

	<p>GUILFORD COUNTY SCHOOLS</p> <p>Request for Proposals</p> <p>Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
<p>Direct all inquiries to:</p>	<p>Request for Proposals: 6563</p>
<p>Shayla C. Parker</p>	<p>Bid due date: 4/7/23</p>
<p><u>TechRFPQ@gcsnc.com</u></p>	<p>Commodity: Managed Print Services</p>

NOTICE TO BIDDERS

Bids, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until **1:00 PM EST** on the day of opening for furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine, email or any other electronic means in response to this Request for Proposals **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 is seeking proposals for a Managed Print Services (MPS) program of desktop, workgroup, and high-capacity print/copy/scan/fax devices for staff, teachers, and students. Primary goals of the MPS program are to: provide up to date technology; reduce downtime; reduce costs, and control district wide printing/copying/scanning/faxing.

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.

All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. The award of a contract under this solicitation may be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

3.0 SPECIFIC INFORMATION

PRE-BID CONFERENCE

There will not be a pre-bid conference associated with this RFP.

BID QUESTIONS

Upon review of the RFP documents, 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 by **March 23, 2023 at 12:00 pm EST**.

Instructions:

Written questions shall be emailed to **TechRFPQ@gcsnc.com** by the date and time specified above. Vendors will enter **“RFP #6563 – 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...?

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

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein. **One (1) Original, hard copy & and an email (digital copy) of the bid response to be labeled ‘RFP 6563 Response’ as the subject of the email, shall be received in the GCS Purchasing Department but the close date and time. The original hard copy should be addressed in an envelope with the RFP number as shown below in the mailing instructions. It is the responsibility of the bidder to have the bid in the Guilford County Schools Purchasing office by the specified time and date of opening.**

****Please be advised that if the original, hard copy of the bid response is not received in the Guilford County Schools Purchasing Department before the due date and time, regardless of receiving the email version, the bid will not be considered. We are only asking for an email version to have a digital copy for our records. ****

****Please be advised that Washington Street building is closed from Friday at 5:00 pm until Monday at 8:00 am and deliveries will be left outside the front door if delivered during these times. ****

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

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

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

RFP No. 6563

Shayla Parker

Director of Purchasing

Guilford County Schools

Purchasing Department

501 W. Washington Street

Greensboro, NC 27401

BRAND NAME

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

REFERENCES

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

WARRANTY

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

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

TRANSPORTATION CHARGES

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

4.0 AWARD AND BID EVALUATION

REVIEW AND AWARD

It is the intent of Guilford County Schools (GCS) to award this Request for Proposals to the responsible bidder(s) who best matches the needs of Guilford County Schools. GCS 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:

Evaluation of proposals will be based upon meeting the requirements of this RFP and the best benefit to GCS, as determined by:

- A. Cost (40 points)
 - 1. Overall costs
 - 2. Equipment Costs
 - 3. Page Cost
 - 4. Transition Cost
- B. Proposal of Products and Services (40 points)
 - 1. Completeness and conformity to all requirements
 - 2. Service Levels
- C. Qualifications and Experience (20 points)
 - 1. Experience
 - 2. History and business stability
 - 3. References

5.0 Request for Proposal Document

SECTION 01 GENERAL

Part 1 PURPOSE

1.1. Guilford County Schools is seeking proposals for a Managed Print Services (MPS) program of desktop, workgroup, and high-capacity print/copy/scan/fax devices for staff, teachers, and students. Primary goals of the MPS program are to: provide up to date technology; reduce downtime; reduce costs, and control district wide printing/copying/scanning/faxing.

1.2. This RFP describes, in detail, the partnership desired, including products, services, and warranties required, and the ability of the Potential Partner to provide them.

1.3. The specifications listed in this RFP are minimums. Potential Partners should include in their responses any specifications superior to those listed in the RFP or that the Potential Partner believes would enhance the products, services, and/or warranties provided to Guilford County Schools.

1.4. Timeline

A. The expected timeline is below. Adjustments to the timeline may be made.

1. Advertisement: March 13, 2023.

2. Questions Due: March 23, 2023

3. Proposals Due: April 7, 2023

Part 2 DISTRICT INFORMATION

2.1. Guilford County Schools (GCS) is located in Guilford County, NC. GCS serves approximately 70,000 students in 128 schools in urban, suburban, and rural areas. GCS employs over 9,000 full time personnel.

2.2. GCS is currently in a Managed Print Services contract with a printing fleet of over 600 Multi-Function Devices and 1,500 Desktop and Workgroup Devices.

Part 3 DEFINITIONS

3.1. "GCS" refers to Guilford County Schools.

