch panel shall be provided in each rack.
- B. Use a new Panduit CPP24FMWBLY, Mini-Com 24 port Modular Patch Panel.

#### 1.4.2. Cable

- A. All cable shall be CAT6 Plenum rated, regardless of the environment.
- B. Panduit PUP6AHD04xx-G Vari-Matrix HD, Plenum cable

#### 1.4.3. Jack

- A. Panduit CJ6X88TGxx Mini-Com® UTP RJ45 CAT6 TG Jack Module

#### 1.4.4. Surface Mount Box

- A. Panduit CBX1AW-A Mini-Com® Surface Mount Box

#### 1.4.5. Patch Cable

- A. Panduit CAT6 24 AWG UTP Copper Patch Cord

### 1.5. Identification

- 1.5.1. Utilize the identification system as specified in GCS Technology Specifications V11.

### 1.6. Commissioning

- 1.6.1. All cables shall be tested for CAT6 compliance.
- 1.6.2. Test results shall be provided to GCS for each site/cable.

### 1.7 As Built Drawings

- 1.7.1. The contractor shall provide as built drawings of the completed installation including cables, cable identification.
- 1.7.2. As built drawings shall be in .dwg or .pdf format.

## **2 - Installation Requirements**

### 2.1. General

2.1.1 Installation shall be complete with all necessary accessories, brackets, etc.

2.1.2 Installation shall be per manufacturer guidelines.

### 2.2 Ceiling Mount

2.2.1. Drop Ceiling: Valcom 2x2 lay-in speaker.

### 2.3 Wall Mount

2.3.1. Valcom wall mount speaker.

### 2.4. Exterior Mount

2.4.1. Valcom vandal resistant box.

### 2.5. Connections

2.5.1 Data connections shall be connected to GCS network equipment by GCS Technology Services staff.

A. Coordinate for most efficient time usage.

2.5.2. Speakers shall be connected to outlets by contractor.

2.5.3. Commissioning

A. Contractor shall actively test each device installed.

### 2.6. As Built Drawings

2.6.1. The contractor shall provide as built drawings of the completed installation including cables, cable identification.

2.6.2. As built drawings shall be in .dwg or .pdf format.

## **3 - SCHEDULE PRIORITY**

### 3.1. General

3.1.1 Contactor should complete the Proposed Schedule Response.

3.1.2 GCS desires the quickest possible schedule, while maintaining installation integrity.

## **4 - CONTRACTOR REQUIREMENTS**

### 4.1. General

4.1.1 Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit proposals in response to this IFB.

### 4.2. Subcontracts

4.2.1. Subcontracting cabling installation is allowed. Only one level deep is allowed (i.e., Contractor may subcontract to cabler, cabler may not subcontract further, with the exception of pathway installation).

4.2.2. Subcontracts to other installers is NOT allowed.

4.2.3. Proposal must clearly identify a prime contractor. The prime contractor will be responsible for providing all deliverables as defined by any resulting contract according to the terms and conditions as set forth in any resulting contract.

### 4.3 Capability

4.3.1. Contractor must demonstrate a minimum of five (5) years of experience in providing similar programs for K-12 clients.

4.3.2. Contractor shall provide a minimum of three (3) current K-12 clients.

4.3.3 Contractor must demonstrate that it has supplied a program of similar size and value as proposed in the contractor's response, or that it has other experience that clearly demonstrates capacity to successfully perform as outlined in its proposal.

4.3.4 Contractor must show it has the ability, capacity, and flexibility to collaborate successfully and actively with GCS during the installation's preparation, delivery, and support.

4.3.5. Contractor must sign a non-disclosure agreement regarding any drawings, designs, quantities, etc. used in the project.

4.3.6. Project Management

4.3.7. Contractor shall employ a Project Manager for the duration of the project.

4.3.8. Project Manager shall:

A. Attend all project meetings as a representative of Contractor.

B. Have authority to act for Contractor.

C. Be liaison for communication between Contractor and Guilford County Schools.

D. Perform project management and coordinate all phases of the project with the Guilford County Schools Project Manager.

E. Attend Pre-Construction meeting prior to beginning work.

F. Attend weekly project meetings as scheduled.

#### 4.4. Permits

4.4.1. Contractor is responsible for obtaining and paying for all required permits, licenses, inspections, and fees.

4.4.2 All necessary permits shall be completed before the start of work.

4.4.3 Contractor shall

A. Provide Guilford County Schools with copies of all required building and trade permits.

B. Furnish and file with the proper authorities all drawings required by them in connection with this work.

C. Be responsible for arranging all inspections and for securing all required signatures.

4.4.4. Upon completion of the work, properly completed permits shall be returned to Guilford County Schools.

#### 4.5. Work Restrictions

4.5.1. Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the work is indicated.

