



GUILFORD COUNTY SCHOOLS
Request for Proposals
RFP # 6437
ACCESS CONTROL – PHASE 17
Purchasing Department
501 W. Washington Street
Greensboro, NC 27401

Direct all inquiries to:	Request for Proposals: ACCESS CONTROL- PHASE 17
Shayla Parker	Bid due date: December 14, 2021
parkers3@gcsnc.com	Commodity: Access Control Solutions

NOTICE TO BIDDERS

Bids, subject to the conditions made a part hereof, will be received by **email only**, until **2:00 PM EDT** on the day of opening for furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine or mail delivery 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 60 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 (GCS) is seeking proposals from qualified access control contractors, herein referred to as "Contractor" capable of providing all necessary hardware, software, and equipment to install a turn key access control system that is compatible with the district's current access control system, panels, keypads, fobs to effectively monitor Guilford County Schools district-wide access control project.

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.

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

PRE-BID CONFERENCE

An Access Control – Phase 17 **MANDATORY pre-bid meeting** via a Building Walkthrough / Floor Plan Review will be held on Thursday, December 9, 2021 at 9:00 AM starting at Andrews HS, 1920 McGuinn Dr., High Point NC 27265. The meeting/site review will begin at 9AM EDT. Unscaled prints for each building are available. Copies of unscaled prints for each building will be distributed per request to Paul Teasley at teasley@gcsnc.com. The successful contractor shall be responsible for confirming the existing environment to ensure conformity and completeness of any proposed systems. Onsite building assessments will be conducted only on this date.

BID QUESTIONS

Upon review of the RFP documents and site reviews, vendors may have questions to clarify or interpret the RFP to submit the best bid possible. To accommodate the bid questions process, vendors shall submit any such questions no later than Friday, December 10, 2021 at 5:00 pm EDT.

Instructions:

Written questions shall be emailed to **parkers3@gcsnc.com** the date and time specified above. Vendors will enter “RFP # 6437 – 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...?

The addendum with the questions and answers will be posted on Monday, December 13, 2021 on the GCS website click Purchasing then Bid Solicitation on left RFP# 6437 will be where the PDF’s are located.

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

BID SUBMITTAL

Bids will be received **only by email** to parkers3@gcsnc.com by 2PM EDT on Tuesday, December 14, 2021.

Attempts to submit a bid via facsimile (FAX) machine, telephone or mail delivery means in response to this Request for Proposals will **not** be accepted.

PROPOSAL FORMAT

General

- 1.1 Potential Partner’s Proposal must adhere to the instructions and format requirements outlined in this RFP and any written supplements or amendments issued by GCS.
- 1.2 Potential Partner’s Proposal must be signed by a person authorized to legally bind the Potential Partner.
- 1.3 Potential Partner’s Proposal shall 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.
- 1.4 Failure to adhere to the instructions and/or format requirements or to respond to any question(s) may result in the response being disqualified as non-responsive or receiving a reduced evaluation.
- 1.5 GCS has sole discretion to determine whether a variance from the RFP requirements should result in either disqualification or reduction in evaluation.
- 1.6 GCS seeks detailed, yet succinct, responses that demonstrate the Potential Partner’s experience and ability to perform the requirements of this RFP.
 - A. Withdrawal, A Potential Partner may withdraw their proposal in writing prior to opening of proposals.
 - B. After closing, proposal is irrevocable for ninety (90) days after the opening of proposals.

Content

- 2.1 Vendor Information and History
- 2.2 Services and implementations
 - 2.2.1 List of company capabilities
 - 2.2.2 Experience in access control installation
- 2.3 Client Examples (similar in scope and size to GCS)
- 2.4 Technical Documentation
 - 2.4.1 Responses to section 7.0
 - 2.4.2 Respond with information in the same order and heads as in sections
- 2.5 Costs
 - 2.5.1 Itemized costs per unit per school site (for a turnkey solution)
 - 2.5.2 Summary sheet outlining overall cost
 - 2.5.2.1 Overall cost should be broken down by unit

Format

- 3.1. Proposal shall be single-spaced with 1" margins on white 8 ½" x 11" paper using a font no smaller than 12-point Times New Roman.
- 3.2. All pages shall be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments.
Potential Partner's name shall appear on every page, including attachments.
- 3.3 Each attachment shall reference the Section and Number to which it corresponds.
 - 3.3.1 Potential Partner shall be concise and respond to each requirement in all sections. Number each response to correspond to the Section, Part, and sub-part. Repeat the Section, Part, and sub-section prior to responding.
- 3.4 Each Section, Part, and sub-section shall contain an answer. At a minimum the answer should be "(Potential Partner) agrees to this requirement."
- 3.5 Include any forms provided in the RFP package or reproduce those forms as closely as possible.
- 3.6 It is the responsibility of the Potential Partner to include all information requested at the time of submission. Failure to provide information requested may, at the discretion of GCS, result in a lower scoring or the proposal being disqualified.
- 3.7 All information shall be presented in the same order and format as described.

