

	<p align="center">GUILFORD COUNTY SCHOOLS Invitation for Bids</p> <p align="center">Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
Direct all inquiries to:	Invitation for Bids: 6571
Shayla C. Parker	Bid due date: May 17, 2023
parkers3@gcsnc.com	Commodity: School Photography Services

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 in response to this Invitation for Bid **will not** be accepted.

EXECUTION

In compliance with this Invitation for Bids (IFB), 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 IFB, 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 IFB.

1.0 PURPOSE AND BACKGROUND

Guilford County Schools (GCS) is seeking Bids from vendors to provide school photography services throughout the district. The district is comprised of approximately 70,000 students across 126 schools.

2.0 GENERAL INFORMATION

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

3.0 SPECIFIC INFORMATION

PRE-BID CONFERENCE

There will not be a pre-bid conference for this IFB.

BID QUESTIONS

Upon review of the IFB documents, vendors may have questions to clarify or interpret the IFB to submit the best bid possible. To accommodate the bid questions process, vendors shall submit any such questions by **Friday, May 5, 2023 at noon**.

Instructions:

Written questions shall be emailed to Shayla Parker at parkers3@gcsnc.com by the date and time specified above. Vendors will enter “IFB #6571 – Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB 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 IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely **only** on written material contained in an addendum to this IFB.

BID SUBMITTAL

Sealed responses, 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 ‘IFB 6571 Response’ as the subject of the email, shall be received in the GCS Purchasing Department but the close date and time to rossj3@gcsnc.com.** The original hard copy should be addressed in an envelope with the IFB 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 Invitation for Bids 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:

IFB 6571

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 IFB. 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 Invitation for Bids to the responsible bidder(s) who best matches the needs of GCS. 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:

Content - Quality of products and services offered

Experience - General reputation and performance capabilities/References

Completeness - Ability to meet the requirements listed in this Invitation for Bids

Prices offered – Packages/Commission

Award will not be based solely on price but on the proposal(s) that provides the best overall package in the best interest of Guilford County Schools.



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 IFB. 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: _____

5.0 INVITATIONS FOR BID DOCUMENT SECTION

01 GENERAL

1. PURPOSE

- 1.1. This School Pictures Agreement (henceforth known as “agreement”) is required to be a part of any contract/agreement between Guilford County Schools (henceforth known as “GCS”) any school picture/photography vendor (henceforth known as “vendor”).

2. APPLICABLE LAW

- 2.1. All applicable laws, whether or not explicitly referenced, are included herein by this reference. It is the vendor’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
- 2.2. All terms in this agreement shall be enforceable as contract terms. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions.
- 2.3. 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 agreement.
- 2.4. This agreement and any contract, negotiation, claim, or dispute 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.

3. CONTRACT TERM

- 3.1. School picture agreements will be for an initial term of one year, beginning July 1, 2023 and ending June 30, 2024. The agreement can be extended for three additional one-year terms if GCS gives written notice to vendor(s) of its intent to extend the agreement by June 1 of the expiration year preceding the extension. This agreement shall only be extended/executed by and between the GCS purchasing department and vendor(s).
- 3.2. At the close of any school picture agreement, all photos, compilations, videos, or any other representation of students, schools, or activities shall be the sole property of GCS.

End of Section 01

SECTION 02 VENDOR REQUIREMENTS

1. STUDENT DATA PRIVACY

- 1.1. Vendor agrees to all requirements as specified in the Student Data Privacy Addendum included below and by reference.
- 1.2. Vendor shall be required to complete background checks for all personnel who will have any type of direct contact with the students and staff of GCS at the vendor’s expense. Copies of background checks for personnel assigned to GCS account shall be included in documentation prior to performing work in the schools. Vendor shall notify GCS immediately and provide required information should changes in personnel occur.

- 1.3. Vendor agrees to abide by all federal and state student data privacy laws including the Family Educational Rights and Privacy Act (FERPA) [20 U.S.C. § 1232g; 34 CFR Part 99] and the North Carolina Identity Theft Protection Act of 2005 (SL 2005-414/SB 1048).

2. Services

2.1. Scheduling

- A. Vendor shall mutually establish a schedule for sittings and notification flyer deliveries.
- B. At the time the contract is awarded, a meeting will be scheduled between the vendor and each individual school to determine the most acceptable picture taking schedule for both the vendor and building principals and/or principal designee. This schedule would include the required picture re-take sitting date.