4.5.2. Allow for GCS occupancy of site.

A. Keep driveways and entrances serving premises clear and available to GCS, GCS employees, and emergency vehicles at all times. Do not use driveways as parking or storage of materials.

B. Schedule deliveries to minimize use of driveways and entrances.

4.5.3. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

4.5.4. Access Hours

A. Work for this project should be completed outside of GCS Working Hours and/or GCS Working Days. Very limited work may be requested during GCS Working Hours.

B. Access to buildings will be coordinated through the GCS project manager.

4.5.5. Special Requirements

A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students) are required of the Contractor. Criminal Background Investigations must have been completed within the last year and shall cover the previous seven years. All costs associated with Criminal Background Investigations are the responsibility of the Contractor.

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

a) Child Molestation or Abuse

b) Rape

c) Any Sexually Oriented Crime

d) Drugs: Felony Use, possession, or distribution.

B. 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 identification badges are the responsibility of the Contractor.

C. There is a **NO TOBACCO** or **VAPING** policy on all property owned by Guilford County Schools. Therefore, use of any type of tobacco product is prohibited. Workers will be asked to leave the site for the balance of the day on their first offense. Workers will be asked to permanently leave the site after the second offense.

## **5 – Product Requirements**

### 5.1. General

#### 5.1.1. Complete and Cost Effective

A. Contractor must provide a product that is both functionally complete and cost effective.

#### 5.1.2. Ongoing Improvements

A. GCS is vitally interested in investing in products which have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards. Contractor should describe its product's ability to adapt to or incorporate improved technology.

### 5.2. Products

#### 5.2.1 Valcom Analog Speakers

- A. V-1020C - 8-inch round ceiling speaker one-way
- B. V-9022A - 2' x 2' Lay-in ceiling speaker (sold in packs of two)
- C. V-9852 - 8-inch self-amplified vandal resistant wall speaker one-way
- D. V-9880 - Vandal resistant FlexHorn speaker
- E. V-1080 - Vandal resistant 3-watt, self-amplified FlexHorn
- F. V-9815 – Stealth Corridor Speaker, One-Way

#### 5.2.2 Valcom IP/SIP Speakers

- A. VL 520BK-F - IP Compact Speaker with Text
- B. VL 550BK-F - IP Compact Speaker with Text
- C. VIP-480AL - IP One-Way FlexHorn with Long Line Extender
- D. VIP-9815A - IP Stealth Corridor Speaker, One-Way/Talkback Programmable

#### 5.2.3 Audio Gateway

- A. VE8004BR - Network Page Zone Extender

#### 5.2.4 Head End Device

- A. Valcom IP 6000 package (Package Includes App Server, VE6090, VE4804, 1RU Battery Backup-

### 5.2.5 Accessories

- A. V-1092 - Wall Mount Volume Control
- B. VE-2970 – Emergency/Normal Call Button, with Volume Control, Stainless Steel
- C. VE-8092 - Interactive Console
- D. VIP-895-E – IP/SIP Emergency Communication Panel

