

	<p align="center">GUILFORD COUNTY SCHOOLS Request for Proposals</p> <p align="center">Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
Direct all inquiries to:	Request for Proposals: 6564
Jarrod Ross	Bid due date: April 25th 2023
rossj3@gcsnc.com	Commodity: Two Way Radios – Transportation Department

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 EDT** on the day of opening for furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine in response to this Invitation for Bid **will not** be accepted.

EXECUTION

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

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

Offer valid for **120 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

The Guilford County School is committed to providing a two-way communications platform for use by Transportation and Administrative Staff. The District would like to have the platform in place by July 31, 2023 if possible. The system vendor selected should also provide initial professional development and continuing training resources for both transportation and administrative staff.

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

We will not have a pre bid conference for 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 **12 noon EST on April 11th, 2023.**

Instructions:

Written questions shall be emailed to Jarrod Ross (rossj3@gcsnc.com) by the date and time specified above. Vendors will enter “RFP #6564 – 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 & One (1) flask drive** should be addressed in an envelope with the RFP number as shown below: It is the responsibility of the bidder to have the bid in the Guilford County Schools Purchasing office by the specified time and date of opening.

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

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

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

RFP No. 6564

Jarrold Ross

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 the GCS Transportation Department. Guilford County Schools reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Award of this bid may be in whole or in part as deemed to be in the best interest of GCS. All projects are awarded contingent upon funding. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of **120 days**.

EVALUATION CRITERIA

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

The following section contains features and functionality grids regarding the proposed Two-Way Communications Platform. Please indicate in the following grids whether the proposed Two-Way Communications Platform Meets or Does Not Meet the functionality described. If necessary, please provide in the Explanation column any further information or details. These categories will be weighted and scored based on the ability to meet the needs of the district. Based on scoring the top vendors will be invited to provide onsite or virtual demonstration of their product.

Functionality	Meets	Does not meet	Explain similar options if you are not able to perform complete Functionality
Has the ability to communicate with school staff and SRO staff. Also, compatibly with Guilford Metro communication. (25%)			
Ability to create multiple talk groups. (10%)			
Ability to identify bus# when mic is keyed. And make changes as the fleet and personnel changes. (10%)			
Mass Ability to mass broadcast across all talk groups. (10%)			
During Emergency, the ability to limit communication user and emergency talk group. (10%)			
GPS capability for Guilford Metro Communication. (10%)			
Ability to be mounted neatly on or within the front dash. Provide radio specs. (5%)			
Option for inner bus intercom (5%)			
Radio Alias Licensing for Mobile/Portable and Guilford Metro Infrastructure (10%)			
Receive notification if equipment is damaged or faulty. (5%)			



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: _____

**SUBMIT THIS PAGE WITH YOUR COMPLETED BID FORM
(AFTER THE SIGNATURE PAGE)**

5.0 INVITATIONS FOR BID DOCUMENT

Two-Way Communications Platform for Transportation RFP TIMELINE

Date	Milestone
March 27, 2023	RFP published
April 25, 2023	RFP closes
May 8 – 10, 2023	Notification of vendors invited for onsite or virtual demonstrations
May 15 – 19, 2023	Vendor Demonstrations
May 26, 2023	Vendor selected and recommendation to Board of Education for approval
June 19, 2023	Implementation work begins

Two-Way Communications Platform for Transportation

1. The contract, renewal(s), and or modification(s) shall cover all current and future product releases.
2. Pricing increases must receive District approval for renewal of contract. Initial pricing is to be firm for the first contract term. The District is seeking a five-year contract for the Two-Way Communications Platform.
3. The Vendor must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be scrutinized to ensure that such requirements can be met. To avoid delays or misunderstandings, the Vendor is requested to respond to each specification.
4. Proposals submitted must be the original work product of the Vendor.
5. Each copy of the proposal shall include the Vendor’s legal name and indicate whether the Vendor is a sole proprietor, a partnership, a corporation, or any other legal entity, and the signature of a Vendor officer authorized to bind the Vendor to a contract. A proposal by a corporation shall further give the state of incorporation and shall have the corporate seal affixed. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
6. Prior to the deadline, Proposals may be modified or withdrawn by written notice or in person by the Vendor or its authorized representative. Proper identification of all involved documents and individuals will be established and will not be released by the District without a signed receipt.
7. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the

District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.

