	<p align="center">GUILFORD COUNTY SCHOOLS Request for Proposals Catered Meals</p> <p align="center">Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
Direct all inquiries to:	Request for Proposals: 6403
Shayla Parker, Director of Purchasing	Bid due date: November 4, 2021
parkers3@gcsnc.com	Commodity: Catered Meals

NOTICE TO BIDDERS

Bids, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until **2:00 PM EST** on the day of opening for furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine in response to this Invitation for Bid **will not** be accepted.

EXECUTION

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

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

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

Offer valid for 14 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

1.0 PURPOSE AND BACKGROUND

Guilford County Schools (hereinafter, "Guilford County Schools" or "GCS") is the third largest district in North Carolina, serving more than 72,000 students across 125 schools in urban, suburban and rural areas. Located in Guilford County in central North Carolina, GCS employs over 9,000 full time personnel, including 274 principals and assistant principals, 2,387 elementary teachers, and 1,079 secondary teachers. GCS has around 620 mentors actively mentoring our district's 900 new teachers. Those mentors are guided by a single site-based lead mentor at each school. There are approximately 124 lead mentors. GCS has 6 induction coaches that work directly with new teachers in a supportive role.

1.1. **Guilford County Board of Education** is requesting proposals for **CATERED MEALS by vendors who can provide meals for schools when, due to supply shortages, supply chain issues or other limitations, the meals planned by GCS for any given school or program are not available. The meals would be available with limited notice, in large quantities.** Catered Meals would follow the Guidance for School Food Authorities" dated June 2016 (USDA) and Department of Instruction of North Carolina regulations and guidelines. It is the district's intent to award to multiple caterers and to create a list of approved caterers that will be available for this service.

1.2. The selected vendors must meet all requirements in this proposal, as well as all applicable Federal and State laws, regulations, and contract requirements.

1.3. In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected vendor to meet all specifications and

guidelines set forth herein. GCS, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by GCS.

2.0 GENERAL INFORMATION

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

DEFINITIONS

For purposes of this contract, the following definitions apply:

“Contractor” means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with an SFA.

“Cost reimbursable contract” means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.

“Fixed fee” means an agreed upon amount that is fixed at the inception of the contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the contract. The fixed fee can be expressed either as a fixed amount or as a cost per meal.

“Food service management company” or “FSMC” means a commercial enterprise, nonprofit organization, or public institution that is, or may be, contracted with by a recipient agency to manage any aspect of a recipient agency's food service, in accordance with 7 CFR 210, 225, or 226.

“NCDPI” means the North Carolina Department of Public Instruction.

“Nonprofit school service account” means the restricted account in which all the revenue from all food service operations conducted by SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

“School food authority” or SFA means the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program.

INTENT

This solicitation is for the purpose of securing available providers for catered meals with limited notice in large quantities for the food program for Guilford County School referred to as GCS hereinafter referred to as School Food Authority (“”).

The proposer will be referred to as Catered Meals Contractor (CMC), and the contract will be between CMC and SFA.

PROCUREMENT METHOD

Procurement shall be executed through submission of proposals, and it is anticipated that multiple providers will be selected for the provision of catered meals on demand as needed.

TAXES

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

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

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

INSURANCE

Certificate of Insurance

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

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

PUBLIC LIABILITY INSURANCE

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

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

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

WORKER'S COMPENSATION INSURANCE

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

TERMS AND CONDITIONS

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

3.0 SPECIFIC INFORMATION

DEADLINE FOR RECEIPT OF PROPOSALS

Guilford County Schools (GCS) is accepting competitive proposals until **Thursday, November 4, 2021, at 2:00 p.m.** All proposals received by GCS after this date and time will be returned to the sender unopened. Proposals must be submitted electronically.

PRE-PROPOSAL CONFERENCE

No pre-proposal meeting is scheduled for this project

- 1. **Questions pertaining to this RFP must be submitted via email to Shayla Parker no later than 2:00 PM (Eastern), on Tuesday, October 26, 2021.**

Vendors will enter “RFP #6403 – Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

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

- 2. Written communication will override any verbal communication that takes place during the process between any FSMC and SFA.

- a. NCDPI 7 CFR 210.19 requires NCDPI to review each contract between SFA and CMC to ensure compliance with program regulations. Regulations require NCDPI approval of each contract before the contract is executed. NCDPI is not a party to any contractual relationship between any SFA and FSMC. NCDPI is not obligated, liable, or responsible for any action or inaction taken by any SFA or CMC based on this contract. NCDPI review of the contract is limited to assuring compliance with federal and state procurement requirements. NCDPI does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

- b. All costs resulting from contracts that do not meet the requirements of 7 CFR 210 are unallowable nonprofit school food service account expenses. When SFA fails to incorporate NCDPI required changes to solicitation or contract documents, all costs

resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

3. Prohibited Items

FSMCs may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving a CMC. This prohibition would be effective in any situation where SFA conducts its own procurement or where CMC procures products on behalf of SFA (reference FNS Instruction 1998-SP-25).