2.2. Student Photographs

- A. Student photographs will be taken at least once per school year.
- B. Vendor will photograph all students enrolled in the school at the time of photographic event.
- C. Senior students shall have the option of taking their yearbook photo at a designated "senior photo day" at each High School.
- D. Photos shall include a "headshot" photo.
- E. Vendor shall give a 100% guarantee on all portraits. A customer service hotline number shall be printed on all advertising that the parents can use when situations arise. The schools will schedule retakes at their location.
- F. Photo packages require delivery no later than four (4) weeks following picture day.
- G. Vendor shall have the capability to label and sort all packages alphabetically to each school's specifications and furnish a package verification list to determine which packages were purchased by whom.

2.3. Staff Photographs

- A. Staff photographs will be taken at least once per school year.
- B. Vendor shall take a headshot picture of all district staff members at no additional charge and provide these picture files to the district using the district specified file format identified by employee identification number, last name and first name.
- C. The building staff will take pictures at the same time as the student picture dates.
- D. Vendor will coordinate with GCS to arrange a separate time to take staff pictures for central office and floating staff personnel.
- E. Vendor shall furnish all teachers, principals, administrators, custodians, and cafeteria staff a package.

2.4. Online Ordering

- A. Vendor shall provide a secure online ordering option. All pricing and package options for online orders will be consistent with in-person ordering.

2.5. Athletics

- A. The Athletic Department shall have the option to utilize the services of the vendor for student/athlete picture events.
- B. Pricing and packages shall be consistent with those offered to all students. However, the athletic department may request additional services directly with

the vendor or utilize a separate vendor for these athletic picture events. If the athletic department uses the vendor for athletic picture events, the vendor shall provide individual headshots of every athlete and a team photo for each team in electronic format.

2.6. GCS Photo Copies

- A. Vendor will provide headshot photos of all students to the school and GCS, within two (2) weeks after photographic event.
- B. Photos must be submitted to GCS via secure online portal, flash drive, and/or CD. The preferred method is an online portal to access picture files and other important information and resources. Photos will be licensed for school related publications and newspaper submissions.
- C. Photos will be in JPG/Exif format with a resolution of 240 x 320.
- D. Photos will be named in the format [student id].jpg.

2.7. Yearbook Photos

- A. Vendor will provide the school yearbook publisher an acceptable CD-ROM or DVD-ROM, within two (2) weeks after photographic event.
 - 1. One headshot of each photographed student.
 - a) Photos will be uniform in lighting, head size, and resolution.
 - b) Photos will be in JPG/Exif format.
 - c) Photos will be named in the format [student id].jpg.
 - 2. Listing of all students including
 - a) Student's Name
 - b) Student's ID
 - c) Grade

2.8. Advertising

- A. Color posters publicizing "Picture Day" will be provided at no charge and are to be displayed in high traffic areas.
- B. "Picture Day" notices will be provided at no charge to be distributed one (1) week prior to the photographic day.

2.9. Headshot Books

- A. Vendor will provide two (2) headshot books of all students at no charge.

2.10. Commission Report

- A. Vendor shall furnish each building principal and the GCS Finance Department a complete commission report with each commission payment that itemizes the sales information and the commission calculation. Commission settlements shall be provided within 60 days of each picture event. Provide a sample commission settlement report with your response.

2.11. Vendor Experience

- A. The proposal shall provide information as to the Proposals and experience of the company and all professional personnel to be assigned to handle the Guilford County School's account.
- B. Vendor shall provide two to three references for which the company has provided services of similar size and scope. GCS may contact any listed

reference and the information obtained shall be considered in the evaluation of the proposal.

End of Section 02

SECTION 03 SCHOOL REQUIREMENTS

Part 1 GENERAL

- 1.1. School agrees to provide the vendor with a listing of the student names along with all relevant information it wishes to have included on both the Yearbook CD and GCS CD. List will include, at a minimum, last name, first name, and student ID.
 - A. List of students will be provided a minimum of three (3) weeks in advance of photography day.
- 1.2. School agrees to post posters in high traffic areas prior to the photography day.
- 1.3. School agrees to distribute "Picture Day" notices to students one (1) week prior to photography day.

End of Section 03

PRICING SHEET

NOTE: This pricing sheet is for proposal comparisons only and must be completed.

