

REQUEST FOR QUOTE - THIS IS NOT ON ORDER

REQUEST FOR QUOTE	
NUMBER Q 5744	DATE January 15, 2015
PURCHASING DEPARTMENT	
TELEPHONE 336-370-3236	SENIOR PURCHASING AGENT Mary Ensley

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

RESPOND NO LATER THAN **Friday, January 23, 10:00 a.m.**

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

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

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

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

PROJECT: Counseling Services Registration Books 2015.2016 Project

ITEM/ QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Registration books	<p>Guilford County Schools 2015.2016 middle school and high school registration books printed and packaged per attached specifications. Deliver to school sites as specified by February 5, 2015. To view a sample of previous books, please visit www.gcsnc.com ; Departments; Counseling Services; Registration Toolbox.</p> <p>Bids shall be returned on or before the above date and time to the Guilford County Schools Purchasing Department, Room 215E, 501 W. Washington Street, Greensboro, NC 27401, ATTN: Mary Ensley. Bids also may be faxed to 336-271-3346, ATTN: Mary Ensley.</p> <p>Use attachment for quote. Please quote a delivered price. North Carolina sales tax in the amount of 6.75% must be included in the bid amount and should be listed as a separate item. Please provide unit and extended pricing for the following publications:</p> <ul style="list-style-type: none"> • 2380 High Schools Registration Books • 3940 Middle School Registration Books <p>All projects are awarded contingent on the availability of funds.</p>		

NAME OF COMPANY _____

BY (SIGNATURE AND TITLE) _____

FEDERAL/SOCIAL SECURITY I.D. NO. _____

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

PHONE: () _____

FAX: () _____



GUILFORD COUNTY SCHOOLS
Bid Document

Bid # 5744
Project/Bid Name Registration Books 2015.2016

Note: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal. Bidder also certifies under penalty of perjury that this bid has not been arrived at collusively and that he has not violated any Federal or North Carolina antitrust laws.

Registration Books	Unit Price (quote delivered price as specified)	Extended Price (quote delivered price as specified)	Tax	Total Price (quote delivered price as specified)
<u>High School Books = 2380 copies</u> Quote per specifications				
<u>Middle School Books = 3940 copies</u> Quote per specifications				

BIDDER:		FEDERAL TAX 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:	

**PRINTING SPECIFICATIONS FOR
2015-2016 GUILFORD COUNTY SCHOOLS
MIDDLE AND HIGH SCHOOL REGISTRATION BOOKS**

HIGH SCHOOL REGISTRATION GUIDES (Web Press)

- 128 plus cover- page booklet (132 in all)
- 8 1/2 x 11 folded (you may trim 1/8" off all sides for cost)
- **Cover front and back outside - 2-color - Black and PMS 254**
- **Cover front inside = 2-color - Black and PMS 254**
- **Inside pages - Black ink**
- Quantity - 2,380

MIDDLE SCHOOL REGISTRATION GUIDES (Web Press)

- 56 plus cover- page booklet (60 in all)
- 5 1/2 x 8 1/2 folded
- **Cover front and back outside - 2-color - Black and PMS 201**
- **Cover front inside - 2-color - Black and PMS 201**
- **Inside pages - Black ink**
- Quantity - 3940

BOTH

- Full Bleeds
- Folded and Stitched
- Paper Stock - Self-covering - 50lb. Vision Velvet or comparable
- Package by individual schools and label clearly (quantity different for each school) and deliver directly to middle and high schools by February 5, 2015. (Distribution list will be provided).
- Disk provided OR high resolution pdf's sent to your FTP Site
- Color proof requested
- * Call Joyce Parham @ 685-0005 for questions.