4. Execution

After the complete RFP/contract is approved by GCS, the contract must be signed by all local parties. Changes or amendments are not valid unless approved in writing by ISS prior to execution.

5. Schedule for Opening and Contract Award.

Oral interpretation will be made to any company as to the meaning of the specification. Such questions shall be made in writing by email to Shalya Parker, Purchasing Officer. Every interpretation will be in the form of an addendum to the specification. **The Catered Meals Contractor (CMC) Evaluation Committee will submit its recommendation for the pre-qualification of CMC's by no later than November 8, 2021.**

The CMC Evaluation Committee will submit its recommendation to the Board of Education **Recommendation to the Board of Education regarding the award of a contract by no later than December 14, 2021.**

The Guilford County Board of Education reserves the right to reject any and all proposals that are not considered to be in the best interest of the School District; to negotiate with one or more of the CMC submitting proposals for a contract award or to reject all proposals and to re-advertise the RFP.

BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein. **The responding vendor will submit one (1) hard copy response and one (1) electronic response (electronic format should be provided on a labeled flash drive).** Hard copy responses should be addressed in an envelope with the RFP number as shown in the Mailing Instructions Section of this document. It is the responsibility of the bidder to have the bid in the Guilford County Schools Purchasing office by the specified time and date of opening.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this Request for Proposals will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

CONDITION RESPONSE

- A. Vendors are required to complete the condition response portion of the response document with one of the following responses.
- B. "Vendor has read, understood, and accepts the statements and requirements without conditions or exceptions."
- C. OR "Vendor has read, understood, and accepts the statements and requirements with the following conditions or exceptions: (state conditions, exceptions, and explanation)."
- D. OR "Vendor has read, understood, and does not accept the statements and requirements due to the following: (state reason and explanation)."

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

RFP No. 6403

Shayla Parker, Director of Purchasing

Guilford County Schools

501 W. Washington Street

Greensboro, NC 27401

BRAND NAME

Unless otherwise indicated, manufacturer names and model numbers specified are used for purposes of identifying and establishing general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. The specifications following are the minimum acceptable by Guilford County Schools. Any deviations from the specifications shall be so stated in writing in the bidder's response. Please include in your response manufacturers' model numbers along with prices of items offered. Submit complete descriptive literature and specifications on all items offered. Bids which fail to comply may be subject to rejection.

REFERENCES

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

WARRANTY

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

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

TRANSPORTATION CHARGES

Free on board (FOB) to designated sites in Guilford County, NC, with all transportation charges prepaid and included in the bid price.

4.0 AWARD AND BID EVALUATION

REVIEW AND AWARD

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

EVALUATION CRITERIA

All qualified bids will be evaluated, and award will be made based on consideration of the following criteria:

1. Vendor's RFP response as to its completeness and conformity to all requirements
2. Vendor's experience with the services requested
3. Compliance with the terms and conditions
4. Vendor's client history and business stability
5. Vendor's client references
6. Overall costs
7. Any other factors which GCS deems to be in its best interest

Final selection will be made on a "best value" basis, according to the solution deemed to be the most advantageous to Guilford County Schools.

5.0 Scope of Work

DURATION OF CONTRACT

This contract shall be for a period beginning December 1, 2021 and ending June 30, 2022.

- a. Independent contractor. Catered Meal Contractor (CMC) shall be an independent contractor and not an employee of School good authority (SFA).
- b. Permanent Agreement. FSMC shall operate in conformance with SFA's Permanent Agreement/Policy Statement (NCDPI)
- c. Scope of operations: Only the programs listed below will be included in the awarded contract. If a program is added later, the appropriate procurement procedures must be followed. SFA shall retain signature authority for application/agreement, to participate in the below listed programs.

Federal Regulations for USDA School Nutrition Programs

- National School Lunch Program: 7 CFR 210

- School Breakfast Program: 7 CFR 220
- Special Milk Program: 7 CFR 215
- Procurement Regulations 7 CFR 210.16, 7 CFR 210.21, 2 CFR 200.318-326

The Caterer will provide meals to the following school location(s): All Guilford County Schools when requested.

Special Conditions/Required procedures:

- Orders will be provided to the Caterer by Guilford County Schools no later than 24 hours prior to the first day service is needed.
- All food is to be delivered in a hot holding or cold holding unit that will maintain food temperature in the safe zones until served at these times: Breakfast 7:30 a.m. – 9:30 a.m. and Lunch 10:00 a.m./ 2:00 p.m.
- Caterer/Contractor completes and delivers to the districts specified locations each day, the daily plan or delivery ticket (a form required by the NCDPI) must be completed and will be provided to the Caterer to record the amount of food prepared and delivered each day.
- Caterer will provide all nutrition information needed for the required nutrient analysis upon request.