3.2. "GCS Workdays" means weekdays on which GCS is not closed and 12-month employees are required to report to work.

3.3. Proposal(s)" refer to the product(s), service(s), and warranty(ies) submitted by the Potential Partner(s) in response to this RFP.

3.4. "RFP" refers to this Request for Proposal.

3.5. "RFP Contact Person" refers to the person described in Part 4 of this Section.

3.6. "Recommended Potential Partner(s)" refers to the Potential Partner recommended for award of a contract in connection with this RFP.

3.7. "Potential Partner(s) refers to companies or other entities responding to this RFP.

Part 4 RFP CONTACT PERSON / QUESTIONS

- 4.1. Potential Partner shall direct any questions regarding this RFP to TechRFPQ@gsnc.com
- 4.2. All communications shall be through email with the name and number of the RFP as the subject line.
- 4.3. GCS will collect all Potential Partner questions until the question deadline established in the RFP schedule. Answers to Potential Partner questions will be made by addendum to this RFP and will be posted on the GCS Purchasing website.

Part 5 GCS RESERVATIONS

- 5.1. Issuance of this RFP does not commit GCS to issue an award, sign a contract, or make a purchase.
- 5.2. GCS reserves the right to revise or re-issue this RFP, to issue a completely new RFP for the same purpose, or to abandon the purpose altogether.
- 5.3. GCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in Proposals.
- 5.4. For purpose of this RFP, GCS prefers to purchase from a single Potential Partner, but reserves the right to, in its sole discretion, to choose multiple Potential Partners.

Part 6 POTENTIAL PARTNER NOTICES

- 6.1. It is Potential Partner's responsibility to examine the entire RFP and to seek clarification from GCS if needed. Additional requirements established by GCS, the State of North Carolina, or other entities are included herein by reference.
- 6.2. Any revisions to this document will be made by written addendum only. Verbal communications, no matter the source, will be of no effect and Potential Partners may not rely upon them.
- 6.3. Potential Partners are responsible for all expenses incurred by the Potential Partner in the preparation of a Proposal to this RFP. This includes attendance at interview, presentations, or other meetings and demonstrations, where applicable.
- 6.4. Potential Partner's Proposal, including all appendices and attachments, may be incorporated in the final contract, if awarded.
- 6.5. Following announcement of an award decision, all Proposals in response to this RFP will be considered public records for public inspection pursuant to the State of North Carolina General Statutes, Chapter 132. In the event a request is made to produce a Proposal, GCS will provide the Proposal to the requester. GCS will not undertake to determine where any Proposal or part of Proposal is confidential or otherwise protected from disclosure.

Part 7 MINORITY AND WOMAN OWNED BUSINESS (MWBE)

- 7.1. The Guilford County Board of Education promotes full and equal access to business opportunities with GCS. Minority and woman owned businesses as well as other responsible Potential Partners shall have a fair and reasonable opportunity to participate in GCS business opportunities.

7.2. Prime suppliers (i.e., those who deal directly with GCS) should support the GCS MWBE Program by making an effort to engage minority and woman owned businesses as subcontractors for goods and services to the extent available.

Part 8 Timeline

8.1. **All dates are subject to change at the sole discretion of GCS.**

8.2. All dates are final deadlines. The action described may be completed prior to that date.

8.3. Expected Timeline

A. Contract April 14, 2023 (tentative)

B. Planning April 17 – 21, 2023 (tentative)

C. Implementation of Central Control System April 24 -28, 2023 (tentative)

D. Installation of Devices May/June 2023 (tentative)

End of Section 01

SECTION 02 PROPOSAL

Part 1 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.

1.7. Withdrawal

A. 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.

Part 2 ALTERNATE PROPOSALS

2.1. Potential Partner may submit one (1) alternate proposal. The alternate must:

A. be submitted separately;

B. follow all requirements as listed in this RFP; and

C. be clearly labeled on the cover page as an “ALTERNATE PROPOSAL.”

2.2. Alternate Proposals will be reviewed and scored according to the same requirements and guidelines as all other proposals.

2.3. GCS is only interested in alternate proposals that are materially different from the original Proposal.

2.4. GCS will solely determine whether a Proposal is materially different and, in its sole discretion, may choose not to evaluate an Alternate Proposal that it determines is not materially different.

Part 3 PROPOSAL CONTENTS

3.1. Cover Page

3.2. Summary

3.3. Section 5 Response

3.4. Section 6 Response

3.5. Section 7 Response

3.6. Pricing

Part 4 PROPOSAL FORMAT

4.1. Quantity

A. One (1) hard copy and one (1) electronic copy to be emailed to TEchRFPQ@gcsnc.com per the guidelines outlined on page 4.