DISK INFORMATION

Macintosh Platform
InDesign Program
Fonts and linked files provided (or high resolution pdf)

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Alternative MS Books	45
Middle School MS Books	835
Elementary MS Books	3,060
Total # of MS Registration Books	3,940

High HS Books	1,565
Alternative HS Books	75
Middle School HS Books	740
Total # of HS Registration Books	2,380

GCS High Schools

Counseling Services Dept.
120 Franklin Blvd
Greensboro, NC 27401

Send to:

Fredricca Stokes

HS Books

60

Andrews High School
1920 McGuinn Drive
High Point, NC 27265

Jennifer Lackey

70

Dudley High School
1200 Lincoln Street
Greensboro, NC 27401

Vanessa McNeil

70

Eastern High School
415 Peeden Drive
Gibsonville, NC 27249

Collette Melton

70

Greensboro College Middle College
815 West Market St
Greensboro, NC 27401

Miranda DiCato

35

Grimsley High School
801 Westover Terrace
Greensboro, NC 27408

Tom Lauer

70

High Point Central High School
801 Ferndale Blvd
High Point, NC 27262

Tikela Evans

70

Northeast High School
6700 McLeansville Road
McLeansville, NC 27301

Myra Henderson

70

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Northern High School 7101 Spencer Dixon Road Greensboro, NC 27455	Debbie Benton	70
Northwest High School 5240 Northwest School Road Greensboro, NC 27409	Stacy Garner	70
Page High School 201 Alma Pinnix Drive Greensboro, NC 27405	Audrey Long	70
Penn Griffin School for the Arts 825 Washington Drive High Point, NC 27262	Kirsten Simpkins	35
Ragsdale High School 1000 Lucy Ragsdale Drive Jamestown, NC 27282	Alicia Brown	70
Smith High School 2407 South Holden Road Greensboro, NC 27407	Gloria Boyd	70
Southeast High School 4530 Southeast School Road Greensboro, NC 27406	George Hucks	70
Southern High School 5700 Drake Road Greensboro, NC 27406	Cynthia Parks	70
Southwest High School 4364 Barrow Road High Point, NC 27265	Jay Hawkins	70
The Academy at Central 700 Chestnut Drive High Point, NC 27262	Bahta Zebib	35
The Academy at Smith 2225 South Holden Road Greensboro, NC 27407	Gwen Atkinson	35

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

The Early College at Guilford 5608 West Friendly Avenue Greensboro, NC 27410	Nicole Webster	35
The Middle College at Bennett 610 Gorrell Street Greensboro, NC 27406	Stephanie Faison	35
The Middle College at GTCC - Greensboro 3505 E. Wendover Ave. Greensboro, NC 27405	Jennifer Kijania	35
The Middle College at GTCC – High Point 901 South Main Street High Point, NC 27260	John Devonmille	35
The Middle College at GTCC - Jamestown 601 High Point Road Jamestown, NC 27282	Ashlea Eakin	35
The Middle College at NCA&T 1601 E Market Street Hodgin Hall, Suite 111 Greensboro, NC 27411	Samara Johnson	35
The Middle College at UNCG 1408 Walker Ave Greensboro, NC 27412	Jameshia Hunter	35
The STEM Early College at NC A&T 402 Laurel Street Smith Hall Room 004 Greensboro, NC 27411	Sue Cardwell	35
Weaver Academy 300 S. Spring St. Greensboro, NC 27401	Mitzi Graves	35
Western High School 409 Friendway Road Greensboro, NC 27410	Ronnie Dargan	70

Total number of books for High Schools ONLY

1,565

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Alternative Schools		MS Books	HS Books
Christine Joyner Greene Education Center 604 High Point Rd. Jamestown, NC 27282	Anne Marie Davis	5	5
Doris Henderson Newcomers School 411 Friendway Road Greensboro, NC 27410	Corina Campbell	10	20
Gateway Education Ctr 3205 East Wendover Avenue Greensboro, NC 27405	Shantra Gray	5	5
High School Ahead Academy 329 College Road Greensboro, NC 27410	Kanesha Richardson	0	20
Meredith Leigh Haynes-Bennie Lee Inman 200 Haynes Rd Jamestown, NC 27282	Joanna Rudder	5	5
Sarah Walden Herbin-Dale Metz 400 O'Ferrell St Greensboro, NC 27401	Anne Marie Davis	5	5
SCALE - Greensboro 116 Pisgah Church Road Greensboro, NC 27405	Dawn Moreland	5	5
Dean B. Pruette SCALE Academy 900 English Road High Point, NC 27262	Larry Adams	5	5
Twilight School 116 Pisgah Church Road Greensboro, NC 27455	Kathleen Moffit	5	5
Total number of books for Alternative Schools ONLY		45	75

