Sealed bids will be received by Guilford County Schools until 2:00 p.m., May 25, 2016 at 501 W. Washington Street, Greensboro, NC 27401, RM#100, and immediately thereafter, publicly opened and read aloud, to furnish all material and equipment per the attached specifications and instructions to bidders for School Bus Video Surveillance Systems for GCS Transportation Department located at 131 Franklin Blvd., Greensboro, NC 27401.

The Bid document Submittal Requirements may be view on the Guilford County Schools website at the following link: http://purchasing.gcsnc.com/BidCurrent/PurchasingQuoteList.aspx. Look for the corresponding request number, 5874.

Questions regarding the bid specified will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Any questions regarding bid specifications must be received no later than 5:00 p.m. May 19, 2016 by Velicia Moore at gaddyv@gcsnc.com. All responses to questions or requests received by this deadline will be posted online at: http://purchasing.gcsnc.com/BidCurrent/PurchasingQuoteList.aspx by May 23, 2016 under the corresponding request number, 5874. Late requests will not receive a response.

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

GCS reserves the right to accept or reject any or all bids presented, and the right to waive any informalities or irregularities.

Donald Reid
Purchasing Officer
Guilford County Schools
Per the Minimum Specifications and Instructions to Bidders: vendors to supply School Bus Video Monitoring Systems (DVR and cameras) for GCS Transportation Department.

GCS intends to purchase units per attached minimum specifications, upon award of the bid/contract based on available funding. Dependent upon bid prices, the total number of DVR units purchased is estimated to be at least 50, with a maximum purchase of up to 300 units. GCS would also like to reserve the right to purchase additional systems at a later time, at the bid price, under these same terms and conditions, if additional funds become available.

This purchase will be coordinated by Jeff Harris, Director of Transportation. Upon the award of the bid and issuance of a purchase order on or about June 3, 2016, delivery of units must be received by GCS on or before June 20, 2016 and invoiced. **Prospective vendors should not provide quotes on a DVR system/Camera unit quantity category that cannot be met within the designated timeframes.**

Bidders shall be responsible for responding to all information requested on the IFB. The vendor is permitted to propose multiple systems within their response. Each response will be evaluated separately.

Written request for clarification regarding bid specifications must be received no later than 5:00 p.m. May 19, 2016 by Velicia Moore at gaddyv@gcsnc.com.

Bids shall be returned on or before 2:00 p.m., May 25, 2016 to the Guilford County Schools Purchasing Department, 501 W. Washington St., Greensboro, NC 27401.

**PLEASE SHOW PRICING ON THE ATTACHED FORM. RETURN ALL FORMS AND SUPPORTING DOCUMENTATION, SIGNED AND DATED.**
# SCHOOL BUS SURVEILLANCE SYSTEM
## MINIMUM SPECIFICATIONS and Instructions
### BID# 5874

## MINIMUM REQUIRED FEATURES:

### DVR
- Minimum – Four (4) channel mobile DVR – audio and video recording on each channel simultaneously
- Lockable and removable front access panel
- DVR is tamper-proof and provides protection from access of unauthorized personnel with no exposed wiring connections into the unit.
- Housing must be shock resistant and low profile.
- Capability to be installed at any angle in an easily accessible location.
- Wireless remote control for setup and programming functions.
- Access connections for plugging in a video/audio monitor.
- Marking or event noting capabilities on the hard drive, as initiated by a “panic button” accessible in the driver area.
- Minimum of 5 sensor inputs/signals for brake, amber light activation, stop-arm activation. The input signals must be able to be reviewed while viewing recorded footage in the playback software.
- The DVR unit must have built in protection against dust and temperature conditions.
- The DVR unit must have built in protection against transient voltage damage.

### DVR Operating System
- Event data must automatically record over data files once the audio/video capacity has been reached. The system must not erase data when overwrite begins, and overwrite should begin with the oldest data first.
- The onboard real-time clock must operate independently of the main power supply and must adjust automatically for daylight saving time.
- The system must be able to be configured to boot up and begin recording upon activation of the engine run switch.
- The system must be able to be configured to continue recording up to 30 minutes after the ignition switch is turned to the off position.