### 5.2.6 Power Supplies

- A. VP-2124D - Power Supply, Digital, 2Amp/24V

**BIDS MUST BE SUBMITTED ON THIS FORM.**

**Henderson Newcomers School: 411 Friendway Road, Greensboro, NC 27410**

<b>Description</b>	<b>Part Numbers</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
Light Speed Kits (1-C25 base, two Clearmic's, 1-TCQQ speaker w/ 50' of cable and the Media Connector)	C25-CCT-M	41		
Valcom IP 5000 Package	VEIP6K-1	1		
IP Interactive Console	VIP-893	1		
IP Emergency Communication Panel	VIP-895-E	1		
IP Clock Speaker	VL520BK-F	47		
Call Button (2 Button – Call and Emergency)	V-5970	42		
IP Stealth Corridor Speaker	VIP-9815A-W	8		
Outdoor Speaker	V V-9852	8		
<b>Estimated Drop Count</b>				
Access Point Data Drops (CAT 6A)		50		
IP Speaker/Clock Drops (CAT 6)		63		
IP Emergency Communication Panel		1		
Door Access Data Drops (CAT 6)		3		
Lightspeed Base Data Drops (CAT 6)		41		
Office Data Drops (CAT 6)		120		
Computer Lab Data Drops (CAT 6)		30		
	<b>Total Drops</b>	308		
<b>TOTAL EQUIPMENT BID PRICE</b>				
<b>SHIPPING CHARGES</b>				
<b>SUBTOTAL</b>				
<b>6.75% SALES TAX</b>				
<b>SUBTOTAL COST</b>				
<b>LABOR COST</b>				
<b>TOTAL COST</b>				





The total value of minority business contracting will be (\$)\_\_\_\_\_.

## AFFIDAVIT A

This Affidavit and **ALL THREE (3) SECTIONS** Herein Must Be Completed By **ALL BIDDERS** and Submitted with Bid.

### Section I - Listing of the Good Faith Effort

**Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.**

I have made Good Faith Effort to comply under the following areas checked:

- 1** - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- 2**-Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- 3** - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- 4** - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- 5** - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- 6** - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- 7** - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH TO THIS AFFIDAVIT AND SUBMIT WITH BID COPIES OF QUOTES OR RESPONSES FROM ALL FIRMS SUBMITTING QUOTES OR RESOPNSES, AND, IF APPLICABLE, WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION.** Value = 15 points.
- 8** - Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit. Value = 25 points.
- 9** - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- 10** - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date:\_\_\_\_\_ Name of Authorized Officer:\_\_\_\_\_

Signature:\_\_\_\_\_

## Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

\*MWBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

### Section III – Documentation of Good Faith Efforts

**ALL BIDDERS**, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

#### **PART A (Documentation Required to be Submitted With Bid)**

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

#### **ITEM 1**

- Copies of solicitations for quotes to at least three (3) MWBE's from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

#### **ITEM 7**

- Copies of quotes or responses received from all firms submitting quotes or responses for each subcontract, and, if applicable a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

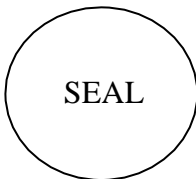
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I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**PART B (Documentation Required to be Submitted Within 72 Hours of Notification)**

Certain documentation **MUST** be provided within 72 hours of notification of being the apparent lowest responsible, responsive bidder in order to receive credit for certain additional Items checked. If the bidder checked Items 2, 3, 4, 5, 6, 8, 9 or 10, the bidder **MUST** provide documentation supporting those Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder.

Examples of such documentation include, but are not limited to the following:

**ITEM 2**

- Invitation to view construction plans, specifications and requirements.
- Cover letter enclosing construction plans, specifications and requirements.

**ITEM 3**

- Copies of all bid solicitations or request for proposals broken down by scope of work.
- Letter detailing contractor's efforts to break down or combine elements of work into economically feasible units to facilitate minority participation.

**ITEM 4**

- Documentation of any contacts or correspondence to MWBE, community, or contractor organizations in an attempt to meet the goal.

**ITEM 5**

- Copy of pre-bid roster.

**ITEM 6**

- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWBE.

**ITEM 8**

- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

**ITEM 9**

- Letter documenting negotiations with MWBE businesses to create joint venture or partnership arrangement for the construction or repair project.

**ITEM 10**

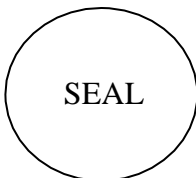
- Copy of quick pay agreements.
- Copy of quick pay policies.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## AFFIDAVIT B Intent to Perform Contract with Own Workforce.