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

GCS Middle Schools	Send to:	MS Books	HS Books
Counseling Services Dept. 120 Franklin Blvd Greensboro, NC 27401	Karen Meadows	60	0
Allen Middle 1108 Glendale Dr. Greensboro, NC 27406	Eva Tune Attention School Counselor	35	35
Allen Jay Middle School (Preparatory) 1710 McGuinn Street High Point, NC 27265	Bryan Lloyd Attention School Counselor	35	0
Aycock Middle School 811 Cypress Street Greensboro, NC 27405	Dena Parson Attention School Counselor	35	35
Brown Summit Middle 4720 NC Highway 150 East Brown Summit, NC 27214	Aimee Denny Attention School Counselor	20	20
Eastern Middle 435 Peeden Drive Gibsonville, NC 27249	Patti Rivera Attention School Counselor	35	35
Ferndale Middle 701 Ferndale Road High Point, NC 27262	Sandra Johnson Attention School Counselor	35	35
Guilford Middle 320 Lindley Road Greensboro, NC 27410	Georgia Williams Attention School Counselor	35	35
Hairston Middle 3911 Naco Road Greensboro, NC 27401	Stephanie Reid Attention School Counselor	35	35
Jackson Middle 2200 Ontario Street Greensboro, NC 27403	Deanna Odom Attention School Counselor	35	35
Jamestown Middle 301 Haynes Rd Jamestown, NC 27282	Diedre Hightower Attention School Counselor	35	35

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Johnson Street Global Studies 1601 Johnson Street High Point, NC 27262	Claudia Eldridge Attention School Counselor	20	20
Kernodle Middle 3600 Drawbridge Pkwy Greensboro, NC 27410	Cindy Webster Attention School Counselor	35	35
Kiser Middle 716 Benjamin Parkway Greensboro, NC 27408	Fran Ditto Attention School Counselor	35	35
The Academy at Lincoln 1016 Lincoln Street Greensboro, NC 27401	Sonja Sloan Attention School Counselor	35	35
Mendenhall Middle 205 Willoughby Blvd Greensboro, NC 27408	Cam Cleaver Attention School Counselor	35	35
Northeast Middle 6720 McLeansville Road McLeansville, NC 27301	Ursula Frison Attention School Counselor	35	35
Northern Middle 616 Simpson-Calhoun Road Greensboro, NC 27455	Joel Maness Attention School Counselor	35	35
Northwest Middle 5300 Northwest School Rd Greensboro, NC 27409	Carmen Paisley Attention School Counselor	35	35
Penn-Griffin School of the Arts 825 Washington Street High Point, NC 27262	Shelia Bryan Attention School Counselor	35	35

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Southeast Middle 4825 Woody Mill Road Greensboro, NC 27406	Dorice Isaac Attention School Counselor	35	35
Southern Middle 5747 Drake Road Greensboro, NC 27406	Ryan Schnaith-Ivan Attention School Counselor	35	35
Southwest Middle 4368 Barrow Road High Point, NC 27265	Libra Dumas Attention School Counselor	35	35
Welborn Middle 1710 McGuinn Drive High Point, NC 27265	Tiffany Dewar Attention School Counselor	35	35

Total number of books for Middle Schools ONLY **835** **740**

GCS Elementary Schools

	Send to:	MS Books
Alamance Elementary 3600 Williams Dairy Road Greensboro, NC 27406	Erica Archer Attention School Counselor	45
Alderman Elementary 4211 Chateau Drive Greensboro, NC 27407	Karen Lowry Attention School Counselor	45
Allen Jay Elementary 1311 E. Springfield Rd High Point, NC 27263	Brandelyn Hall Attention School Counselor	45
Archer Elementary 2610 Four Season Blvd Greensboro, NC 27407	Adriana Kirkman Attention School Counselor	45
Bessemer Elementary 918 Huffine Mill Road Greensboro, NC 27405	Diana Johnson-Keyes Attention School Counselor	45
Bluford Elementary 1901 Tuscaloosa Street Greensboro, NC 27401	Cynthia Latham Attention School Counselor	45