MAILING INSTRUCTIONS

Bids will not be accepted by mail, fax or delivery. Please submit bid via email only.

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. 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:

A. Cost (80 points)

- Overall Costs
 - Pricing options must also include onetime costs.
 - List of any other fees associated with your solution.
 - Annual Subscription Fee(s), if applicable.

The proposer with the lowest base bid will receive full points, higher cost proposers will receive proportionally lower points according to the formula: $[\text{low bid/proposer's bid}] \times \text{number of points per item}$

B. Proposal of Products and Services (10 points)

- Completeness and conformity to all requirements
- Quality of services offered
- Ability to meet all requirements and specifications of the RFP
- Suitability of proposed solution with respect to the district's needs and objectives
- Support/service

- Warranty/Maintenance

C. Qualifications and Experience (10 points)

- Experience
- History and business stability
- References

5.0 REQUEST FOR PROPOSALS

Guilford County Schools (GCS) is seeking proposals from qualified access control contractors, herein referred to as “Contractor” to provide electronic access control services for a District-wide access control project for multiple school sites. Contractor shall perform its services in accordance with the highest standards and practices and operate within the guidelines of the following, but not limited to, Public Schools of North Carolina Facilities Guideline, State of North Carolina General Statutes, and the Safe Schools Facility Planner. All proposed systems shall conform to district construction standards as applicable.

The District is seeking proposals for the installation of operational access control systems, including all equipment, labor, installation, configuration, and integration into existing system and testing. The district requires a turnkey solution from the contractor to supply a complete plan including partnering with other suppliers listed below to provide all technologies, capabilities and integrations for implementation. Any recommended system components must provide the District with maximum flexibility for expansion now and in the future. The components should be upgradable and swappable without requiring mass replacement of all components or fragmented system control. Contractor shall seek to utilize existing door hardware and devices when available to minimize costs when creating designs.

The system components must align with district safety and security equipment standards and other technology initiatives in place around the district. **Current** components in place include but not are limited to:

- S2 Security access control systems;
 - S2 Netbox Enterprise Controller
 - S2 Micronodes
 - HID Readers
 - Von Duprin Strike (if applicable)
- (2) S2 Main Enterprise Controllers with expansion module cards
- 2N video door communicators
 - 2N Helios IP Force with Keypad
 - 2N Gold License
 - Angle Brackets (if applicable)

Vendor Requirements

1. General

1.1. Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit Proposals in response to this RFP. Partnerships and consortia of entities may work together to respond to this RFP. However, each Proposal must clearly identify a prime Vendor. The prime Vendor will be responsible for providing all deliverables as defined by any resulting contract or purchase agreement according to the terms and conditions as set forth in any resulting contract or purchase agreement.

2. Final Divestment Act

2.1. By acceptance of this contract, Vendor certifies that as of the date of this document:

- A. Vendor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List");
- B. And Vendor will not utilize any subcontractor performing work under this RFP which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran.

3. Capability

- 3.1. Vendor must demonstrate a minimum of five (5) years of experience in providing products/services to K-12 or higher education clients.
- 3.2. Vendor shall provide a minimum of three (3) current K-12 or higher education clients using the product/service proposed.
- 3.3. Vendor must demonstrate that it has supplied a purchase contract of similar size and value as proposed in Vendor's response, or that it has other experience that clearly demonstrates capacity to successfully perform as outlined in its Proposal.
- 3.4. Vendor must demonstrate that it has the ability, capacity, and flexibility to collaborate successfully and actively with GCS during the preparation, delivery, and support of the product/service it proposes in its response.
- 3.5. Vendor must be
 - A. the manufacturer/developer; or
 - B. a manufacturer/developer authorized reseller that is
 - 1. authorized to purchase product directly from the manufacturer/developer;
 - 2. authorized by the manufacturer/developer to resell product; and
 - 3. if relevant, certified by the manufacturer/developer to grant a manufacturer's/developer's warranty on the product.
- 3.6. Vendor must have an active and valid security license in the state of North Carolina.