In compliance with this Proposal/Contract, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver, any or all items upon which prices are proposed, at the prices set correlating to each item, within the time specified.

By responding to this Proposal/Contract, the Caterer certifies that the Proposal is made without prior arrangements, agreements, or connection with any firm, corporation, or person submitting a Proposal for the same items, and is in all respects fair and without collusion or fraud. The Caterer/Contractor also certifies no one connected to this company has had any connection with the development or drafting of this Proposal/Contract. Under penalty of perjury, the undersigned Caterer/Contractor certifies that this proposal/contract has not been arrived at collusively or otherwise in violation of Federal or State (North Carolina) laws or regulations.

By signing this Proposal/Contract Certification, the individual assures that the Caterer has read and understands all the General Terms and Conditions in this RFP/Contract and agrees to be bound by them and is authorized to submit Proposals on behalf of the Caterer.

The award shall be made to some or all of the qualified responsive and responsible offerors whose proposals are responsive to this solicitation. A responsible offeror is a Caterer whose financial, technical and other resources indicate an ability to perform the services established by the SFA and required by this solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to other than the lowest monetary proposal.

The Guilford County Board of Education reserves the right to reject any and all proposals that are not considered to be in the best interest of the School District; to negotiate with one or more of the CMC submitting proposals for a contract award or to reject all proposals and to re-advertise the RFP.

MEAL PREPARATION

The Caterer will provide reimbursable meals and will deliver lunch, breakfasts and snacks pursuant to the National School Lunch and School Breakfast Programs and the Summer Food Service Program.

The CMC shall provide meals on such days and at such times and locations as requested by the GCS.

The CMC will provide condiments, eating utensils, extra milk, and transportation containers if applicable.

The CMC will provide meals that meet USDA meal pattern requirements, in accordance to the national school lunch program.

The CMC will deliver meals in containers to support keeping food at required temperatures.

The SFA has provided at least four weeks of menus for the Caterer that indicates specific foods/portions that are to be included in each meal or snack.

The meal pattern for the National School Lunch Program is attached as Attachment A (lunch) to this proposal. If the Caterer will provide meals or snacks that will be claimed through any other School Nutrition Programs, the applicable meal patterns have been attached to this Contract.

District calendar is provided in Attachment B

School list is provided in Attachment D

ORDERING AND DELIVERY OF MEALS

The SFA will notify the caterer 24 hours/day in advance of the number of meals needed, as prescribed. The number of meals requested could be 100-2000 meals per day, per location. The number of meals may increase, or decrease based on the need.

The caterer will deliver meals to specified location no later than 7:00am – 9:00am Breakfast
10:00 am -10:30 am. Lunch

CATERER RESPONSES

Caterer is asked to provide the price for each meal type i.e.

Breakfast

Lunch

The Caterer will invoice the SFA Weekly, Bi-weekly or Monthly

SCHOOL FOOD AUTHORITY CONTROL OF THE SCHOOL NUTRITION PROGRAM

The School Food Authority (SFA) will maintain its responsibilities for administration of the food service,

in accordance with regulations and policies for the Federally-assisted School Nutrition Program(s). The SFA will:

GCS Responsibility GCS shall retain control of the quality, extend and general nature of the food service.

Free, reduced and paid. FSMC shall offer free reduced prices, and full price reimbursable meals to all eligible participating in the program.

Meal pattern, FSMC shall provide meals and al carte items that satisfy the meal pattern requirements as applicable program regulations (7 CFR 210, 220, 225, 226).

Participation. FSMC shall promote efforts to increase participation in the child nutrition programs.

Ensure that the School Nutrition Program conforms to the School's Agreement with the NC Department of Public Instruction/State Board of Education to participate in the Federally-assisted School Nutrition Programs.

Retain control of the nonprofit School Nutrition Program account and overall financial responsibility for the nonprofit School Nutrition Program.

Protect the confidentiality of all proprietary records (including standardized recipes) and ensure such records are not shared with any party outside of the regulatory agencies and agents of these agencies as stipulated in this Contract.

Retain signature authority on the School Nutrition Program agreement. Retain signature authority for the annual School Nutrition Program application and monthly claims by electronically submitting required information to the NC Department of Public Instruction/State Board of Education.

Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit School Nutrition Program account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.

Retain title to USDA Foods and ensure that all USDA Foods made available to the Caterer accrue only to the benefit of the SFA's nonprofit School Nutrition Program.

Review, approve or deny, certify and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. Provide hearings related to eligibility determinations in accordance with 7 CFR 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a (e).

Prepare all catering Contract documents.

Monitor catered meals to ensure the preparation and service of food is in conformance with program regulations.

Ensure the Caterer maintains all applicable health certifications and assure all State and local health regulations are being met by Caterer if preparing or serving meals at a school or other facility. The SFA will also maintain all applicable health certifications required to serve catered meals to students.