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

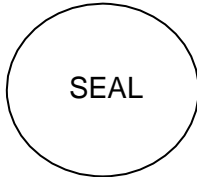
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## APPENDIX E

### MWBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments made to Minority and Women Business Enterprises on this project for the above-mentioned period.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
MWBE FIRM NAME	* TYPE OF MWBE	ORIGINAL CONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENT THIS PERIOD	TOTAL CHANGE ORDERS TO DATE	TOTAL AMOUNT COMMITTED (C + F)	TOTAL RETAINED TO DATE

\*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT**

**GUILFORD COUNTY SCHOOLS  
SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (this "Agreement") is entered into effective this the \_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date") by and between GUILFORD COUNTY BOARD OF EDUCATION, a North Carolina public school board operating under the auspices of N.C. General Statute § 115C-40, et seq. (the "Board"), and the contractor set forth in Table 1 below ("Contractor"). The Board and Contractor are collectively referred to herein as the "Parties" and each individually as a "Party."

**Table 1 (Contractor Information):**

Contractor Name:	
Address, City, State, Zip:	
SSN / TIN:	
Email:	
Phone Number:	

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services and Deliverables. During the Term (as defined below), Contractor shall perform the following services (the "Services") and deliver the following deliverables (the "Deliverables"), subject to the terms and conditions of this Agreement:

The Services and Deliverables described above shall be provided to the Board by Contractor on or before the following dates:

Service(s) / Deliverable(s)	Date

2. Fees; Payment.

2.1 Fees. In consideration for the Services and Deliverables provided under this Agreement, the Board shall pay to Contractor the fees and expenses set forth in Table 2 below (the "Fees").

**Table 2 (Fees):**

Service or Deliverable	Amount / Rate
<b>TOTAL:</b>	<b>\$</b>



NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL FEES, IN AGGREGATE, PAID BY THE BOARD FOR SERVICES AND DELIVERABLES UNDER THIS AGREEMENT SHALL NOT EXCEED \$[MAXIMUM AMOUNT].

2.2 Invoicing and Payment. Unless otherwise set forth in this Agreement, Contractor shall issue monthly invoices to the Board detailing the Fees owed for Services performed and Deliverables under this Agreement. The Board shall pay all Fees owed to Contractor within thirty (30) days after the Board receives the applicable invoice, except for any amounts disputed by the Board in good faith. Notwithstanding anything to the contrary contained in this Agreement, Contractor must submit the final invoice by June 5 of the Board's fiscal year during which the Services are to be performed. In the event Contractor does not timely submit the final invoice, then the Board shall have no obligation to pay Contractor the Fees applicable to such invoice.

Each invoice shall contain at least the following information: (i) Contractor contact information, (ii) the date(s) the Services were provided, (iii) the total hours of Services performed, (iv) the amount of Services performed, but unbilled (i.e., the outstanding balance owed to Contractor), (v) the hours of Services remaining under this Agreement, (vi) any other information as mutually agreed to by the Parties in writing.

2.3 Disputed Fees. In the event of a payment dispute, the Board shall deliver a written statement to Contractor no later than ten (10) days before the payment is due, listing all disputed Fees and providing a reasonably detailed description thereof. Notwithstanding the foregoing, undisputed fees shall be deemed accepted and shall be paid within the period set forth in Section 2.2.

2.4 Taxes. Contractor shall pay all federal, state and FICA taxes of Contractor for providing Services under this Agreement. Upon reasonable request by the Board, Contractor shall provide a breakdown of all sales and use taxes paid on labor, materials, parts and supplies. N.C.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 N.C.G.S. § 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. By executing this Agreement, Contractor certifies that it collects, and will continue to collect, the appropriate taxes.

3. GCS Contract Administrator. The Board hereby designates \_\_\_\_\_ as the GCS contract administrator.

4. Term; Termination.

4.1 Term. This Agreement shall commence on the Effective Date and shall be effective until the earlier of: (i) June 30 of the Board's fiscal year during which the Services are provided, or (ii) the completion of the Services, in each case unless sooner terminated pursuant to this Agreement. The Term of this Agreement may be extended as mutually agreed to by the Parties in writing.