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Brightwood Elementary 2001 Brightwood School Road Greensboro, NC 27405	Yolanda Pryor Attention School Counselor	45
Brooks Global Studies 1215 Westover Terrace Greensboro, NC 27408	Janine Piodela Attention School Counselor	45
Claxton Elementary 3720 Pinetop Rd Greensboro, NC 27410	Amy Mueller Attention School Counselor	45
Colfax Elementary 9112 W. Market Street Colfax, NC 27235	Chuck Blair Attention School Counselor	45
Cone Elementary 2501 N. Church Street Greensboro, NC 27405	Aja Thomas Attention School Counselor	45
Erwin Montessori 3012 E. Bessemer Avenue Greensboro, NC 27405	Elizabeth Brown Attention School Counselor	45
Fairview Elementary 608 Fairview Street High Point, NC 27260	Nicole Morris Attention School Counselor	45
Falkener Elementary 3931 Naco Road Greensboro, NC 27401	Lauren Waterman Attention School Counselor	45
Florence Elementary 7605 Florence School Rd High Point, NC 27265	Sonja Thompson Attention School Counselor	45
Foust Elementary 2610 Floyd Street Greensboro, NC 27406	Artia Long Attention School Counselor	45
Frazier Elementary 4215 Galway Drive Greensboro, NC 27406	Nan Lytton Attention School Counselor	45

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

General Greene Elementary 1501 Benjamin Parkway Greensboro, NC 27408	Diane Graff Attention School Counselor	45
George C. Simkins Elementary 120 Franklin Blvd. Greensboro, NC 27406	Dejanell Mittman Attention School Counselor	45
Gibsonville Elementary 401 E. Joyner Street Gibsonville, NC 27249	Jennifer Anthony Attention School Counselor	45
Gillespie Park Elementary 1900 Martin Luther King Blvd Greensboro, NC 27406	Lana McCallum Attention School Counselor	45
Guilford Elementary 920 Stage Coach Trail Greensboro, NC 27410	Patty James Attention School Counselor	45
Hampton Academy 2301 Trade Street Greensboro, NC 27407	Jennifer McCallum Attention School Counselor	45
Hunter Elementary 1305 Merritt Drive Greensboro, NC 27407	Laura Ayers Attention School Counselor	45
Irving Park Elementary 1310 Sunset Drive Greensboro, NC 27408	Genera Nicole Gilliam Attention School Counselor	45
Jamestown Elementary 108 Potter Drive Jamestown, NC 27282	Leah Callaway Attention School Counselor	45
Jefferson Elementary 1400 New Garden Rd Greensboro, NC 27410	Darryl Hills Attention School Counselor	45
Jesse Wharton Elementary 5813 Lake Brandt Rd	Lisa Pegram Attention School Counselor	45

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Greensboro, NC 27455 Jones Elementary 502 South Street Greensboro, NC 27406	Ingrid Michelle LeGrande Attention School Counselor	45
Joyner Elementary 3300 Normandy Road Greensboro, NC 27408	Tonya Purcell Attention School Counselor	45
Kirkman Park Elementary 1101 N. Centennial Street High Point, NC 27262	Shameka Whitsett Attention School Counselor	45
Lindley Elementary 2700 Camden Road Greensboro, NC 27403	Jackie Mason Attention School Counselor	45
Madison Elementary 3600 Hines Chapel Rd McLeansville, NC 27301	Ashley Gordon Attention School Counselor	45
McLeansville Elementary 5315 Frieden's Church Rd McLeansville, NC 27301	Mohamad Chehaitli Attention School Counselor	45
McNair Elementary 4603 Yanceyville Road Browns Summit, NC 27214	Cassandra Dorsey Attention School Counselor	45
Millis Road Elementary 4310 Millis Road Jamestown, NC 27282	Jenny Wagner Attention School Counselor	45
Monticello Brown Summit 5006 NC Highway 150 East Browns Summit, NC 27214	Cindy Krohn Attention School Counselor	45
Montlieu Elementay 1105 Montlieu Avenue High Point, NC 27262	Elizabeth Carter Attention School Counselor	45
Morehead Elementary 4630 Tower Road Greensboro, NC 27410	Kelly Ashley Attention School Counselor	45