Comply with Federal regulations for accommodating students with special dietary needs and will provide specific meal preparation instructions to the Caterer to ensure reimbursable meals are prepared that meet the child's specific dietary restrictions.

HEALTH AND SANITATION

The SFA and the Caterer agree that Federal, State and local health and sanitation requirements will be met at all times. The Caterer will obtain and maintain all Federal, State and local health certifications and regulations that apply to school facilities and any other facilities in which meals are prepared or packaged. The Caterer will maintain applicable health certifications for any facilities outside the school in which meals are prepared. All food will be properly stored, prepared,

packaged and transported free of contamination and at appropriate temperatures.

The Caterer shall furnish to the SFA a copy of the current health certification issued by the Department of Environmental Health which shall be included with the Contract and any

amendments or renewals. If Time as a Public Health Control (TPHC) procedure is used as a food safety practice, a current copy is to be provided to the SFA.

The Caterer agrees to maintain a minimum of an “A” Health Inspection Grade throughout the Contract. In the event the Catering facility receives a rating of less than an “A” Health Inspection Grade, the Caterer agrees to contact the SFA immediately and take immediate corrective action to return the rating to an “A”. If the “A” Health Inspection Grade is not restored within thirty days, the SFA may cancel the Contract and enter into an emergency Contract with another Caterer.

All food must arrive at the school site at the temperatures safe for consumption as required by the North Carolina Food Code. All hot food must arrive at temperatures 135 degrees F (135F) or higher and all cold foods at temperatures of 41 degrees F (41F) or below. All food temperatures shall be verified and documented upon delivery by the SFA. Any food not meeting the required temperatures can be rejected. All food will arrive free of contamination and in sanitary temperature-gauged containers. Food items or whole meals must be placed in hot or cold holding units that are under proper holding temperatures at the school to maintain proper temperatures unless a written TPHC procedure is followed.

SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery. Meals must be prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations. The Caterer is responsible for the quality and wholesomeness of meals up to and including delivery to the SFA. The SFA, the NC Department of Public Instruction, and the US Department of Agriculture reserve the right to inspect the Caterer’s

preparation and storage facilities and transporting vehicles, without notice any time.

The Caterer will collaborate with the SFA to develop approved Hazard Analysis and Critical Control

Point (HACCP) procedures using the NCDPI provided templates (or approved equivalent) to assure that safe meals are served to students

BOOK KEEPING

The Caterer agrees to maintain full and accurate records, which the SFA must keep in order to meet its accountability records for claiming Federal meal reimbursement funds. Required records include: 1) standardized recipes, Nutrition facts labels, ingredient lists, and/or manufacturer’s specification sheets or Product Formulation Statements for each product; 2) daily production records using the NCDPI prototype form unless prior approval has been granted for alternate

form(s); or a daily delivery ticket (if the SFA elects to complete the production record) which includes daily quantities of food prepared, by type of meal; and daily number of meals furnished, by type of meal.

The Caterer shall submit at the end of each month, copies of the month's menus, production records or delivery tickets for menus served, and numbers of meals furnished to the SFA.

The Caterer agrees that an SFA-approved catered meal delivery ticket or production record must accompany the meals to the site(s) each day so that they may be used to document time and temperature of meals upon arrival at the site(s). The Delivery Ticket and/or Production Record shall also be used to determine whether the Caterer provides a sufficient quantity of food to meet the minimum meal component requirements to ensure reimbursable meals. This daily practice will

enable the SFA to document leftover amounts and disposition of foods at the end of the meal service.

The Caterer agrees that all records pertaining to the Caterer's preparation, delivery and service of meals and snacks for the SFA's School Nutrition Program will be made available to the SFA upon request and agrees to retain all records for inspection and audit by representatives of the School, the NC Department of Request for Proposal (RFP) and Contract for Catering Services in the National School Lunch Program Public Instruction/State Board of Education, U.S. Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the Contract, except that in circumstances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the audit.

The Caterer agrees to provide a copy of a current license to do business in North Carolina. This copy shall be attached to the Contract.

The Caterer also agrees to undergo at least two, preferably more, food safety inspections each year; the Caterer will provide the food safety inspection report to the SFA and to the NCDPI upon request. The SFA reserves the right to inspect the catering food preparation, transportation and storage facilities at any time during the course of the Contract, including prior to the award of the Contract.

ADDITIONAL CATERING RESPONSIBILITIES

The Caterer agrees to the following, as required by USDA regulations for operating the Federally funded School Nutrition Programs. The Caterer will:

Provide on-site access to all records and food storage, preparation and service areas of the Caterer's operations facility to the SFA and the State Agency (NC Department of Public Instruction) upon request and as deemed necessary and appropriate at any time during the Contract period to monitor safe food-handling procedures, food production, food quality and other parameters incumbent in purchasing, storing, preparing, transporting and serving meals in conjunction with the SFA's School Nutrition Program.