4.2 Termination.

a. *Termination for Convenience.* The Board may terminate this Agreement at any time, with or without reason, upon thirty (30) days' prior written notice to Contractor. In the event this Agreement is terminated by the Board pursuant to this Section 4.2(a), Contractor shall only be entitled to the amounts due and payable under this Agreement, if any, for Services actually performed prior to the effective date of termination.

b. *Termination for Cause.* Either Party may terminate this Agreement immediately upon written notice to the other Party in the event: (i) the other Party becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency or relief of debtors, or (ii) upon a material breach of this Agreement, which is not cured within thirty (30) days after receiving written notice of such breach from the non-breaching Party. In the event this Agreement is terminated pursuant to this Section 4.2(b), Contractor shall only be entitled to the

amounts due and payable under this Agreement, if any, for Services actually performed on or prior to the effective date of termination; provided, that Contractor shall refund the unused portion of any prepaid amounts for such Services. Notwithstanding the foregoing, if the Board terminates this Agreement pursuant to this Section 4.2(b), Contractor shall be liable for (x) the reasonable costs and expenses incurred by the Board to find a suitable third party to complete the applicable Services, and (y) the reasonable costs to complete the Services that are in excess of the Fees for such Services contemplated hereunder. The Board may withhold any payment due to Contractor hereunder for the purpose of setoff until such time as the exact amount of such costs and expenses and/or excess fees can be determined. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the Board.

c. *Termination due to Non-Appropriation of Funds.* This Agreement is contingent upon the continued availability of appropriations. If sufficient funds are not appropriated by the Board, or sufficient funds are otherwise unavailable to the Board, this Agreement is subject to termination, in whole or in part, without penalty. Contractor will not be entitled to recover any damages in connection with termination under this Section 4.2(c) including, but not limited to, lost profits.

d. *Effect of Termination.* Upon expiration or termination of this Agreement, for whatever reason, Contractor shall return any property furnished to Contractor by the Board for use in connection with the performance of the Services and will reimburse the Board for loss or damage to such property.

Notwithstanding the foregoing, the payment obligations incurred under Section 2 (Fees; Payment) and Section 4 (Term; Termination), and the terms, conditions and obligations of the Parties under Section 5 (Data Privacy and Security), Section 6 (Intellectual Property), Section 7 (Indemnification), Section 8 (Limitation of Liability), and Sections 9-21 (Miscellaneous) shall survive any termination or expiration of this Agreement.

## 5. Data Privacy and Security.

5.1 Addendum. Contractor agrees to comply with the requirements set forth in the Addendum attached hereto as Exhibit A (the “Addendum”), as the same may be amended, modified or updated from time to time by the Board in its sole discretion.

5.2 Student Data from State Student Data System. The State of North Carolina maintains certain Student Data (as defined herein) electronically through a student data system pursuant to N.C.G.S. § 115C-402.5. The sharing of any Student Data from or access to the State of North Carolina’s student data system under this Agreement shall be subject to the terms and conditions of this Section 5.2. “Student Data” means any de-identified data, aggregated data sets, personally identifiable information about students, and other student information including without limitation student data, metadata and user content. Notwithstanding anything contained to the contrary in this Agreement, prior to the disclosure of any Student Data from the State of North Carolina’s student data system hereunder:

a. authorized representatives of each of the Board and Contractor shall execute the Department of Public Instruction (DPI) Data Confidentiality and Security Agreement attached hereto as Exhibit B, in its entirety and without any modifications;

b. Contractor shall complete the Third-Party Data Collection Reporting Worksheet in substantially the form attached hereto as Exhibit C, clearly articulating: (1) the statewide systems to which Contractor will be connecting, (2) Contractor’s method of integration (API, AutoComm, SFTP, etc.), (3) specific data fields requested and the rationale for their inclusion in the request, including how the data will be used in the target system, (4) a description of how the data will be restricted to the users who have a legitimate business need to see the data, and (5) a description of any data written back to the statewide system;

c. Contractor shall submit a Vendor Readiness Assessment Report. “Vendor Readiness Assessment Report” means a report that demonstrates Contractor’s compliance with the baseline security controls in accordance with NIST Special Publication 800-53. Contractor shall use the applicable form of the Vendor Readiness Assessment Report found at: <https://it.nc.gov/documents/vendor-readiness-assessment-report>;

d. Contractor shall submit a third-party conducted assessment report prepared within the previous twelve (12) months, such as and without limitation a Federal Risk and Authorization Management Program (FedRAMP) authorization, Security Operations Center 2 Type 2 audit, ISO 27001 certification, or HITRUST certification; and

e. Contractor must submit documentation with respect to its alignment with the North Carolina Department of Information Technology Statewide Information Security Manual; and

f. Contractor must submit any other certificates, instruments and documents as shall be necessary in connection with the sharing of Student Data under this Agreement as may be reasonably requested by the Board.