4. Resellers

- 4.1. GCS acknowledges that the Vendor may be a reseller that proposes to purchase and resale Third Party Items.
- 4.2. Should the Vendor be a reseller, it will:
 - A. provide GCS with copies of all documentation and warranties for the Third-Party Items;
 - B. and assign all applicable Third-Party Item warranties to Guilford County Schools.

5.0 Scope of Services Requirements

- 5.1 The Contractor shall provide a key turn system for all sites including but not limited to, all materials, hardware, software, fabrication, installation, licensing, programming and testing in conformity with manufacturer's documentation, specifications contained herein, and applicable codes and authorities having jurisdiction for the implementation for the project.
- 5.2 Any additional work or material required to provide a complete and functional system shall be provided by the contractor at no cost to Guilford County Schools, unless previously identified

and agreed upon by Contractor and Guilford County Schools.

- 5.3 A complete ACS is defined as all card readers, access cards or fobs, controllers, specific access control panels, power supplies, etc.,
- 5.4 The Contractor shall be fully certified by software vendor to sell, install and maintain in Guilford County, NC all system components required.
- 5.5 The Contractor shall possess at the time of bid submittal all applicable contractor licenses new and/or other necessary licensing to complete the project.
- 5.6 The Contractor shall be responsible for all coordination of all access control programming and connections/interfaces with appropriate District departments and personnel
- 5.7 The Contractor shall provide all software, hardware, and system programming for any integrations with existing
- 5.8 The Contractor shall provide all hardware and system programming for connection of the access control systems to the District's technology network(s).
- 5.9 The Contractor shall provide during the time of system programming, uploading and/or designing of all door access system maps to the S2 access control system.
- 5.10 The Contractor shall provide installation, testing, adjustment, and initial programming necessary for all equipment.
- 5.11 The Contractor shall provide written documentation and specific instructions for systems as installed.
- 5.12 The Contractor shall be responsible for fully implementing the functions described in this document and shown on the design drawings per the GCS Emergency Management, Safety & Security, Technology Services, and Building Services standards and specifications.
- 5.13 Once in place, the system shall provide District security professionals and administrators with a multi-platform access management system that provides systems status, door status, simple access programming capabilities, remote programming, scheduling, locking and unlocking.
- 5.14 The system shall control access to authorized users during authorized times and to provide accounting for authorized users' access.
- 5.15 The proposed solution shall be a best fit of quality technology components that work together to create a well-designed, comprehensive and effective security system which is able to integrate with surveillance cameras and communications systems
- 5.16 At all buildings, call buttons must be deployed at main entrances for communication with visitors during locked schedules. Those entrances must have remote release capability along with audio/visual communication abilities.
- 5.17 Additional installation requirements:
 - 1.1 Install all cabling (if applicable to equipment installation) and equipment according to State, Federal, and local codes.
 - 1.2 Install all equipment to manufacturer's specifications.
 - 1.3 Provide all building penetrations, firestops, conduit, and cable pathways.
 - 1.4 Test the operation of all card readers and doors once installed.
 - 1.5 Verify and test all doors' access functions are operating as defined by the owner's initial documentation.
 - 1.6 Control panels and other equipment are to be mounted in unobtrusive locations agreed upon by the owner. All attempts shall be made to cover any holes left by old equipment.
- 5.18 The owner will inspect and approve the installation and workmanship of the integration and test the system for 30 days. Within that 30-day period, if programming changes are required, the contractor shall implement those changes at no cost.
- 5.19 Sheets. The Vendor must provide specification sheets (soft copies) for all products (HID readers or similar product, intercoms, mounts, all related components.) proposed.
- 5.20 Once the bid as been awarded, the full integration timeline will be discussed, modified, and established by the owner.

5.21 A quantity of HID physical credentials shall be provided within the bid. The successful bidder

will work to provide fobs at the beginning of the schedule after the bid has been awarded.

5.22 By submitting a bid, the contractor attests that the maximum response time the contractor shall arrive to service or repair request by Guilford County Schools to any Guilford County School site is two hours.

5.23 Final Closeout Requirements:

1.1 Provide to the owner as-built (red line) drawings using the unscaled drawings which the owner provided at the start of the project.

1.2 Owner will provide property accounting AutoCad drawings of each site. From these AutoCAD drawings update each drawing showing the locations of each micronode, FOB/card reader and door strike. Common symbols for these devices will be provided by the owner.