Not offer A la Carte food service unless free and offered to all eligible children.

Abide with the Buy American provision of the Federal regulations for domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States. All food and beverages for use in the SFA's School Nutrition Program must be purchased from approved

sources. All non-domestic foods used in the preparation and service of meals to students shall be approved, in writing, by the School Nutrition Administrator of the SFA.

Comply with the following as applicable, incorporated into the Contract by reference:

1. For Contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations

(29 CFR Part 5);

2. For Contracts in excess of \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);

3. For Contracts in excess of \$100,000: All applicable standards, orders, and requirements issued

under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40

Request for Proposal (RFP) and Contract for Catering Services in the National School Lunch Program 11CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

4. The Contractor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to

register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. Therefore, the Contractor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on school property or at school

events. The Caterer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection

Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Contractor shall not assign any employee or agent to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety

or well-being of student or school personnel. School officials reserve the right to prohibit any individual employee of Caterer from providing services on school property if school officials determine, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

5. Abide with Iran Divestment Act as established by the NC General Assembly.

CANCELLATION

Even if the Caterer is selected to provide meals pursuant to this RFP, and a contract is entered in to between the Caterer and GCS, the RFP may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under the Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of the Contract will include, but are not limited to:

- (1) the Caterer's failure to adhere to any of the provisions of this Contract;
- (2) the Caterer delivering any product(s) that fail to meet the specifications included in this Contract;
- (3) the Caterer delivering any substitution(s) of product(s) different than those agreed upon by the SFA and the Caterer prior to any substitution;
- (4) the Caterer's failure to meet the required delivery schedules as identified in the Contract;
- (5) the Caterer's failure to maintain an "A" Sanitation Grade; and

(6) the Caterer's violation of any other provision contained within the Contract.

In the event the SFA elects to purchase other products from other sources, the SFA will invoice the Caterer for any increased costs to the SFA, and the Caterer agrees, by signing this Contract, to promptly pay any such charges invoiced.

CATERER CERTIFICATION STATEMENTS

1. If the Contract is for more than \$25,000, Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions" form.

2. If the Contract is for more than \$100,000, Caterer has completed and attached the "Certification Regarding Lobbying" form and, if applicable as described on the "Certification Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.

3. The Caterer's signature on this RFP indicates there is no conflict of interest associated with the award of this Contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

6.0 General Provisions

1. Issuance of this RFP does not commit GCS to select a product, vendor, or make an award.
2. Responding vendor is responsible for all expenses incurred by vendor in the preparation of a response to this RFP. This includes attendance at interview, presentations, or other meetings and demonstrations, where applicable.
3. All proposals must adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments issued by GCS.
4. GCS will consider materials provided in the proposal, information obtained through interviews/presentations, and internal GCS information of previous contract history with vendor (if any) in consideration of proposal scoring. GCS also reserves the right to consider other reliable references and publicly available information in evaluating a vendor's experience and capabilities.
5. The proposal must be signed by a person authorized to legally bind the vendor.
6. The proposal must contain a statement that the proposal and the pricing contained therein will remain valid for a period of 1-year from the date and time of the proposal submission.

7. The RFP and vendor's proposal, including all appendices and attachments, may be incorporated in the final contract, if awarded.
8. Public Record and Confidential Information
 - A. Following announcement of an award decision, all submissions in response to this RFP will be considered public records for public inspection pursuant to the State of North Carolina General Statutes, Chapter 132.
 - B. In the event a request is made to produce a proposal, GCS will provide the proposal to the requester. GCS will not undertake to determine where any proposal or part of proposal is confidential or otherwise protected from disclosure.
 - C. GCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals.
9. If a vendor cannot meet the specifications as described in this RFP, vendor may propose a functionally equivalent alternate solution. Vendor must provide an explanation of the equivalency. GCS reserves the right to refuse an alternative proposal.
10. All applicable laws, whether or not herein contained, will be included by this reference. It will be vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.
11. For purposes of contract, arbitration, and other legal matters, the Guilford County Board of Education will be the binding legal entity and authority. No state laws or statutes other than those of North Carolina are considered binding.

7.0 Notice of Acceptance

1. GCS will notify the selected vendor of the acceptance after presentations and interviews if required.
2. Vendor may be requested to present their proposal at a GCS Board of Education meeting. Travel expenses are the responsibility of the vendor(s).
3. Upon acceptance and approval by the GCS Board of Education, GCS will notify the selected vendor and finalize the contract award.