8. All Proposals must be submitted on the District forms attached with this specification. Proposals submitted on forms other than the enclosed may be rejected. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this Proposal will be considered. Non-compliance with RFP specifications will disqualify Proposals from further consideration.
9. Any explanation or statement that the Vendor wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal and attached thereto. Unless the Vendor so indicates, it is understood that the Vendor has proposed in strict accordance with the RFP requirements.
10. The Vendor must promptly notify the District of any ambiguity, inconsistency, or error discovered in the RFP.
11. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Vendor agrees to abide by the decisions of the District.
12. All Proposals shall be deemed final, conclusive, and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
13. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
14. Proposals, prices, terms, and conditions shall remain firm for a period of 365 days from the due date for Proposals or until that time when the District takes official action on the Proposals.
15. The Vendor is responsible for its own verification of all information provided to it. The Vendor must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.
16. No oral interpretation will be made to any Vendor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Vendor with other District employees or Board members regarding the RFP may result in disqualification.

17. Proposals may contain data that the Vendor does not want used or disclosed for any purpose other than evaluation of the Proposal. The use and disclosure of such data may be so restricted, provided the Vendor marks the cover sheet of the Proposal with the following legend: "Technical data contained in this Proposal furnished in connection with the Request for Proposal of the Guilford County School shall not be used nor disclosed except for evaluation purposes, provided that, if a contract is awarded to this Vendor as a result of or in connection with the submission of this Proposal, Guilford County School shall have the right to use or disclose technical data to substantiate the award of a contract."
18. The above restriction does not limit the District's rights to use or disclose without the Vendor's permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements, which differ from the above, will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
19. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Vendor specifically qualifies its offer by stating that the Proposal must be taken as a whole.
20. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
21. The District may, at its option, conduct interviews after receipt of the Proposal.
22. The District reserves the right to negotiate to clarify and qualify terms of any Proposal.
23. The Vendor shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
24. The Vendor must notify the District if any conflict of interest exists, actual or potential, between the Vendor's family, businesses, or financial interests and its services under this Proposal.
25. No Vendor shall engage in any activity or practice, by itself or with other Vendors, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Vendor's Proposal.

26. The District, in its discretion, may terminate the Agreement in whole or in part at any time, whenever it is determined that the successful Vendor has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporated therein and the successful Vendor has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Agreement, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Agreement for materials and services, which have been accepted by the District.
27. The District may terminate the Agreement without cause by notifying the successful Vendor in writing 30 days prior to the effective date of termination. The successful Vendor shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
28. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Vendor; liquidation or dissolution of successful Vendor; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Vendor; assignment by successful Vendor for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Vendor.
29. Substitution of any product or equipment must be approved by the District to ensure overall quality of the substitution equals or exceeds the original products and equipment.
30. The District shall not be responsible for any pre-Agreement expenses of any Vendor, including the successful Vendor, incurred prior to the commencement of the Agreement.
31. All submitted Proposals become and remain District property.
32. Vendors shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or disability.

It is the purpose of this RFP to obtain as complete a set of data as possible from each Vendor. This will enable the District to determine which Vendor is best able to meet all of the criteria that are to be considered in the award of the Two-Way Communications Platform RFP.

By the act of submitting a Proposal, the Vendor represents:

- a. that it has read and understands these RFP Documents including any issued Addendums;

- b. that it has familiarized itself with the conditions governing the proposed contract;
- c. that the Proposal is based upon the requirements described in these RFP Documents without exception (unless exceptions are clearly stated in the response);
- d. that the Vendor is a recognized provider of the products requested with a proven history of providing products and service in the industry; and
- e. that the Vendor has financial information on file relative to ownership of the bidding concern.

Each Vendor shall furnish as part of its Proposal a complete general description of its experience in the field of teacher – parent communications.