6. Intellectual Property. During the performance of the Services under this Agreement, Contractor may create certain intellectual property, including, without limitation, ideas, know-how, techniques, and documentation (collectively, “Intellectual Property”). Except as otherwise stated in this Agreement, any such Intellectual Property that is exclusively created as part of a Deliverable, including all rights in, to and under such Intellectual Property, shall be the sole and exclusive property of the Board. To the extent pre-existing Intellectual Property of Contractor is incorporated into a Deliverable, Contractor hereby (i) assigns to the Board all rights in, to and under the Deliverables, other than said pre-existing Intellectual Property of Contractor, and (ii) grants the Board a perpetual, irrevocable, royalty-free license to use such pre-existing Intellectual Property of Contractor in connection with its use of the Deliverables. Notwithstanding the foregoing, each Party shall retain title and full ownership rights to all of its pre-existing Intellectual Property under the copyright laws of the United States or any other jurisdiction or under any federal, state, or foreign laws, provided, that nothing contained in this clause shall grant Contractor any ownership, use, or distribution rights to Data (as defined in the Addendum) other than as may be required to fulfill Contractor’s obligations under this Agreement. Contractor agrees that, if applicable, the Deliverables shall be considered “works for hire.” Contractor warrants that any Intellectual Property of the Contractor as modified through Services provided hereunder will not infringe upon or violate any patent, property right or trade secret right of any third party.

7. Indemnification. Contractor agrees to indemnify, defend and hold harmless the Board, Guilford County Schools (“GCS”), and their respective officers, directors, employees, agents and/or representatives (collectively, “Board Indemnified Parties”) from and against all losses, claims, damages, demands, liabilities, costs and expenses (including, without limitation, attorneys’ fees, expenses and costs of investigation) arising out of or related to (i) the performance of the Services by Contractor and its agents, subcontractors and representatives under this Agreement; and (ii) a breach by Contractor or any of Contractor’s agents, subcontractors and representatives of this Agreement. Contractor shall not, without the prior written consent of the Board (which consent shall be in the Board’s sole discretion) settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought pursuant to this sentence (whether or not any Board Indemnified Parties is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each of the Board Indemnified Parties from all liability arising out of such claim, action or proceeding.

8. Limitation of Liability.

8.1 EXCEPT AS OTHERWISE STATED IN SECTION 8.3 BELOW, IN NO EVENT SHALL THE BOARD OR CONTRACTOR, OR THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES AND AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGE LOSS OR DAMAGE OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

8.2 EXCEPT AS OTHERWISE STATED IN SECTION 8.3 BELOW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF A PARTY AND ITS AFFILIATES FOR DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE THE FEES PAID AND/OR OWED (AS APPLICABLE) BY THE BOARD UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH FOR THE SERVICES THAT ARE THE SUBJECT OF THE BREACH. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACTOR PROVIDING SERVICES TO THE BOARD, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

8.3 THE LIMITATIONS SET FORTH IN SECTIONS 8.1 AND 8.2 ABOVE SHALL NOT APPLY IN THE CASE OF (I) DAMAGES CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY; OR (II) ANY BREACH OF SECTION 5 (DATA PRIVACY AND SECURITY) OR SECTION 6 (INTELLECTUAL PROPERTY) OF THIS AGREEMENT. IN EACH CASE, THE AGGREGATE LIABILITY SHALL BE LIMITED TO THE GREATER OF (X) THE AGGREGATE AMOUNT PAID BY THE BOARD TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING NOTICE OF THE CLAIM BY THE NON-BREACHING PARTY, AND (Y) THREE MILLION DOLLARS (\$3,000,000).

9. Persons on GCS Campuses. If, during the performance of the Services, Contractor or any Person (for purposes of this Agreement, "Person" means means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization or other entity) working at the direction or on behalf of Contractor is anticipated to be on the property of GCS for any reason, each such Person shall be subject to the following requirements:

9.1 Criminal background investigations of all individuals working on school property (sites occupied with students and sites not occupied with students) are required. At a minimum, Contractor shall obtain a complete criminal background investigation for Contractor and all of its agents and subcontractors who will work on a site, covering a period for the last seven (7) years. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with criminal background checks of Contractor are the responsibility of Contractor. Any individual, including Contractor, with the following criminal convictions or pending charges will NOT be permitted on any school project or property: (i) child molestation or abuse or indecent liberties with a child; (ii) rape; (iii) any sexually-oriented crime; (iv) drugs; felony use, possession or distribution; (v) murder, manslaughter or other death-related charge; or (vi) 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 not be permitted on school property or to perform Services hereunder.