Please propose a total of four separate picture packages. The packages should list the content of each package. The package pricing should be tiered from least expensive to most expensive.

Item	Package A	Package B	Package C	Package D
8 x 10	Qty	Qty	Qty	Qty
5 x 7	Qty	Qty	Qty	Qty
3.5 x 5	Qty	Qty	Qty	Qty
2 x 3 Std. Wallet	Qty	Qty	Qty	Qty
8 x 10 Class	Qty	Qty	Qty	Qty
	Qty	Qty	Qty	Qty
	Qty	Qty	Qty	Qty
Package Price				

Commission

Vendor shall pay directly to schools a commission of _____% of the total money collected from all sales, including options, after deducting state and local sales tax.

Exhibit A

Confidentiality Agreement for Student Picture Contract

Confidentiality.

This Confidentiality Agreement is between _____ (“Vendor”) and the Guilford County Schools (“GCS”). Vendor understands that in order to have access to any information that contains PII, as defined below, Vendor must agree to the following terms and conditions:

*FERPA. The Family Educational Rights and Privacy Act (“**FERPA**”) is a federal law that protects the confidentiality of a student’s records. Vendor represents and warrants that it is familiar with the basic provisions of FERPA. Vendor may only access student educational records if there is a legitimate educational reason to do so and if that educational reason is directly related to carrying out the duties and responsibilities reflected in this Agreement. Vendor must keep all personally identifiable student information (“PII”) gained from files (whether the files are paper, or computer generated) strictly confidential. Vendor shall not acquire student information that it does not need to perform the work under this Agreement, nor should Vendor exchange information about students that Vendor may have learned while performing Services unless there is legitimate educational reason to do so. Vendor acknowledges that for the purposes of this Agreement, it will be designated a “school official” with “legitimate educational interests” in GCS’s “education records,” as those terms have been defined under FERPA and its implementing regulations, and Vendor agrees to abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials. In addition to the protections pursuant to FERPA, Vendor acknowledges that it must act in accordance with N.C.G.S. §115C-401.1 (which Vendor will familiarize itself with and abide by) and any other applicable federal or state data privacy or security laws; and any regulations promulgated thereunder.*

Legal Protections and Prohibited Disclosure. The Data provided to or stored by Vendor pursuant to this Agreement are sensitive, requiring appropriate levels of security to prevent unauthorized disclosure, use or modification. Vendor shall take reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations applicable to Vendor. Vendor has full and final responsibility for the security of all Data that is in Vendor’s possession while it is in possession of such Data. Vendor agrees to implement reasonable administrative, technical and physical security measures to ensure the confidentiality, integrity and availability of the Data.

A. Vendor security measures must also include:

1. Restrictions such that access to the Data is limited to Vendor staff who need such access to carry out the responsibilities of Vendor under this Agreement; *provided* that such parties will not release

such Data to any unauthorized party; and *provided further* that such parties shall only have access to Data for which they have a legitimate purpose.

2. All Data must be stored on computer and storage facilities maintained within Vendor or its vendors' computer networks, behind appropriate firewalls.
 3. Access to computer applications and Data must be managed through appropriate user ID/password procedures.
 4. Satisfactory redundant and uninterruptible power supply protections.
- B. Upon the earlier of (i) termination or expiration of this Agreement, or (ii) at such point that the Data are no longer needed for the purpose referenced in this Agreement, the Data must be returned to GCS, destroyed, or erased in compliance with all applicable law. Vendor will submit a written description of the actions taken to return, destroy, or erase the Data within thirty (30) days after the termination or expiration of the Agreement or the date upon which the Data are no longer needed.
- C. Vendor shall limit internal access to education records to those individuals that are determined to have legitimate educational interests or to Service Providers or IT Vendor(s) with a legitimate interest that require such access to perform technical functions for Vendor.
- D. Vendor shall not use the education records for any other purposes than those explicitly authorized in this Agreement.

Breach Notification Costs and Expenses. The Parties agree that Vendor and its representatives and employees may receive Data, including but not limited to PII pursuant to this Agreement and Vendor shall be required to notify COLLABORATORS of any breach of security resulting in an unauthorized access, use or disclose to such Data. Vendor agrees that it will cooperate and promptly comply with any reasonable inquiries from GCS based upon GCS's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred.

This the ___ day of _____, 20__.

Vendor
By: _____

Title: _____

Agreed and Accepted by:

Title: _____

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 tortious 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.