1.3 Provide a flash drive with the updated AutoCAD drawings to the owner before final payment is granted.

1.4 Lump Sum Allowance, under base bid please include the following allowance cost.

1.5 Project Allowance, \$10,000.

Product Specifications (or comparable)

Equipment Description
S2 Blue Diamond Mini Mullion Reader (S2-R10330-05TB)
S2 Micronode Plus
Von Duprin 6300 Door Strike
Von Duprin 6210 Door Strike
Von Duprin RS200 (Slim) Door Strike

Access Control Project -- Phase 17 – Equipment Counts

School Name	Street Address	City	State	ZIP	Readers Needed	Micronodes Needed	Strikes Needed
Andrews HS	1920 McGuinn Drive	High Point	NC	2726 5	5	5	5
Western Guilford HS	801 Ferndale Blvd	High Point	NC	2762	1	1	1
Northern Guilford HS	7101 Spencer Dixon Rd	Greensboro	NC	2745 5	1	1	3
Ragsdale HS	1000 Lucy Ragsdale Dr	Jamestown	NC	2728 2	3	3	3
Southwest Guilford HS	4364 Barrow Road	High Point	NC	2726 5	5	5	5
TOTAL					15	15	17

Lump Sum Allowance: Under Base Bid, include the following allowance

Project Allowance: \$10,000

Please note it is mandatory to complete and return the Unit Prices attachment below.

Phase 17—Access Control—Unit Prices

Equipment Description	Unit	Unit Price
S2 Blue Diamond Mini Mullion Reader (S2-R10330-05TB)	1	\$
S2 Micronode Plus	1	\$
Von Duprin Model 6300 Door Strike	1	\$
Von Duprin Model 6210 Door Strike	1	\$

Von Duprin Model RS200 (Slim) Door Strike	1	\$
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- Reader: Assume installation and up to 200' of 22/6 wire + 20' of wiremold
- Micronode: Assume install, patch cord to network + coordination of programming with GCS and testing
- Model 6300 Strike: Assume installation and up to 100' of 18/4 wire + 20' of wiremold
- Model 6210 Strike: Assume installation and up to 100' of 18/4 wire + 20' of wiremold
- Model RS200 Strike: Assume installation and up to 100' of 18/4 wire + 20' of wiremold

*Guilford County Board of
Education Administrative
Procedure*

Descriptor Term: PARTICIPATION BY MINORITY AND WOMEN OWNED BUSINESSES (MWBE)		Descriptor Code: DK-P	
Draft Date: March 29, 2007	Date Issued by the Superintendent:		Latest Revision Date: November 28, 2011

*The Guilford County Schools' MWBE Office, Facilities and Purchasing Departments are committed
to:*

- Getting maximum benefits for the students from the school system's state, local and federal funds carrying out the purchasing process in the best interest of the Guilford County Schools, its students and employees and the taxpayers of Guilford County.

- Acting in accordance with NC General Statutes, local Board of Education policies and procedures, and recognized professional purchasing practices.

- Providing a climate of fair and open competition for all qualified vendors.

A. For the purposes of this procedure, the following definitions shall apply:

1. "Bidder/Participant" – Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

2. "Contract" – A mutually binding legal document which defines a business relationship or any modification at the level of performance which obligates the seller to furnish supplies, equipment, materials or services, knowledge in performing construction and procurements, and obligating the buyer to pay for services.

3. "Contractors" – Any person, firm, partnership, corporation, association, or joint venture awarded a contract purchase or service agreement at any level with GCS or has contracted with the GCS to perform construction work or repair.

4. "Discrimination" – To distinguish, differentiate, separate, or segregate solely on the basis of age, race, religion, sex, national origin, handicap or veteran's status.

5. "Disabled" – A person with a disability as that term is defined in N.C. Gen. Stat. § 168A- 3(7a).

6. "Equipment" – Includes materials, supplies, commodities, apparatus.