### Event Storage
- Solid State Drive - Capacity provided by vendor on quote
- Storage drive can be removed and/or replaced while DVR is in fully powered operation without any damage.

### Cameras
Cameras must include the following:
- Four (4) Internal Cameras
- Shatterproof, anti-glare, scratch resistant, high-definition quality.
- High impact, vandal-proof, stamped metal housing, moisture proof.
- Integrated microphone in all cameras.
- Integrated lighting for night or low light recording.
- Temperature resistant circuitry.
- Input image to the DVR shall be clear, stable and free of vibration.
• The awarded vendor must be able to identify and supply the appropriate camera and lens to have full view of the following areas in the bus:
  o 1 - Forward facing – captures driver view of the roadway
  o 1 - Front to Rear – captures down the aisle from front to rear
  o 1 - Above the Driver – captures driver area and stairwell
  o 1 - Rear Corner to Middle – captures rear seats and middle area of passenger area

**Video/Audio Playback Retrieval and Archiving**

• The preferred method of video review is accomplished through USB connection with the DVR drive utilizing the supplied proprietary playback software. The USB connection from the user’s computer must power the storage drive.
• Proprietary software must not be required for viewing saved video files. Saved file formats must exist whereas the video can be viewed using the proprietary software and as industry standard AVI files.
• The video review software must be user friendly. It must allow for one screen viewing of all cameras with the options to select any single and/or multiple camera view and to select audio from any camera position.
• The playback software must be able to copy video/audio to a user designated location in the user selected time frame, in an industry standard playback file.
• The playback software must offer the capability to play, stop, forward, reverse, pause, frame-by-frame forward and reverse video files and to adjust the audio volume.
• The software must be able to create a snapshot image of a single frame.
• The software must have the capability to blur portions of snapshot images.

**Maintenance, Training & Technical Support**

• The awarded bidder will provide contact(s) information for technical support.
• The DVR system must not require any additional maintenance support other than periodic testing for proper operation.
• The system operation must be user friendly, whereas district personnel with minimal training will be able to access the DVR in order to perform system updates, change user settings, or ensure proper functioning.
• The awarded bidder will include the training of 15 GCS employees on system use.
• The awarded bidder will supply digital/online user manuals.
• The awarded bidder will provide technical support Monday through Friday 8 a.m. to 5 p.m. EST.

**Warranty**

• The DVR must have a Three (3) Year Limited Parts and Labor warranty.
• The cameras must have a Three (3) Year Limited Parts and Labor warranty.
The responsible bidder will:

- Ensure delivery of all units to the GCS Transportation Department by June 20, 2016.
- Meet or exceed the minimum required specifications.
- Make necessary adjustments or replace units which fail to achieve stated performance.

1. **Deviations from the Bid**

   If the equipment, supplies, or materials proposed by a vendor differ from the minimum provisions contained in these specifications, such differences must be explained in detail and submitted in writing with the proposal in the form of a product specification document. Such bids will receive careful consideration if such deviations do not depart from the intent of the specifications and are in the best interest of the GCS. If no such deviations are noted in the bid and it is discovered later that the product furnished does not meet the requirements of the specifications, such vendor will be terminated as a provider or, at the option of the GCS, will be required to furnish immediately, at its own expense and with no additional cost to the GCS a product which does meet the requirements of the specifications.

2. **Acceptance of Bids**

   GCS will prepare purchase orders, contracts or other documents for the successful bidder(s) using the name exactly as it appears in the bid. Therefore, it is absolutely necessary that each bidder sign the bid using the correct legal name.

3. **Deadline for Bids**

   Bids are due on the date and hour set forth on the bid form. It shall be the responsibility of each vendor to see that its’ bid is in the hands of a GCS Purchasing Department employee before the time specified. LATE BIDS WILL NOT BE CONSIDERED.

4. **Right to Reject**

   GCS reserves the right to reject any and all bids, to waive all technicalities and irregularities, and to make awards considered to be in the best interest of the GCS.

5. **Award of Contract**

   The award will be made to the lowest responsible bidder or bidders taking into consideration experience, quality, performance, efficiency and all other relevant factors.