4.2. Cover Page

A. There must be a cover page as the first page of the proposal.

B. Cover page must match, as closely as possible, the sample cover page provided.

C. Cover page must be dated and signed by a person authorized to enter into contracts on behalf of the Potential Partner.

4.3. Physical Format

A. Proposal shall be bound or secured in a binder.

B. Proposal shall be typed or printed.

C. 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.

D. 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.

E. Potential Partner’s name shall appear on every page, including attachments.

F. Each attachment shall reference the Section and Number to which it corresponds.

4.4. Potential Partner shall be concise and respond to each requirement in Sections 05, 06, and 07. Number each response to correspond to the Section, Part, and sub-part. Repeat the Section, Part, and sub-section prior to responding.

4.5. Each Section, Part, and sub-section shall contain an answer. At a minimum the answer should be “(Potential Partner) agrees to this requirement.”

4.6. Include any forms provided in the RFP package or reproduce those forms as closely as possible. All information shall be presented in the same order and format as described.

4.7. 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.

End of Section 02

SECTION 03 CONTRACT

Part 1 GENERAL

1.1. APPLICABLE LAW

A. All applicable laws, whether explicitly referenced, are included herein by this reference. It is the Potential Partner’s responsibility to determine the applicability and requirements of any such laws and to abide by them.

B. All terms in the RFP shall be enforceable as contract terms. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions.

C. The Guilford County Board of Education is the binding legal entity and authority for the purposes of contract, arbitration, and any other legal matters related to this RFP.

D. This RFP and any contract, negotiation, claim, or dispute arising out of it and/or in connection with its subject matter will be governed by and interpreted in accordance with the laws of the State of North Carolina and the United States without giving effect to any choice-of-law rule that would cause the application of the law of any other state or nation. Exclusive jurisdiction for any claim or dispute arising from this Agreement will reside in federal and state courts within the Middle District of North Carolina.

Part 2 CONTRACT TERM

2.1. Initial Term

A. GCS is seeking a Partnership for the contract period of July 1, 2023 – June 30, 2026.

B. Potential Partner should be aware that some activities, including installation of devices, will occur prior to the contract begin date.

2.2. Renewal

A. Following the initial three (3) year term of the contract, GCS may opt to renew the contract for additional one-year periods, subject to satisfactory performance. There is no guarantee that a renewal will be exercised, and Potential Partners should have no expectation of this occurring.

Part 3 Consistency

3.1. GCS expects that devices in the MPS program will be of the same model and internal specifications.

3.2. It is recognized that device models and internal specifications do change over time, however it is the expectation of GCS that models and internal specifications will remain the same during any contract year of July1 through June 30.

3.3. Changes to models and/or internal specifications will be reviewed on an annual basis.

3.4. GCS and the Potential Partner have the right to cancel the contract if satisfactory model review cannot be established.

Part 4 Pricing

4.1. Lowest Price

A. Potential Partner guarantees that the pricing offered is the lowest available to school districts and/or governmental agencies in North Carolina.

B. If a lower pricing model is offered to any other school district or governmental agency in North Carolina, during the term of the contract, the GCS pricing model will be reduced to match.

4.2. Price Decrease

A. Price reductions may be offered at any time.

4.3. Price Increase

A. Contract pricing will be reviewed on an annual basis.

B. Pricing may not increase greater than 3% in any review year.

C. Adjustments to pricing will take effect July 1 of the review year.

Part 5 Supply Chain Delays

5.1. Original Schedule

A. Potential Partner shall make every possible attempt to meet the installation scheduled listed in the timeline above.

B. GCS recognizes that supply chain issues may affect the availability of equipment. Partner should propose an estimated schedule if delays are expected.

C. Delays in implementation will incur costs to GCS in the form of payments to current contract. These costs will be considered as part of implementation cost in proposal review.

D. Delays in implementation not included in proposed schedule will be billed to partner in the method of payment reductions matching GCS's cost to maintain existing contract.

End of Section 03

SECTION 04 EVALUATION AND RECOMMENDATION

Part 1 REVIEW TEAM

1.1. A review team of qualified reviewers will judge the merits of the Proposals in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and effectiveness considerations for GCS.

1.2. The review team reserves the right to communicate and/or schedule interviews/presentations with Potential Partners if needed to obtain clarification of information contained in the Proposal.

The review team may revise the scores assigned in the initial evaluation to reflect these communications and/or interviews/presentations.

1.3. The review team will consider materials provided in the Proposal, information obtained through interviews/presentations, and internal GCS information of previous contract history with the Potential Partner in consideration of proposal scoring. GCS also reserves the right to consider other reliable references and publicly available information in evaluating a Potential Partner's experience and capabilities.