7. “Goal” – An objective, expressed numerically to evaluate the type and amount of public contract awards and performance of MWBE firms.
8. “Good Faith Effort” – An activity performed by bidders to assure the participation of MWBE firms in contracts covered under this plan.
9. “Joint Venture” – A legal merger of two or more separately owned businesses/firms for the purpose of submitting a single bid, to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills or knowledge.
10. “LEA” – Local Education Administration unit, thusly Guilford County Schools (GCS).
11. “Minority” - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. African-American, that is, a person having origins in any of the original racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Island, regardless of race;
 - c. Native-American, that is, a person having origins in any of the original peoples of North America;
 - d. Asian-American, that is, persons having origin in any of the countries of the Far East, Southeast Asia, or the Indian areas.
12. “Minority or Women or Disabled or Disadvantaged Business Enterprises (MWBE)” – A business enterprise owned and controlled at a minimum of 51% by one or more members of a group defined as a minority or women. A business certified as an MWBE will show evidence of ownership and management interests and the daily business operations are real and continuing not created solely to meet the MWBE requirements.
13. “Owned and controlled” means a business, which is a: 1) sole proprietorship legitimately owned by a person who is a minority or white female; 2) a partnership or joint venture controlled by minorities and/or women, and in which at least 51% of the beneficial ownership interests legitimately are held by minorities and/or females, and in which at least 51% of the voting stock or interested 51% of the beneficial ownership interests are legitimately held by minorities and/or females. In addition, these persons must control the management and operations of the business on a day-to-day basis.
14. “Owner” – The Guilford County Board of Education (BOE).
15. “Subcontractor” – A firm under contract with the prime contractor for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract. Work subcontracted in an emergency and which could not have been anticipated is excluded as a part of this program.

16. “Socially and Economically Disadvantaged Individual” – A person who is socially and economically disadvantaged as that term is defined in 15 U.S.C. § 637. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged.
17. “Verifiable Goal” –
 - a. For purposes of separate prime contract system, that the awarding authority has adopted written guidelines specifying the actions that will be taken to ensure a good faith effort in the recruitment and selection of MWBE firms for participation in contracts awarded.
 - b. For purposes of separate prime contract system, that the awarding authority has adopted written guidelines specifying the actions that the prime Contractor must take to ensure a good faith effort in the recruitment and selection of MWBE firms for participation in the contract awarded; and
 - c. The required actions must be documented in writing by the prime contractors to the GCS.

B. GCS’s Duties

1. Identification/Certification of Minority, Women and Socially and Economically Disadvantaged Business Enterprises
 - a. The school system shall affirmatively seek out and gain knowledge of minority and women-owned business enterprises (hereinafter MWBE) in the construction trades.
 - b. The school system will maintain a list of products and services provided by MWBE firms.
 - c. Attend the scheduled prebid conference.
 - d. At least 10 days prior to the scheduled day of bid opening, notify MWBE firms that have requested notices from the GCS for public construction or repair work and MWBE firms that have indicated to the MWBE coordinator’s office an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 1. A description of the work for which the bid is being solicited.
 2. The date, time, and location where bids are to be submitted.

3. The name of the individual within the owner's organization who will be available to answer questions about the project.
4. Where bid documents may be reviewed.
5. Any special requirements that may exist.

- e. Utilize other media, as appropriate, likely to inform potential MWBE firms of the bid being sought.
- f. Maintain documentation of any contacts, correspondence, or conversation with MWBE firms made in an attempt to meet the goals.
- g. Review jointly with the designer all requirements of G.S.143-128.2(c) and G.S.143- 128.2(f) – (i.e. bidders’ proposals for identification of the MWBE firms that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) prior to recommendation of award to the Guilford County Board of Education.
- h. Evaluate and analyze documentation to determine that a good faith effort has been achieved for MWBE utilization prior to recommendation of award to Guilford County Board of Education.
- i. Review prime contractor’s pay applications for compliance with MWBE utilization commitments prior to payment.
- j. Make documentation showing evidence of implementation of GCS’s responsibilities available for review by State Construction Office and HUB Office and other interested parties upon request.

C. Minority Business Subcontractor Goals

- 1. The goals set for participation by MWBE firms as subcontractors have been set at 12.46%.
GCS goal for goods and services has been set at 10%.
- 2. The bidder must identify on its bid all MWBE firms that will be utilized on the project with corresponding total dollar value of the bid and an affidavit listing and documenting good faith efforts (Affidavit A) or an affidavit of self-performance of work (Affidavit B), if the bidder will perform work under contract by its own workforce, as required by G.S.143- 128.2(c) and G.S.143-128.2(f).
- 3. The bidder must complete all Sections of Affidavit A and attach Affidavit A to its bid, with documentation of Good Faith Effort as required, including a description of the portion of work to be executed by MWBE firms expressed as a percentage of the total contract price, OR
- 4. Provide Affidavit B, which includes sufficient information for GCS to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to earn at least 50 points from the Good Faith Efforts list on Affidavit A shall render the bid non-responsive. Achieving the participation goal of 12.46% creates a presumption that the bidder made the required Good Faith Effort. Regardless of the percentage of participation, however, ALL BIDDERS must complete and submit Affidavit A, and must further provide certain documentation as specified by Affidavit A with their bid in order to receive Good Faith Points for certain items. GCS also shall require the apparent lowest, responsible, responsive bidder to

provide additional documentation of Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder. Failure to submit this documents / information as requested shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