9.2 Contractor will submit with an executed copy of this Agreement evidence of Covid-19 safety protocols. Contractor will also read and be bound by GCS's Covid-19 protocols and any other requirements related to health and safety in place at the time Services are provided. This includes, without limitation, notification of exposure to Covid-19 or any other communicable disease, adherence to all safety protocols, including without limitation masking requirements, testing requirements and other safety measures.

9.3 At all times during the provision of Services on GCS's property, Contractor and its personnel, representatives, agents and permitted subcontractors shall wear and display name badges accurately identifying said personnel, employee, representative, agent or permitted subcontractor, and each of such parties shall follow the applicable GCS office procedures for signing in and out of any building of GCS that they attend.

10. Compliance with Laws. 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.

11. Care of Property. Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to Contractor or purchased by Contractor for the benefit of the Board or GCS for use in connection with the performance of this Agreement and will reimburse the Board for loss or damage of such property.

12. Federal Uniform Guidance. Notwithstanding anything contained in this Agreement to the contrary, any use of an award or expenditure of federal financial assistance under this Agreement shall be subject to the terms and conditions of The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") at 2 C.F.R. Part 200. In the event the Services under this Agreement are subject to this Section 12, the Parties agree to reasonably cooperate with each other and their respective representatives in connection with any steps required to comply with the Uniform Guidance, including without limitation executing and delivering such additional documents, agreements and other instruments, and performing such other acts required by the Uniform Guidance to reasonably carry out the intent of this Agreement.

13. Advertising. Contractor shall not use the award of this Agreement as part of any news release or commercial advertising.

14. Notice. All notices and other communications required to be given to a Party pursuant to the terms of this Agreement shall be in writing, shall be addressed, unless such other address is provided by notice in writing to the other Party, to Contractor at the address set forth in the recitals of this Agreement, and (ii) to the Board in accordance with the information listed below:

Guilford County Board of Education  
712 North Eugene Street  
Greensboro, NC 27401  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

Each such notice or other communication shall be deemed to have been received (a) when delivered, if delivered personally or by commercial delivery service, (b) three (3) days after deposit with the U.S. Mail, if mailed by registered or certified mail (return receipt requested), (c) one (1) day after the timely deposit of the notice or other communication with a recognized national courier service for next day delivery, or (d) on the day of delivery by facsimile or email transmission (with acknowledgment of complete transmission or receipt).

15. Governing Law; Venue. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties shall be governed, construed and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its conflict of laws provisions. The

Parties hereby irrevocably agree that the exclusive forum for any suit, action or other proceeding arising out of or in any way related to this Agreement shall be in the federal or state courts located within Guilford County, North Carolina.

16. Relationship of Parties. Contractor shall be considered an independent contractor and as such shall be wholly responsible for the Services to be performed. Contractor shall not at any time or manner represent that it or any of its subcontractors or agents are in any manner agents or employees of the Board or GCS.

17. Waiver. No delay or failure by a Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision, and any failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment to enforce strict performance with respect to such provision on any future occasion.

18. Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties.

19. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible by law to effect the intent of the Parties and the remaining provisions of this Agreement will remain in full force and effect.

20. Assignment. This Agreement, including all amendments, addendums and exhibits hereunder, shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. Notwithstanding the foregoing, neither Contractor's obligations, nor Contractor's right to receive payment under this Agreement may be assigned with the express written consent of the Board.

21. Entire Agreement; Counterparts. This Agreement, together with all amendments, addendums, exhibits and other writings referred to herein or delivered pursuant hereto, constitutes the entire agreement and understanding of the Parties with respect to the subject matter contained herein and supersedes any prior agreement and understandings with respect to those matters. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement (and by facsimile or pdf transmission, which facsimile or pdf transmission signatures shall be considered original executed counterparts).

*[Signatures on following page.]*

**IN WITNESS WHEREOF** the parties have executed this Services Agreement as of the Effective Date.

**[CONTRACTOR NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GUILFORD COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_