Part 2 EVALUATION

2.1. Evaluation of proposals will be based upon meeting the requirements of this RFP and best benefit to GCS, as determined by:

A. Cost (40 points)

1. Overall costs
2. Equipment Costs
3. Page Cost
4. Transition Cost

B. Proposal of Products and Services (40 points)

1. Completeness and conformity to all requirements
2. Service Levels

C. Qualifications and Experience (20 points)

1. Experience
2. History and business stability
3. References

Part 3 DEMONSTRATIONS

3.1. After evaluating all proposals, GCS may choose to invite the highest scoring Potential Partners to provide an in-person demonstration of their proposed solution.

3.2. These Potential Partners may not change their proposals during the demonstration.

3.3. Based on the Potential Partners' demonstration, GCS may revise the scores assigned in the initial review to reflect the additional evaluation.

Part 4 NEGOTIATION

4.1. GCS reserves the right to negotiate with the highest scoring Potential Partner. Such negotiations may not significantly vary the content, nature, or requirements of the proposal.

4.2. If an acceptable contract cannot be negotiated with the highest scoring Potential Partner, GCS may withdraw its recommendation and negotiate with the next highest scoring Potential Partner.

Part 5 RECOMMENDATION TO AWARD

5.1. After further review and any negotiation, the review team will make a final recommendation to the GCS Board of Education.

5.2. Notification of the contract award(s) will be made in writing to the Selected Potential Partner(s) after approval by the GCS Board of Education.

End of Section 04

SECTION 05 POTENTIAL PARTNER REQUIREMENTS

Part 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 Potential Partner. The prime Potential Partner will be responsible for providing all deliverables as defined by any resulting contract according to the terms and conditions as set forth in any resulting contract.

Part 2 FINAL DIVESTMENT ACT

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

A. Potential Partner 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 Potential Partner 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.

Part 3 CAPABILITY

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

3.2. Potential Partner shall provide a minimum of three (3) current K-12 clients using a similar program to the program proposed.

3.3. Potential Partner must demonstrate that it has supplied a program of similar size and value as proposed in Potential Partner’s response, or that it has other experience that clearly demonstrates capacity to successfully perform as outlined in its Proposal.

3.4. Potential Partner 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 MPS program it proposes in its response.

3.5. Potential Partner must be

A. the manufacturer; or

B. a manufacturer authorized reseller that is

1. authorized to purchase product directly from the manufacturer;

2. authorized by the manufacturer to resell product; and

3. if relevant, certified by the manufacturer to grant a manufacturer's warranty on the product.

End of Section 05

SECTION 06 PRODUCT REQUIREMENTS

Part 1 General

1.1. Complete and Cost Effective

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

1.2. Ongoing Improvements

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

1.3. Minimum Specifications

A. All specifications are the minimum acceptable. Models with greater specifications will be accepted.

1.4. New

A. All devices and replacement parts shall be newly manufactured with no used or refurbished parts at the time of installation to GCS.

1.5. Supplies

A. Partner will provide all necessary equipment and all necessary supplies, including staples, toner, ink, print heads, drums, etc. throughout the life of the contract. Paper will be purchased by GCS through normal means.

1.6. Parts

A. Repair parts, service, and all supplies are guaranteed to be available for equipment provided pursuant to this contract.

1.7. Capacity

A. System must support a minimum of 10,000 users at implementation.

B. System must be able to expand to 100,000 users possible.

Part 2 Management System

2.1. Printing Methods

A. Direct Queue

1. Printing directly to a device after checking account permissions and restrictions.

B. Secure Queue Print

1. Printing to a server queue. Any MFP should then be able to access that job utilizing PIN or card security.

C. Delegate Print

1. Users can select delegates who can print their jobs.

2.2. Scanning

A. Folder

1. Scan sent to specific predefined or choice of folders.

B. User's Email

1. Scan sent to email address of user.

C. Email

1. Scan sent to predefined or custom, single or multiple email addresses.

D. Secured Link

1. Email sent to user with a link to download the scan.

E. Cloud

1. Scan is sent to user's cloud storage (OneDrive Business, Google Drive, SharePoint Online).

2.3. Copying

A. Simple Copy

1. Quick copies based on district policies for user.

B. Advanced Copy

1. Copies with full control of properties such as size, paper, contrast, stapling, etc.

2.4. Mobile Driverless Printing

A. Mobile Printing App that maintains user identification, authentication, and accounting.

B. Apple AirPrint

C. Android Mopria

D. Microsoft Universal Print

2.5. Personalization

A. Customizable MFP Terminals

1. Set and controlled at the district level.
2. Button or icon look and feel.
3. Customized per group and/or user.
4. Ability to program multi-step workflows.