D. Communications with MWBE firms

GCS shall provide information to MWBE firms about the GCS's construction program. This shall be accomplished by:

1. Sending a notice to each MWBE engaged in any aspect of school construction that is identified and certified for each school construction project that is advertised for bids;
2. Insuring that prospective MWBE bidders and subcontractors have access to bidding documents; and
3. Furnishing MWBE subcontractors with the name of prospective bidders on a project upon request and providing prospective bidders with the school's system's list of known MWBE firms.

E. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

Attend the scheduled pre-bid conference to assist in the explanation of MWBE firms' requirements to the prospective bidders.

Assist the owner to identify and notify prospective MWBE prime and subcontractors of potential contracting opportunities.

Maintain documentation of any contacts, correspondence, or conversation with MWBE firms made in an attempt to meet the goals.

Review jointly with the owner all requirements of G.S. 143-128.2 (c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the MWBE firms that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) – prior to recommendation of award.

During construction phase of the project, review "MWBE Documentation for Contract Payment" – (Appendix E) for compliance with MWBE utilization commitments. Submit Appendix E form with monthly pay applications to the owner.

Assist the Owner in evaluating any Contractor's request to terminate an MWBE, including, but not limited to, evaluation of the merits of termination request, and computation of percentage of completion of the work of the MWBE at issue.

Make documentation showing evidence of implementation of Designer's responsibilities available for review by State Construction Office and HUB Office, upon request.

F. Anticipated Assurances from Contractors

1. Upon adoption of its verifiable goal GCS is expected to require bidders on projects to provide assurances in writing that they will make a good faith effort to solicit MWBE firms as subcontractors should they be awarded a construction contract. Bidders shall provide the following information to GCS and any other information requested in the attached forms:
 - a. Provide applicable GCS Affidavit A or B on bid date with backup information for any requested items as specified by Affidavit A or B. Failure to submit this information shall be deemed non-responsive and subject to rejection of bid.
 - b. An Identification of MWBE Participation form;
 - c. A description of the work, each named MWBE will perform; (AFFIDAVIT A, Section II)
 - d. The dollar amount of participation by each MWBE (AFFIDAVIT A, Section II) and
 - e. Documentation of Good Faith Efforts (Affidavit A, Section III)

2. A contractor's good faith effort to included but are not limited to involve MWBE firms in the project can be demonstrated by using, among other factors, the following:

Contacted at least three MWBE firms that reasonably could have been expected to submit a quote and that were known to the contractor, or available on approved lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. Contractor must attach evidence of this contact to bid document to Affidavit A and submit with its bid.

Made the construction plans, specifications and requirements available for review by prospective MWBE firms or providing these documents to them at least 10 days before the bids are due.

Broken down or combined elements of work into economically feasible units to facilitate MWBE participation.

Worked with MWBE trade, community, or contractor organizations identified by the MWBE Administrator's Office and included in the bid documents that provide assistance in recruitment of MWBE firms.

Attended pre-bid meetings scheduled by the public owner.

Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

Negotiated in good faith with interested MWBE firms and did not reject them as unqualified without discussion with entity a sound reasons based on their capabilities. Any rejection of an MWBE based on lack of qualification should have the reasons documented in writing and submitted with Affidavit A with the bid.

Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assist MWBE firms in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE firms in establishing credit.

Negotiated joint venture and partnership arrangements with MWBE participation on this construction or repair project when possible.

Provide quick pay agreements and policies to enable MWBEs and suppliers to meet cash-flow demands.

3. Failure to submit backup information for any item required by Affidavit A may result in the bid being declared non responsive and subject to rejection.

G. MWBE Responsibilities

All MWBE firms must seek certification through the Department of Administration Office for Historically Underutilized Business ("HUB Office"). MWBEs who are not certified at the time the firm commits to provide services, should immediately apply for certification with the HUB Office. If the MWBE fails to submit an application or if the MWBE is not granted certification, that MWBE's contract dollars will not be counted as MWBE participation.