6. **Warranty**

   Bidder shall provide a copy of the extent of the warranty for parts.
7. **Funding**

The number of systems purchased will be limited to the funding which has been budgeted by the Guilford County Schools. Additional systems may be purchased depending upon the availability of department funds.
**GUILFORD COUNTY SCHOOLS**  
**SCHOOL BUS VIDEO SURVEILLANCE SYSTEM**  
**BID SHEET**  
**BID# 5874**

**Bid Sheet per Stated Minimum Specifications**

COMPANY NAME: ______________________________________________________

COMPANY ADDRESS:  __________________________________________________

______________________________________________________________________

**Product/System Name**:  _______________________________________________

*Specification documentation must be provided for each system quoted*

**Prospective vendors should not provide quotes on a DVR System/Camera unit quantity category that cannot be met within the designated timeframes.**

<table>
<thead>
<tr>
<th>Product/Service Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>Unit Price for one (1) DVR System, four (4) Cameras</td>
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<tr>
<td>Freight Cost, one (1) DVR System/ four (4) Cameras</td>
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<td>Taxes (6.75%)</td>
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<td>Total Cost</td>
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<td>Price for 50 DVR Systems, 200 Cameras</td>
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<td>Total Cost</td>
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<tr>
<td>Price for 100 DVR Systems, 400 Cameras</td>
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<tr>
<td>Freight Cost, 100 DVR Systems, 400 Cameras</td>
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<td>Price for 200 DVR Systems, 800 Cameras</td>
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<td>Freight Cost, 200 DVR Systems, 800 Cameras</td>
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<td>Price for 300 DVR Systems, 1,200 Cameras</td>
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<td>Taxes (6.75%)</td>
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<td>Total Cost</td>
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Offer valid for 45 days from date of bid opening.

Bid Expiration Date: ___________________

The number of systems purchased will be limited to the funding, which has been budgeted by Guilford County Schools. Depending upon the availability of funding, Guilford County Schools would like to reserve the option to purchase additional units at the quoted bid prices for a period of up to 90 days from the date of award. Although we anticipate the possibility of purchasing additional units, we cannot guarantee that this additional purchase will occur.

Please indicate the period of time in which you are willing to guarantee the quoted prices from the date of award: ________________________________.
**VENDOR INFORMATION**

1. List, below, purchase contracts of similar size and value that Vendor has performed.

<table>
<thead>
<tr>
<th>Device Manufacturer &amp; Model</th>
<th>Quantity</th>
<th>Total Value</th>
<th>Customer Name</th>
<th>Date Completed</th>
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By signature below, I attest that the quoted units in the amount indicated in this bid can be delivered on or before June 20, 2016.

Please sign and return this form with your bid documentation.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:**

__________________________________________________________

**NAME OF AUTHORIZED REPRESENTATIVE (TYPED OR PRINTED):**

__________________________________________________________

**DATE:** ____________________
IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.
143C-6A-5(a)

Name of Contractor, Vendor or Bidder: ________________________________

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

__________________________________________  _____________________________
Signature                                      Date

__________________________  _____________________________
Printed Name          Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

☐ When a bid is submitted
☐ When a contract is entered into (if the certification was not already made when the vendor made its bid)
☐ When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List. The State Treasurer’s
1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. GCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of a Purchase Order to the vendor/contractor by Guilford County Schools.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

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

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

7. **INSPECTION AT CONTRACTOR’S SITE:** GCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for GCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.

9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

12. **PATENT:** The contractor shall hold and save GCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.

14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
   a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
   b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE COVERAGE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
   a. **Worker's Compensation** - The contractor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $150,000.00, covering all of contractor’s employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
   b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
   c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be $150,000.00 bodily injury and property damage; $150,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

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

17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State’s agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State’s third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

19. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

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

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

20. ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS): Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor’s trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor’s timely assistance, a web-based placement of contract information, where appropriate, that includes the contractor’s identification on the appropriate contract category. 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, authorized 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.
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 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 Guilford County Schools 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 Guilford County Schools. 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 G 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 Purchasing Officer of Guilford County Schools at the address given in the solicitation document entitled “Mailing Instructions”. This request must be received by Guilford County Schools within five (5) consecutive calendar days from the date of the contract award, and must contain specific reasons and any supporting documentation for the protest.

20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.

22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

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

   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.