2.6. User Administration

A. Integration

1. Microsoft Active Directory
2. Azure Active Directory

B. Authentication

1. LDAP Authentication

C. Groups

1. Assigned and updated by user attributes, security groups, or other Active Directory organizational units.

2.7. User Identification

A. PIN codes

1. PIN code access for users. Must have a document filing capability that holds not just documents, but all print properties with the stored job.

B. ID Card

1. ID card access for users. Must have a document filing capability that holds not just documents, but all print properties with the stored job.

2. Specify ID card compatibility.

2.8. Policies

A. Print Job Policies

B. Printer Policies

2.9. Rights

A. Granting of user rights from basic user to full administrator with granular rights in between.

2.10. Accounting

A. All functions of Multi-Function Printers and desktop printers must be invoiced to a specific department and linked to specific individuals.

B. Standard and customized reports.

C. Export of reports.

D. Power BI capability.

2.11. Credit

A. Credit accounting and control that allows for the setting of amounts of credit for groups or users.

B. Copying, printing, B&W, and color credits.

C. Disallow all uses if credit is exhausted.

2.12. Quota

A. Quota accounting and control that allows for the setting quotas for groups or users.

B. Copying, printing, B&W, and color quotas.

C. Disallow or warn if quota is exceeded.

D. Set by period of time (day, week, month, quarter, year, specific dates).

2.13. Printer Administration

A. Discovery

1. Central controlled printer discovery based on IP range.

2. Manual and automatic capability.

B. Configuration

1. Configuration profiles to be applied to discovered printers.

2. Based on range, type, model, etc.

2.14. Status Monitoring

- A. Identity
- B. Status
- C. Issues
- D. Terminal
- E. Counters
- F. Toner and Page

2.15. Print Job Administration

- A. Modification of print job parameters at the server level.
- B. Prologue and Epilogue for customization of print job.
- C. PDL commands
 - 1. Color
 - 2. Duplex
 - 3. Staple
 - 4. Punch
 - 5. Toner saving
 - 6. Custom
- D. PDL Scripts
 - 1. Job forwarding
 - 2. Queue assignment
 - 3. Deletion of oversized jobs
 - 4. Owner change
 - 5. Custom
- E. Watermarks

2.16. Multi-server Architecture

- A. Allows for multiple servers to spread print load.
- B. Control Server
 - 1. License and software management
 - 2. User management
 - 3. Replication of Job Roaming jobs
- C. Print Server
 - 1. Functions as print server.
 - 2. Management of assigned printers.
- D. Job Roaming
 - 1. A print job on any server should be available on MFPs at any other site or server.
 - 2. Roaming jobs controlled by user identity.

2.17. Security

- A. Database encryption with certificates.
- B. Password protected databases.
- C. Password and PIN complexity and length settings.
- D. Two-factor authentication.
- E. Backups of all databases on a scheduled basis.
- F. Audit logs
- G. Secure communication between servers.

2.18. Operating System

- A. Windows Server 2016/2019/2022

Part 3 Multi-Function Printers

3.1. Multi-Function Printers are expected to be able to print, copy, scan, fax, and email.

A. Provide specification sheets listing all accessories, features, functions, and technical requirements.

3.2. General

A. Power

1. Voltage

- a) 110

2. Plug Type

- a) NEMA 5-15

B. Connectivity

1. Ethernet RJ45 10/100/1000 Mbps.

2. Wireless Network.

3. Easily accessible USB ports.

C. Remote Administration

1. Allow administration of the device remotely, including viewing and controlling the device LCD panels for user support including all functions and features real time to support help desk on applications or work processes for each end user. Must have a remote front panel capability for all units.

D. Print Resolution

1. 1200 x 1200 dpi

E. Warm Up Time

1. 20 seconds or less

F. Paper Size

1. Auto selection

2. Size

a) Letter (8 ½ x 11)

b) Legal (8 ½ x 14)

c) Ledger (11 x 17).

3. Multipurpose tray

a) 150 sheets

4. Bypass

a) Bypass tray for the purpose of printing on specialized stock.

5. Paper Weight

a) 16 lb. Bond - 142 lb. index.

6. Duplex Unit

G. Document Processor

1. Dual side scan

2. 300 sheets

H. Paper Handling

1. Finisher

a) 4,000 sheets

b) Stapler 65 sheets

2. Booklet & Tri Folding

a) 20 sheets

3. Hole Punch

a) 3-hole

I. Printing

1. Windows 10

2. Windows 11

3. MacOS X v10.0 or later

4. Chrome OS

5. "Follow me print" such that the end users can use one print driver to send document and can access their print jobs from any of the multi-function printers anywhere within GCS.