The Proposal shall follow the prescribed format outlined in the Proposal Format and Contents section.

PROPOSAL FORMAT AND CONTENTS

The Vendor's proposal package shall contain the following items in the order listed below and utilize the forms provided in the Attachment Section of the RFP. The Vendor is urged to be concise yet thorough in its presentations. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to comply with the following sections.

Where a discrepancy exists between an amount submitted as figures and words, the amount expressed in words shall govern.

Any interlineations, alterations, or erasures must be initialed by the signer of the Proposal.

1. RFP Submission

The RFP submission should include:

- a. an introduction to the Vendor's company and include its status as a sole proprietor, partnership, corporation or other legal entity;
- b. an expression of the Vendor's understanding of the work to be done and its ability and desire to meet the requirements of the RFP;
- c. completed Vendor Identification Form;
- d. a commitment to perform the work within the specified parameters;
- e. completed Features and Functionality grids;
- f. completed Partnerships/References;
- g. completed Cost Proposal and Bid Summary;
- h. any specifications with which the Vendor takes exception or cannot comply;
proposed detailed Two-Way Communications Platform implementation project timeline;
- j. copy of certificate of liability insurance;

- k. any other information not appropriately contained in the Proposal itself;
- l. sample contract.

The RFP submission must be signed by a Vendor officer having the authority to bind the Vendor to an Agreement.

2. Vendor Identification Form (Attachment 1)

This cover sheet identifies the Vendor's legal name, mailing address, telephone, fax, email address and contact persons. The Vendor Identification Form must be signed by an officer of the Vendor's company. The Vendor must be registered to do business in the State of North Carolina.

3. Financial Condition

The Vendor must be able to demonstrate the financial stability necessary to execute terms and conditions of meeting this RFP. The Vendor should provide a copy of its most recent audited financial statements or annual report.

4. Sample Contract

The Vendor shall provide with the Proposal a sample five-year contract document. The final Contract shall consist of the RFP, the Vendor's Proposal, the executed contract and the other agreed upon documents which, together, shall constitute the "Contract Documents."

EVALUATION PROCESS AND ACCEPTANCE OF PROPOSALS

It is the intent of the District to award a contract to the Vendor submitting the Proposal which best suits the needs of the District as determined by the District in its sole judgment after evaluation of submitted Proposals.

- 1) After a recommendation for award has been made, the successful Vendor will be notified in writing and the appropriate documents will be prepared for commencement of the Contract.
- 2) The District may use the following Evaluation Criteria when evaluating proposals:
 - a. understanding of the District's needs presented in a clear, concise and direct manner;
 - b. quality of product offering;
 - c. information gathered during vendor interviews;
 - d. site visits;
 - e. product demonstrations; and
 - f. customer references.

SPECIFICATIONS AND DEFINITION OF THE TERMS OF THE CONTRACT FOR TWO-WAY COMMUNICATIONS PLATFORM RFP

A. Current Products

The Vendor's Proposal shall include a listing of all products and/or services to be provided by Vendor for District.

B. Support Personnel

Vendor must provide in its Proposal a description of the support personnel available to assist the District in the implementation of the contract. This information shall include the name of an individual employed by the Vendor who will serve as the day-to-day contact person for the District. This individual must have a minimum of five-year experience in the industry.

C. Contract Compliance

A system of contract administration shall be maintained by the District to assure Vendor's compliance with the terms, conditions, and specifications of the contract and the bid specifications incorporated therein. Vendor agrees to cooperate fully with the District in this contract compliance system.

D. Insurance

The Vendor must provide a copy of certificate of liability, indicating its ability to comply with minimum insurance requirements. The Vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this Proposal. The Vendor shall carry sufficient insurance to protect it and the District from any property damage or bodily injury claims arising out of the contracted work.

In the event that the Vendor fails to maintain and keep in force the insurance coverage as herein provided, the District shall have the right to cancel and terminate the established contract forthwith and without notice.

The Vendor shall bear full responsibility for all risk of loss from equipment damage, and money or product loss resulting from vandalism or theft. The Vendor shall not in any manner penalize the District for any such losses.