1. MWBE firms do not have to be certified to be listed on the bid documents; however, MWBE firms that have been awarded contracts will not be credited towards the Bidder's MWBE Participation Plan unless they are certified with the State of North Carolina.
2. MWBE firms should make every effort to establish contacts and relationships with contractors for potential future business, including attending pre-bid conferences and subscribing to industry and trade journals.
3. MWBE firms should also document all contact and communications made with contractors above so as to be able to assist the Grievance Designee in determining whether a complaint lodged by an MWBE against a bidder for failure to use good faith efforts is valid.
4. In addition, MWBE firms who are contacted by GCS or bidders should respond promptly as to whether or not they wish to submit a bid.
5. MWBE firms are urged to take advantage of appropriate technical assistance and training when it is available.

H. Subcontractor Replacement

1. The Director of Construction and the MWBE Administrator must be notified in writing immediately upon the need to replace any Subcontractor. The notification shall include the following:
 - a. The basis for the request to terminate;
 - b. The estimated percentage of completion of the work of the affected Subcontractor;
 - c. The amount due to the affected Subcontractor, if any, on account of work in place;
 - d. A description of any defective work;
 - e. The estimated cost of any corrective work; and
 - f. Any back charges claimed against the affected Subcontractor.
2. A Contractor shall not replace a mechanical, electrical or plumbing Subcontractor listed on its bid without the prior written consent of the Director of Construction (following prior notification to the Board) for good cause shown. A Contractor shall not replace an MWBE listed on its Affidavit A without the prior written consent of the Director of Construction and the MWBE Administrator (following prior notification to the Board) and for good cause shown.
3. Upon receipt of notification from a Contractor that it seeks to replace a Subcontractor, the Director of Construction shall inform the Superintendent or his designee. The Director of Construction also shall immediately provide the affected Subcontractor written notice of the request, and an opportunity of no less than seven (7) days within which to respond.

The response of the affected Subcontractor shall include the following:

- a. Subcontractor's response(s) to Contractor's allegation(s) offered in support of termination;
- b. The estimated percentage of completion of the work of the affected Subcontractor;
- c. The amount due to the affected Subcontractor if any, on account of work in place;
- d. Subcontractor's response to any claims of defective work;

- e. Subcontractor's response to any claims for back charges; and
 - f. A list of all second-tier subcontractors, vendors and suppliers, including for each the amount paid to date, amount currently due, and total contract value
4. After receiving the response of the affected Subcontractor, if any, the Director of Construction may require the Contractor, the affected Subcontractor or both to submit further documentation in support of their position.
 5. Prior to, or as a condition of, giving approval to replace a Subcontractor, the Director of Construction may require the Contractor and the affected Subcontractor to mediate any dispute.
 6. If approval for termination is granted, the Contractor shall immediately pay any undisputed amounts owed to the affected Subcontractor.
 7. The Contractor shall make and document Good Faith Efforts in the selection of a substitute Subcontractor to the same extent required of Bidders submitting an initial bid under N.C. Gen. Stat. § 143-128.2 and Guilford County Board of Education's MWBE Procedure. If the Subcontractor to be replaced is an MWBE, Contractor shall use its best efforts to select another MWBE to serve as a substitute Subcontractor.

The Director of Construction and the MWBE Administrator must approve any substitute Subcontractor in writing.

Emergency Circumstances Exception as defined in the Financial Services Procedure Manual Section 7.3 page 51: GCS may waive the utilization requirements if it is determined that an emergency exists that requires goods or services to be provided with such immediacy that the contractor is unable to comply with the replacement procedure.

- I. Penalties for Contractor Noncompliance
 1. The low bidder or bidders on a school construction project must provide assurance in writing to the BOE prior to the acceptance of their bid that they have made a good faith effort to meet the verifiable goal for MWBE participation adopted by the BOE.
 2. When deciding whether or not a bidder has made a good faith effort, the BOE shall consider whether the bidder has met the verifiable goal for MWBE participation, as well as the criteria set forth above, including the number of certified MWBE firms available and capable of performing the work and the amount of other work being awarded or performed in the market area of the GCS.
 3. Failure of a low bidder to make and demonstrate a good faith effort to meet

the goal shall result in the bid being considered as non-responsive and being rejected.

4. Failure to comply with the requirements of this GCS Good Faith Effort policy may lead to the contractor's disqualification from bidding on and receiving other GCS contracts.
5. In the event that any contractor or subcontractor fails to provide requested records for inspection, such failure shall constitute a material breach of the contract and will permit the imposition of remedies noted in this section.

K. Competitive Bids

Nothing contained herein is to be construed as to require the GCS or contractors to purchase supplies and equipment or award contracts to MWBE firms whom do not submit the lowest responsible bid.