J. Copying

1. Size

a) Up to 11" x 17"

2. Zoom Range

a) 25% - 400%

3. Continuous Copy

a) 1 – 9,999

4. Digital Features

- a) Auto Magnification
- b) Auto Paper Select
- c) Auto Start
- d) Auto Drawer Change
- e) Interrupt Copy
- f) Positive / Negative
- g) Mirror
- h) Rotate
- i) Border Erase
- j) Combine Copy
- k) Split Copy
- l) Sort
- m) Margin Shift
- n) Page Number
- o) Blank Page Skip
- p) Specific Color Removal
- q) Proof Copy
- r) Preview
- s) ID Card Copy

K. Scanning

1. All scanning at no cost per page.
2. Functions
 - a) Scan to Folder
 - b) Scan to Email
 - c) Scan to FTP
 - d) Scan to USB
 - e) PDF Digital Signatures
3. Resolution
 - a) Up to 600 x 600 dpi
4. Speed
 - a) Minimum 100 ipm simplex / 200 imp duplex
5. Size
 - a) Up to 11" x 17"
6. File Type
 - a) TIFF

- b) JPEG
- c) XPS
- d) OpenXPS
- e) PDF
- f) MS Office File

L. FAXing

1. Fax Server Integration

- a) Specify compatibility
- b) BISCOP preferred

M. Control Screen

1. Interactive touch control screen that is customizable to include unique home page requirements or equivalent.
2. Customizable buttons or icons for programming repeated document workflows. Each user and/or department can have their own unique workflow based on their login.

N. Security

1. PIN code and username/password secured access for users.
2. Ability for users to retrieve submitted printing jobs from a secure print queue, that is tied to the user's network logon credentials, from any machine on the GCS network.
3. Access card authentication to control usage, track usage, and control features and capability by user.

- a) Specify access card compatibility.

3.3. Color Base Model

A. Engine

1. 40 ppm black & white / 40 ppm color

3.4. Color High-Speed Model

A. Engine

1. 60 ppm black & white / 60 ppm color

B. Capacity

1. 8 ½ x 11, 20 lb. - minimum of 3,000 sheets.
2. 8 ½ x 14, 20 lb. - minimum of 500 sheets.
3. 11 x 17, 20 lb. - minimum of 500 sheets.

3.5. Black & White Base Model

A. Engine

1. 40 ppm black & white / 40 ppm color

3.6. Black & White High-Speed Model

A. Engine

1. 60 ppm black & white / 60 ppm color

B. Capacity

1. 8 ½ x 11, 20 lb. - minimum of 3,000 sheets.
2. 8 ½ x 14, 20 lb. - minimum of 500 sheets.
3. 11 x 17, 20 lb. - minimum of 500 sheets.

Part 4 Desktop Printers

4.1. Desktop Printers are expected to be able to print direct from user device.

A. Provide specification sheets listing all accessories, features, functions, and technical requirements.

4.2. General

A. Power

1. Voltage

- a) 110

2. Plug Type

- a) NEMA 5-15

B. Connectivity

1. Ethernet RJ45 10/100/1000 Mbps.

2. Wireless Network.

3. Easily accessible USB ports.

C. Remote Administration

1. Allow administration of the device remotely.

D. Print Resolution

1. 600 x 600 dpi

E. Warm Up Time

1. 15 seconds or less

F. Paper Size

1. Size

- a) Letter (8 ½ x 11)

2. Multipurpose tray

- a) 100 sheets

3. Paper Weight

- a) 16 lb. Bond - 90 lb. index.

4. Duplex Unit

G. Paper Handling

1. Output Tray

- a) 250 sheets

H. Printing

1. Windows 10
2. Windows 11
3. MacOS X v10.0 or later
4. Chrome OS

4.3. Black & White Base Model

A. Engine

1. 40 ppm black & white

B. Capacity

1. 8 ½ x 11, 20 lb. - minimum of 250 sheets.

4.4. Black & White Group Model

A. Engine

1. 55 ppm black & white

B. Capacity

1. 8 ½ x 11, 20 lb. - minimum of 2,000 sheets.

End of Section 06

SECTION 07 SERVICE REQUIREMENTS

Part 1 General

1.1. Complete and Cost Effective

A. The Potential Partner must provide a service that is both complete and cost effective.

B. Supplies

1. Partner will provide all necessary equipment and all necessary supplies, including staples, toner, ink, print heads, drums, etc. throughout the life of the contract. GCS will purchase paper through normal means.