8.0 Terms and Conditions

Part 1 General

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

Part 2 Performance and Default

- 2.1. If, through any cause, vendor fails to fulfill in a timely and proper manner the obligations under this agreement, GCS will thereupon have the right to terminate this contract by giving written notice to vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by vendor will, at the option of GCS, become its property, and vendor will be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, vendor will not be relieved of liability to GCS for damages sustained by GCS by virtue of any breach of this agreement, and GCS may withhold any payment due to vendor for the purpose of setoff until such time as the exact amount of damages due GCS from such breach can be determined.
- 2.2. In case of default by vendor, GCS may procure the services from other sources and hold vendor responsible for any excess cost occasioned thereby. GCS reserves the right to require a performance bond or other acceptable alternative performance guarantees from vendor without expense to GCS.
- 2.3. In case of default by vendor under this contract, GCS may immediately cease doing business with vendor, immediately terminate for cause all existing contracts GCS has with vendor, and de-bar vendor from doing future business with GCS.
- 2.4. Upon vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against vendor, GCS may immediately terminate, for cause, this contract and all other existing contracts vendor has with GCS, and de-bar vendor from doing future business with GCS.
- 2.5. Neither party will be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

9.0 Executive Summary

The executive summary must include the following components.

1. Vendor must provide an executive overview of their company, which includes a brief history of vendor. (2-page maximum)
2. Vendor should provide data that demonstrates past effectiveness and highlights past outcomes of partnerships. (2-page maximum)
3. Vendor must provide the information for each of the listed team personnel who would be assigned to this project. Information for each team member will contain:
 - A. Name
 - B. Title
 - C. Office Telephone
 - D. Mobile Telephone
 - E. E-Mail Address

4. Vendor must provide a brief synopsis of services that would be provided for implementing the mentor institute and monthly communities of practice. (2-page maximum)
5. Vendor will provide an overview of the foundational coaching framework that would be used in services (2-page maximum)
6. Vendor will describe their approach to working with site-based leaders (2-page maximum)
7. Vendor will describe their consultation services with district leaders (2-page maximum)

10.0 References

General

1. Vendor will include a brief synopsis of at least three (3) experiences of similar scope and complexity to the work under this RFP. This whole section should not exceed 3 pages. For each reference, please provide for each project reference:
 - A. The reference school district name
 - B. The location where services have been or are being rendered
 - C. The dates that services occurred or are occurring
 - D. The contact name and title
 - E. The contact phone number
 - F. The contact email address
 - G. A description of the project and/or services provided

11.0 Service Requirements

1. Complete and Cost Effective
 - A. Vendor must provide a service that is both functionally complete and cost effective. Vendor must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with GCS.

12.0 Attachments

Attachment A

Lunch Meal Pattern – Amount of Food per week (Minimum per Day) for Lunch



United States Department of Agriculture

Lunch Meal Pattern				
	Preschool	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food per Week (minimum per day)			
Fruits (cups)	1¼ (¾)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups)	1¼ (¾)	3¼ (¾)	3¼ (¾)	5 (1)
Dark Green	N/A	½	½	½
Red/Orange		¾	¾	1¼
Beans and Peas (Legumes)		½	½	½
Starchy		½	½	½
Other		½	½	¾
Additional Vegetables to Reach Total			1	1
Grains (ounce equivalents (oz. eq.), unless otherwise indicated)	1 ¼ slices/servings (½ slice/serving) or 1¼ cup (¾ cup)	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.)	7½ (1½)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups)	3¼ (¾)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week				
Min-Max Calories (kcal)	N/A	550-650	600-700	750-850
Saturated Fat (% of total calories)	N/A	<10	<10	<10
Sodium Target 1 (mg) (through SY 2023-24)	N/A	≤1,230	≤1,360	≤1,420
Sodium Target 2 (mg) (effective July 1, 2024)		≤935	≤1,035	≤1,080
<i>Trans</i> Fat	N/A	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving. (This does not apply to naturally occurring <i>trans</i> fats, present in some meat and dairy products.)		

USDA is an Equal Opportunity Provider, Employer and Lender

2019

GUILFORD COUNTY SCHOOLS

2021-22 Traditional Academic Calendar

AUGUST 2021

MON	TUES	WED	THU	FRI
2	3	4	5	6
9	10 ☒	11 ☒	12 ☒	13 N
16 ☒	17 ☒	18 ☒	19 ☐	20 ☐
23	24	25	26	27
30	31			

SEPTEMBER 2021

MON	TUES	WED	THU	FRI
		1	2	3
6 ▲	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

OCTOBER 2021

MON	TUES	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22 GP 44
25 ☒	26 ☒	27	28	29

NOVEMBER 2021

MON	TUES	WED	THU	FRI
1	2	3	4	5
8	9	10	11 ▲	12
15	16	17	18	19
22	23	24 ○	25 ▲	26 ▲
29	30			

DECEMBER 2021

MON	TUES	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20 ☐	21 ○	22 ○	23 ▲	24 ▲
27 ▲	28 ○	29 ○	30 ○	31 ▲