E. Risk and Indemnification

During the progress of the contract work, the Vendor shall assume all risk and bear all loss occasioned through neglect, negligence or accident, caused or contributed to by its personnel.

Vendor hereby assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise, and to property, arising out of or resulting from the services as herein set forth and provided by the Vendor, and for any and all damages and/or injuries of any kind which shall occur in connection therewith. Vendor agrees to indemnify, defend and save harmless the District, its agents, servants and employees from and against any and all losses, expenses, including legal fees and disbursements, damages and/or injuries arising out of or resulting from or occurring in connection with the execution of the work herein provided for and including any losses, expenses, including legal fees and disbursements, damages or injuries occurring in connection with or resulting from the use by the Vendor of stock, appliances, implements, works, tools, or machinery or any other property owned, rented, borrowed by or assigned from or to the aforesaid District.

F. Compliance with Laws and Regulations

The Vendor shall be responsible for payment of all applicable taxes, including but not limited to sales, business privilege, and property.

Vendors are expected to comply with all state, federal, local, and District statutes, ordinances and regulations that are applicable to the performance of this contract and the specifications herein and shall procure all necessary licenses and permits.

G. Discrimination

Vendors are required to submit evidence of compliance with the provisions of the Equal Employment Opportunity Act.

H. Interruption of Performance

The Vendor recognizes and acknowledges that riots, war, public calamity, fire, earthquake, mine subsidence, Acts of God, government restriction, labor disturbance, or strike may result in interruption or cessation of performance of this contract.

In such event, and with the exception of monies already due and owing, both parties' obligations shall be suspended and excused to the extent commensurate with such interfering occurrence.

I. Choice of Law

This Contract shall be interpreted in accordance with the laws of the State of North Carolina.

J. Integration

This Contract shall constitute the sole, exclusive and final agreement of the parties, the terms, and conditions of which may not be varied without the express written consent of both parties.

K. Contract Implementation

The Vendor shall include with its Proposal a plan indicating the timeline for implementation.

COST PROPOSAL AND BID SUMMARY:

All proposals should include costs associated with the purchase and implementation of the system.

Vendor must provide annual license costs for the five-year contract period.

Vendor must provide a breakdown outlining the five-year contract period. Included should be a breakdown of all initial startup costs during the setup and implementation phase broken out in Year 1, Year 2, etc... Then a detail of years after the setup, implementation, and conversion phase including licensing, support, and hosting. Cost proposals should include:

- Licensing
- Support
- Hosting of Product or Service solution
- Implementation services
- Software installation and configuration
- Project management
- Professional Development
- Other implementation costs
- Include any other additional associated costs

PARTNERSHIPS/REFERENCES

Provide a complete history of your firm's work with other K-12 school districts using the proposed system (specify state). Include a more detailed listing of at least six (6) current K-12 public school district customers using the proposed system as references. Include in the detailed listing: the district name, contact person, telephone number, email, and description of the type of project and service provided by your firm. Preference for detailed references to include districts with over 14,000 students, and in North Carolina.

6.0 Attachment: Vendor Identification Form

The undersigned Vendor hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Vendor to provide the services required by the District for the specified period. By signing this Vendor Identification Form, the Vendor certifies that there are no "PARTIES OF INTEREST" or "CONFLICTS OF INTEREST", as defined by state and/or federal regulations, existing between the Vendor and the District or any of its employees, agents or Board of Education members. The Representative designated below will serve as the point of contact to solve all problems that may arise concerning the Proposal during the evaluation period.

Legal name (Prime contractor)	Representative's Name	Title
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Address	City/State/Zip	Telephone #	Fax #
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Email Address

Years in Operation	Years under current structure and/or under previous structure
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1) Name of Vendor's Officers:

Name	Title
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2) The undersigned hereby acknowledges the receipt of the following addenda:

Addendum Number	Date Issued	Date Acknowledged	Signature
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3) The undersigned hereby acknowledges that the Vendor has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 365 days from the deadline for submission of Proposals

Vendor Officer's Name

Signature	Date
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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:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **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.
 - a. **Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase, or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.