1.2. Partnership

A. The Potential Partner must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with GCS.

Part 2 Deployment

2.1. Initial Deployment

A. Partner shall make transition of new equipment installation a process completed through phases. Partner will provide detail and outline a step-by-step guide of the phase process to be approved by GCS before implementation.

B. Some phases may be required after contract signing, but before contract start. This may be necessary to meet installation deadlines.

2.2. User Setup

A. Partner will be responsible for assisting GCS with Active Directory integration for accounts.

Part 3 Warranty and Repair

3.1. Partner shall provide a parts and labor on-site service.

A. All material and labor costs for repair of equipment is the responsibility of the Partner.

B. All parts and supplies must be manufacturer OEM parts and supplies.

C. Partner will guarantee the availability of replacement parts, applicable accessories and equipment for the duration of the contract term.

3.2. Warranty and Repair begins and ends with the contract period.

3.3. If any device does not perform to manufacturer's specifications during the contract, the Partner shall replace the unit(s) with a new device of the same or better model.

3.4. All warranty and repair shall be performed as outlined in the proposed stated cost.

3.5. Partner will remedy any defect in software or equipment within forty-eight (48) hours of initial service request.

3.6. New

A. All devices and replacement parts shall be newly manufactured with no used or refurbished parts.

3.7. Parts

A. Repair parts, service, and all supplies are guaranteed to be available for equipment provided pursuant to this contract.

B. In the case of part non availability, Partner will replace equipment with a model for which parts are available.

3.8. Excessive Downtime

A. Any device that experiences downtime of five (5) days or one hundred twenty (120) total hours of downtime in a sixty (60) calendar day period will be replaced by Partner.

B. Replacement device will be the same or better model.

C. Replacement device will be installed at no additional cost. Any costs associated with the replacement of devices will be the sole responsibility of the Partner.

D. The installation of a loaner device does not end the hours of downtime used to calculate a device eligible for replacement due to excessive downtime.

3.9. Insurance for Damage

A. Partner will insure all devices against damage from flood, theft, and any other accidental or natural cause.

B. GCS will not be responsible for cost of replacement, except in the case of intentional damage by student or staff.

3.10. Reporting

A. Partner shall submit a monthly service report to the GCS designated representative.

B. Service report shall be per location.

1. Beginning dates/times of all service calls

2. Description of problem per service call
3. Completion dates of all service calls
4. Number of hours or days downtime per device.

3.11. Review

- A. Partner and GCS will meet quarterly to review the monthly service reports.
- B. Consistently poor performing and/or problematic devices will be replaced with new equipment of same model or better.

Part 4 Supplies

- 4.1. Supplies should be delivered on a regular schedule to provide constant supply.
 - A. Vendor may supply an online request system to meet this requirement.
- 4.2. Extra supplies should be provided for each device such that no downtime will be incurred.

Part 5 Help Desk

- 5.1. A Help Desk will be provided by the Partner.
- 5.2. Help Desk will be provided through a toll-free phone number for placing service calls.
- 5.3. Help Desk will be available Monday through Friday, 8:00 a.m. to 5:00 p.m.
- 5.4. Live phone support will be provided to the user.
- 5.5. If phone support is not able to resolve the issue, Partner will establish an estimated time of arrival (ETA) within two (2) hours of escalating to direct support.

Part 6 Training

- 6.1. Describe the training program being proposed.
- 6.2. Initial training of GCS personnel shall be conducted upon equipment installation and at no cost to GCS, with the number of sessions, schedules, participants, and number of participants per session identified by GCS.
- 6.3. Network connectivity print driver installation and other technical support training, also at no cost to GCS, will be scheduled prior to deployment.
- 6.4. Subsequent training at no cost to GCS shall be available on an ongoing basis during the contract term for the purposes of training new personnel, providing refresher sessions, increasing user productivity through effective use of networked features, providing assistance with new procedures or equipment, etc.

End of Section 07

SECTION 08 PRICING MODEL

Part 1 General

- 1.1. GCS is seeking a partnership on a bulk allowance and additional cost per page basis.
- 1.2. Pricing Model

A. Proposal will include pricing based on a bulk allowance and additional cost per page model. The cost must be inclusive of all supplies, maintenance, machine depreciation, service, and all other costs associated with the services.