JANUARY 2022

MON	TUES	WED	THU	FRI
3 ☒	4	5	6	7
10	11	12	13	14 GP 43
17 ▲	18 ☐	19	20	21
24	25	26	27	28
31				

FEBRUARY 2022

MON	TUES	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21 ☒	22 ☒	23	24	25
28				

MARCH 2022

MON	TUES	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24 GP 45	25 ☐
28	29	30	31	

APRIL 2022

MON	TUES	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15 ▲
18 ○	19 ○	20 ○	21 ○	22 ☐
25	26	27	28	29

MAY 2022

MON	TUES	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30 ▲	31			

JUNE 2022














MON	TUES	WED	THU	FRI
		1	2	3 GP 43
6 ☒	7 ☐	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

☐ Workday* (7)	▲ Holiday (11)
○ Vacation (10)	N School Offices Closed
■ First/Last Day for Students	
☒ Mandated Workday (12)	

There are 175 Student Days, 1,050 Instructional Hours and 215 Teacher Days in the Guilford County Schools' Traditional Academic Calendar.
*Annual leave may be taken.

ADOPTED 6/1/21

Attachment C – GCS Menu

<p>Chicken Chunks & Bread Stick (26) Or Grilled Cheese </p> <p>Sweet Potato Fries (24) Ranch Green Beans (4)</p>	<p>Mini Corn Dogs (30) Or Cheese Quesadilla </p> <p>Sweet Corn (16) Baked Beans (30)</p>	<p>Turkey & Cheese Crescent Or Pizza Crunchers (41) </p> <p>Cherry Tomatoes (4) Cucumber Sticks (2)</p>	<p>Chicken Sandwich Or Rice & Pinto Beans </p> <p>Cheesy Broccoli (7) Curly Fries (21)</p>	<p>Square Pizza (28) Triangle Pizza (34) Or Chef Salad & Bread Stick (26) </p> <p>Mashed Potatoes (17) Baby Carrots (6)</p>
<p>Chicken (6) & Waffle (24) Or Chocolate Butter (26) & Waffle (24) </p> <p>Ranch Green Beans (4) Sweet Potatoes (21)</p>	<p>Beef Hot Dog & Chili (5) Or Chips & Dip </p> <p>Baked Beans (30) Cheesy Broccoli (7)</p>	<p>Chicken Pie (21) Or Cheese Pocket (28) </p> <p>Mashed Potatoes (17) Okra (6)</p>	<p>General Tso Chicken Chunks Fried Rice (38) Or Mozzarella Sticks (32) </p> <p>Ginger Carrots Garden Salad</p>	<p>Beefy Nachos Or Mac (45) & Roll (30) </p> <p>Sweet Corn (16) Black Beans (22)</p>
<p>BBQ Turkey Sandwich Or Mac (45) & Roll (30) Bread Roll (30) </p> <p>Okra (6) Baked Beans (30)</p>	<p>Mini Corn Dogs (30) Or Chips & Hummus </p> <p>Baby Carrots (6) Cherry Tomatoes (4)</p>	<p>Turkey & Gravy Bread Roll (30) Or Pizza Crunchers (41) </p> <p>Mashed Potatoes (17) Cheesy Broccoli (7)</p>	<p>Cheeseburger Or Mozzarella Sticks (32) </p> <p>Ranch Green Beans (4) Sweet Potato Fries (24)</p>	<p>Square Pizza (28) Triangle Pizza (34) Or Chicken Taco Salad </p> <p>Sweet Corn (16) Black Beans (22)</p>

Attachment D - School

<u>School Name</u>	<u>School Education Level</u>	<u>School Name</u>	<u>School Education Level</u>
Alamance Elementary	Elementary	Greensboro College Middle College	MC
Alderman Elementary	Elementary	Allen Middle	Middle (Traditional)
Allen Jay Elementary	Elementary	Eastern Middle	Middle (Traditional)
Archer Elementary	Elementary	Jackson Middle	Middle (Traditional)
Bessemer Elementary	Elementary	Jamestown Middle	Middle (Traditional)
Brightwood Elementary	Elementary	Kernodle Middle	Middle (Traditional)
Claxton Elementary	Elementary	Kiser Middle	Middle (Traditional)
Colfax Elementary	Elementary	Mendenhall Middle	Middle (Traditional)
Cone Elementary	Elementary	Northeast Middle	Middle (Traditional)
Fairview Elementary*	Elementary	Northern Middle**	Middle (Traditional)
Florence Elementary	Elementary	Northwest Middle**	Middle (Traditional)
Foust Elementary	Elementary	Southeast Middle**	Middle (Traditional)
Frazier Elementary	Elementary	Southern Middle	Middle (Traditional)
Gibsonville Elementary	Elementary	Southwest Middle	Middle (Traditional)