L. Grievance Procedures

It is the policy of this BOE that disputes, which involve a person's rights, duties or privileges, should be settled through informal procedures. Any participant feeling himself/herself aggrieved by implementation of the MWBE Program may present such grievance to the Superintendent or his designee. The grievance (internal complaint resolution) procedure is a resource available to all contractors, subcontractors, and vendors doing business with the Guilford County Schools under the MWBE Program. Grievances related to the administration of the MWBE Program will be processed as follows:

1. The grievance shall first be discussed with the responsible operating department. If the grievance is not resolved, exercise item #2.
2. The grievance (complaint) must be reported in writing, including a brief description and supporting documentation and evidence to the Superintendent's designee at 712 N. Eugene Street, Greensboro, North Carolina, 27401.
3. The Superintendent's designee will review the basis and the issue(s) of the complaint and may request additional supporting evidence. A response to the grievance will be completed within fifteen (15) working days unless circumstances mandate otherwise. Parties involved will be notified of any and all delays in processing the grievance.
4. Any participant not satisfied with the decision of the Superintendent's designee may avail himself/herself or any remedies available under applicable Federal, State and Local law.

To that end, MWBE disputes arising under these guidelines should be resolved.

Please note it is mandatory to complete and return the attached MWBE documents with your bid document.

AFFIDAVIT A

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

Section I - Listing of the Good Faith Effort

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

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

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

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

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

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Section III – Documentation of Good Faith Efforts

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

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

PART A (Documentation Required to be Submitted with Bid)

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

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

ITEM 1

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

ITEM 7

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

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

_____ Name of Authorized Officer:

Signature:

Title:



State of North Carolina, County of _____ Subscribed
and sworn to before me this _____ day of _____ 20____
Notary Public _____

My commission expires _____

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

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

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

ITEM 2

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

ITEM 3

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

ITEM 4

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

ITEM 5

- Copy of pre-bid rooster.

ITEM 6

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

ITEM 8

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

ITEM 9

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

ITEM 10

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

AFFIDAVIT B

Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

contract.

(Name of Project)

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

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

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

Date: _____ Name of Authorized Officer:

Signature:

Title:



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Project: **ACCESS CONTROL – PHASE 17**
Guilford County Schools

Bidder: _____

Date: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and the contract documents relative thereto, has read all special and supplemental provisions furnished prior to the opening of bids, has satisfied himself relative to the work to be performed, and thereby proposes and agrees if this proposal is accepted, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the fabrication and delivery of the work, and other related work in full and complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and other contract documents, on the ACCESS CONTROL PROJECT.

Bidders are advised that a notice to proceed may be issued upon approval by the Guilford County Schools via Purchase Order.

BASE BID:

Andrews HS _____ Dollars (\$ _____)

High Point Central HS _____ Dollars (\$ _____)

Northern Guilford HS _____ Dollars (\$ _____)

Ragsdale HS _____ Dollars (\$ _____)

Southwest Guilford HS _____ Dollars (\$ _____)

Project Allowance _____ Dollars (\$ _____ 10,000.00 _____)

Total _____ Dollars (\$ _____)

BID UNIT PRICES:

UNIT PRICES TO BE SUBMITTED, ALONG WITH BID

ADDENDA:

The following addenda were received and used in computing this bid (as applicable)

	Date	Initial
Addendum #1	_____	_____
Addendum #2	_____	_____
Addendum #3	_____	_____
Addendum #4	_____	_____
Addendum #5	_____	_____

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order by the Owner and shall substantially complete the work on or before a date to be established in a Pre-construction meeting.

By (print name): _____

Title: _____
(Owner / Partner / President / Vice President)

By (signature): _____

NC Security License No. _____

PLEASE RETURN THIS PAGE WITH YOUR BID

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 of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible, therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** GCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** GCS reserves the right to require a list of users of the exact item offered. GCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
 - 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.

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 GCS Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Purchasing Department within (5) consecutive business days of the e-mail notification to the offeror of GCS' intent to maintain the original award. The offeror must submit a written protest letter to the GCS Purchasing Officer. This letter 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).

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 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.

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

1. Child Molestation or Abuse or indecent liberties with a child;
2. Rape;
3. Any Sexually Oriented Crime;
4. Drugs: Felony use, possession or distribution;
5. Murder, manslaughter or other death related charge; or
6. Assault with a deadly weapon or assault with intent to kill.

Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.

Each person on site must wear a plastic laminated identification badge 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.

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 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 30 days after receipt of correct invoice or acceptance of goods. 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:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$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.
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.

19. **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.

20. **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.
21. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
22. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.
 - Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase, or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.