B. Partner will provide the total number of devices listed in the Appendix C Price Sheet.

C. Monthly and Annual costs for additional devices shall be provided.

End of Section 08

APPENDIX A

Cover Page

Request for Proposal

Managed Print Services

Potential Partner

Address

City, State Zip

Phone

Proposal Contact

Address

City, State Zip

Phone

Fax

Email

End of Appendix A

- 6.1 Provide response to each Part & Section Below. Circle Y or N. (Circle N for any item with an exception. Describe exception in response.)**
Descriptions are preferred. If no description is required, respond with “Partner agrees to requirement.” Expand table as needed.

Section 5

Part/Number	Agree	Response
Part 2 / 2.1	Y / N	
Part 3/ 3.1	Y / N	
Part 3/ 3.2	Y / N	
Part 3/ 3.3	Y / N	
Part 3/ 3.4	Y / N	
Part 3/ 3.5	Y / N	

Section 6

Part/Number	Agree	Response
Part 1 / 1.2	Y / N	
Part 1/ 1.4	Y / N	
Part 1/ 1.5	Y / N	
Part 1/ 1.6	Y / N	
Part 2/ 2.1	Y / N	
Part 2/ 2.2	Y / N	
Part 2/ 2.3	Y / N	
Part 2/ 2.4	Y / N	
Part 2/ 2.5	Y / N	
Part 2/ 2.6	Y / N	
Part 2/ 2.7	Y / N	Describe card compatibility
Part 2/ 2.8	Y / N	
Part 2/ 2.9	Y / N	
Part 2/ 2.10	Y / N	
Part 2/ 2.11	Y / N	
Part 2/ 2.12	Y / N	
Part 2/ 2.13	Y / N	
Part 2/ 2.14	Y / N	
Part 2/ 2.15	Y / N	
Part 2/ 2.16	Y / N	
Part 2/ 2.17	Y / N	
Part 2/ 2.18	Y / N	

Section 6

Part/Number	Agree	Response
Part 3/ 3.1	Y / N	Include in Proposal Packet
Part 3/ 3.2	Y / N	
Part 3/ 3.3	Y / N	List model.
Part 3/ 3.4	Y / N	List model.
Part 3/ 3.5	Y / N	List model.
Part 3/ 3.6	Y / N	List model.
Part 3/ 3.7	Y / N	
Part 3/ 3.8	Y / N	
Part 3/ 3.9	Y / N	
Part 3/ 3.10	Y / N	
Part 3/ 3.11	Y / N	
Part 4 / 4.1	Y / N	
Part 4 / 4.2	Y / N	
Part 4 / 4.3	Y / N	List model.
Part 4 / 4.4	Y / N	List model.

Section 7

Part/Number	Agree	Response
Part 1/ 1.1	Y / N	
Part 2/ 2.1	Y / N	
Part 2/ 2.2	Y / N	
Part 2/ 2.3	Y / N	
Part 3/ 3.1	Y / N	
Part 3/ 3.2	Y / N	
Part 3/ 3.3	Y / N	
Part 3/ 3.4	Y / N	
Part 3/ 3.5	Y / N	
Part 3/ 3.6	Y / N	
Part 3/ 3.7	Y / N	
Part 3/ 3.8	Y / N	
Part 3/ 3.9	Y / N	
Part 3/ 3.10	Y / N	
Part 4/ 4.1	Y / N	
Part 4/ 4.2	Y / N	
Part 5/ 5.1	Y / N	
Part 5/ 5.2	Y / N	
Part 5/ 5.3	Y / N	
Part 5/ 5.4	Y / N	
Part 5/ 5.5	Y / N	
Part 6/ 6.1	Y / N	
Part 6/ 6.2	Y / N	
Part 6/ 6.3	Y / N	
Part 6/ 6.4	Y / N	

End of Appendix B

APPENDIX C**Proposal Cost**

Fill in all boxes. Additional information/explanation may be added at bottom of response sheet.

Base Pricing

Print/copy B/W pages included in Base Package	150,000,000
Print/copy color pages included in Base Package	4,000,000
MFP Color Base included in Base Package	175
MFP Color High-Speed included in Base Package	15
MFP B&W Base include in Base Package	500
MFP B&W High-Speed included in Base Package	20
Desktop Base Model included in Base Package	850
Desktop Group Model included in Base Package	800
Base Price (Annual)	

Additional Devices

Device	Model	Monthly Cost	Annual Cost
MFP Color Base			
MFP Color High-Speed			
MFP B&W Base			
MFP B&W High-Speed			
Desktop Base			
Desktop Group			
Desktop Group Color			

Pages (additional above base)

Price per page Print/Copy B&W	
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Price per page Print/Copy
Color

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End of Appendix C

End of RFP



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

qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

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

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

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

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. **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 e-procurement purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by GCS. 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 GCS under this contract.
19. **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.
20. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
21. **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.

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

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

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