Gillespie Park Elementary	Elementary	Welborn Middle	Middle (Magnet)
Guilford Elementary	Elementary	Western Guilford Middle	Middle (Traditional)
Hunter Elementary	Elementary	Christine Joyner Greene Education Center	Specialty
Irving Park Elementary	Elementary	Gateway Education Center	Specialty
Jamestown Elementary	Elementary	Haynes-Inman Education Center	Specialty

<u>School Name</u>	<u>School Education Level</u>	<u>School Name</u>	<u>School Education Level</u>
Jefferson Elementary	Elementary	Herbin-Dale Metz Education Center	Specialty
Jesse Wharton Elementary	Elementary	Doris Henderson Newcomers School	Specialty
Joyner Elementary	Elementary	Academy at Lincoln	Elementary/ Middle (4-8th)
Lindley Elementary	Elementary	Allen Jay Middle Preparatory Academy	Middle/Magnet (5-8th)
Madison Elementary	Elementary	Brown Summit Middle	Middle/Magnet
McLeansville Elementary	Elementary	Ferndale Middle	Middle/Magnet
McNair Elementary	Elementary	Hairston Middle	Middle/Magnet
Millis Road Elementary	Elementary	Penn-Griffin School for the Arts	Middle/High (6-12)/Magnet
Monticello-Brown Summit Elem.	Elementary	Swann Middle	Middle/Magnet
Nathanael Greene Elementary	Elementary	Andrews High	High/HS Options
Northern Elementary	Elementary	Dudley High	High/HS Options
Oak Hill Elementary*	Elementary	Grimsley High	High/HS Options
Oak Ridge Elementary	Elementary	Page High	High/HS Options
Oak View Elementary	Elementary	Southern High	High/HS Options
Pearce Elementary	Elementary	Western High	High/HS Options

Peck Elementary	Elementary	The Early College at Guilford	HS Options
Pilot Elementary	Elementary	The Middle College at UNCG	HS Options
Pleasant Garden Elementary	Elementary	Eastern High	High (Traditional)
Rankin Elementary	Elementary	High Point Central High	High (Traditional)

<u>School Name</u>	<u>School Education Level</u>	<u>School Name</u>	<u>School Education Level</u>
Reedy Fork Elementary	Elementary	Northeast High	High (Traditional)
Sedalia Elementary	Elementary	Northern High**	High (Traditional)
Sedgefield Elementary	Elementary	Northwest High**	High (Traditional)
Shadybrook Elementary	Elementary	Ragsdale High	High (Traditional)
Simkins Elementary	Elementary	Smith High	High (Traditional)
Southern Elementary	Elementary	Southeast High**	High (Traditional)
Southwest Elementary	Elementary	Southwest High	High (Traditional)
Sternberger Elementary	Elementary	Smith High Academy	High/HS Options
Stokesdale Elementary	Elementary	Kearns Academy at Welborn	High/HS Options
Summerfield Elementary	Elementary	Weaver - Performing & Visual Arts	High/HS Options

Sumner Elementary	Elementary	Pruette SCALE Academy	Specialty
Union Hill Elementary	Elementary	SCALE Greensboro	Specialty
Vandalia Elementary	Elementary	STEM Early College at NC A&T	EC
Wiley Elementary	Elementary	The Middle College at NC A&T	MC
Bluford Elementary	Elementary/Magnet	The Middle College at Bennett	MC
Brooks Global Studies	Elementary/Magnet	The Middle College at GTCC - Greensboro	MC
Erwin Montessori	Elementary/Magnet	The Middle College at GTCC - High Point	MC
Faulkner Elementary	Elementary/Magnet	The Middle College at GTCC - Jamestown	MC
General Greene Elementary	Elementary/Magnet	Twilight - Jackson MS	Middle/Specialty
Jones Elementary	Elementary/Magnet	Twilight - Pruette SCALE	Middle/Specialty
Kirkman Park Elementary	Elementary/Magnet	Twilight - Southern HS	High/Specialty
Montlieu Academy	Elementary/Magnet		
Morehead Elementary	Elementary/Magnet		
Murphey Traditional Academy	Elementary/Magnet		
Northwood Elementary	Elementary/Magnet		

Parkview Elementary	Elementary/Magnet
Peeler Open Elementary	Elementary/Magnet
Triangle Lake Montessori	Elementary/Magnet
Washington Montessori	Elementary/Magnet
Johnson Street Global Studies	Elementary/ Middle (K-8)/Magnet

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.



ATTACHMENT I: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, THE STATE invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and nonprofit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact [the North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? Yes No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? Yes No

If so, state HUB classification: _____

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 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. • Any applicable taxes shall be invoiced as a separate item.

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. GCS reserves the right to renew the contract yearly. **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 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. If 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 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.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **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.
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 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).

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 \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$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 always agrees to maintain the confidentiality of its username and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM

CONTRACTS): Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change. If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

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

21. CANCELLATION (TERM CONTRACTS ONLY): All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by

giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.

22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.

a. **Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.

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

c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.