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Murphey Elementary 2306 Ontario Street Greensboro, NC 27403	Nicole Watlington Attention School Counselor	45
Nathanael Greene Elementary 2717 N.C. Highway 62 E. Liberty, NC 27298	Traci Morris Attention School Counselor	45
Northern Elementary 3801 NC Highway 150 Greensboro, NC 27455	Martha Miller Attention School Counselor	45
Northwood Elementary 818 W. Lexington Avenue High Point, NC 27262	Kendra Randazzo Attention School Counselor	45
Oak Hill Elementary 320 Wrightenberry St. High Point, NC 27260	Gwen Adamson Attention School Counselor	45
Oak Ridge Elementary 2050 Oak Ridge Rd Oak Ridge, NC 27310	Melinda Hooper Attention School Counselor	45
Oak View Elementary 614 Oakview Road High Point, NC 27265	Christine Kendall Attention School Counselor	45
Parkview Elementary 325 Gordon Street High Point, NC 27260	Rashod Wells Attention School Counselor	45
Pearce Elementary 2006 Pleasant Ridge Road Greensboro, NC 27410	Kim Schubert Attention School Counselor	45
Peck Elementary 1601 W Florida Street Greensboro, NC 27403	Robert (Bob) Perry Attention School Counselor	45
Peeler Open Elementary 2200 Randall Street Greensboro, NC 27401	Bill Sampson Attention School Counselor	45

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Pilot Elementary 4701 Chimney Springs Dr Greensboro, NC 27407	Katie Thompson Attention School Counselor	45
Pleasant Garden Elementary 4833 Pleasant Garden Rd Pleasant Garden, NC 27313	Vera Maddox Attention School Counselor	45
Rankin Elementary 3301 Summit Ave Greensboro, NC 27405	Shauna Swann Attention School Counselor	45
Reedy Fork Elementary 4571 Reedy Fork Parkway Brown Summit, NC 27405	Savannah Bizier Attention School Counselor	45
Sedalia Elementary 6120 Burlington Rd Sedalia, NC 27342	Adreanna Wideman Attention School Counselor	45
Sedgefield Elementary 2905 Groometown Rd Greensboro, NC 27407	Kenneth Hopson Attention School Counselor	45
Shadybrook Elementary 503 Shadybrook Road High Point, NC 27265	Terra Chapman Attention School Counselor	45
Southern Elementary 5720 Drake Road Greensboro, NC 27406	Brooke Shipman Attention School Counselor	45
Southwest Elementary 4372 SW School Road High Point, NC 27265	Donna Swaim Attention School Counselor	45
Sternberger Elementary 518 N Holden Road Greensboro, NC 27410	Charissa Cowley Attention School Counselor	45
Stokesdale Elementary 8025 US Highway 158 Stokesdale, NC 27357	Martha Stilson Attention School Counselor	45

**Guilford County Schools
Registration Book Distribution List**

January 13, 2015

Summerfield Elementary 7501 Summerfield Road Summerfield, NC 27358	Devin Floyd Attention School Counselor	45
Sumner Elementary 1915 Harris Drive Greensboro, NC 27406	Christina Cochran Attention School Counselor	45
Triangle Lake Elementary 2401 Triangle Lake Road High Point, NC 27262	Charma Harris Attention School Counselor	45
Union Hill Elementary 3523 Triangle Lake Road High Point, NC 27260	Caroline Knight Attention School Counselor	45
Vandalia Elementary 407 E. Vandalia Rd Greensboro, NC 27406	Dondrill McFarland Attention School Counselor	45
Washington Elementary 1110 E. Washington St Greensboro, NC 27401	Patricia Taylor Attention School Counselor	45
Wiley Elementary 600 W Terrell Street Greensboro, NC 27406	Susan Eubanks Attention School Counselor	45
Total number of books for Elementary Schools ONLY		3,060

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions.
The Guilford County Schools (GCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

12. **ACCEPTANCE AND REJECTION:** GCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** GCS reserves the right to require a list of users of the exact item offered. GCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to GCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by GCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by GCS or the bidder, GCS reserves the right to accept any item or group of items on a multi-item bid. In addition, on TERM CONTRACTS, GCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by GCS to be pertinent or peculiar to the purchase in question.

All contracts are awarded contingent upon the availability of funds.
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, GCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the GCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become GCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the State Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/PandC/>. **All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.**
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.
22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**
 - A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).

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

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

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

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

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

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

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** GCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for GCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save GCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
- 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 \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
19. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

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

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacture, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

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

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