

GUILFORD COUNTY SCHOOLS Request for Proposals

Purchasing Department 501 West Washington St. Greensboro, NC 27401

Direct all inquiries to:	Request for Proposals: 6574
	Video Surveillance Turn-Key Camera
	Installation
Jarrod Ross	Bid due date: 6/13/2023
Rossj3@gcsnc.com	Commodity: Security Cameras / Cabling

NOTICE TO BIDDERS

Bids, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until 1:00 PM EST on the day of opening for furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine, email, or any other electronic means in response to this Request for Proposals will not be accepted.

EXECUTION

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

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

425 Prescott Street | Greensboro, NC 27401 | P 336.335.3000

Guilford County Schools administers all educational programs, employment activities and admissions without discrimination because of race, religion, national or ethnic origin, color, age, military service, disability, marital status, parental status, or gender, except where exemption is appropriate and allowed by law.

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:	JRE: DATE: I			

Offer valid for 90 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

1.0 PURPOSE AND BACKGROUND

Guilford County Schools is seeking proposals from qualified vendors to provide and install video surveillance cameras in 104 schools. The selected vendor will be responsible for providing a turn-key installation including all necessary equipment, cabling, installation, and configuration services.

A pilot phase will be conducted in six schools before the rest of the project can begin.

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.

<u>TAXES</u>

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

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

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

INSURANCE

Certificate of Insurance

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

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

Public Liability Insurance

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

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

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

Worker's Compensation Insurance

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

Terms and Conditions

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

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

3.0 Specific Information

PRE-QUALIFICATION

Due to the sensitive nature of this project, all interested vendors must pre-qualify prior to the pre-bid conference. NC State Security License information and signed non-disclosure statement must be sent to the RFP Contact five (5) days prior to pre-bid conference date.

PRE-BID CONFERENCE

A **mandatory** pre-bid conference will be held on May 23, 2023 @ 2:00 PM EST via zoom. Contact Jarrod Ross (<u>rossj3@gcsnc.com</u>) for the Zoom link details. Detailed project information will be provided this conference. Questions from vendors will be accepted. Answers may be provided at the conference or at a later time via addendum.

Proposals from vendors who do not attend the pre-bid conference will be considered non-responsive.

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 question process, vendors shall submit any such questions by May 25, 2023 at 12:00 pm EST.

Instructions:

Written questions shall be emailed to **rossj3@gcsnc.com** by the date and time specified above. Vendors will enter "RFP #6574 – Questions" as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question?

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

BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein.

One (1) Original, hard copy and a digital copy of the bid response to be labeled 'RFP #6574 Response' shall be received in the GCS Purchasing Department by the opening date and time. The original hard copy should be addressed in an envelope with the RFP number as shown in the mailing instructions. An email (digital copy) of the bid response, to be labeled <u>'RFP 6574 Response'</u> as the subject of the email, shall also be received prior to the bid opening date and time to rossj3@gcsnc.com. 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 reason, the bid will not be considered.

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

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

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

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

RFP No. 6574

Jarrod Ross Purchasing Agent Guilford County Schools Purchasing Department 501 W. Washington Street Greensboro, NC 27401

BRAND NAME

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

REFERENCES

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

WARRANTY

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

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

TRANSPORTATION CHARGES

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

4.0 AWARD AND BID EVALUATION

REVIEW AND AWARD

It is the intent of Guilford County Schools (GCS) to award this Request for Proposals to the responsible bidder(s) who best matches the needs of Guilford County Schools. GCS reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Award of this bid may be in whole or in part as deemed to be in the best interest of GCS. All projects are awarded contingent upon funding. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 90 days.

EVALUATION CRITERIA

All qualified bids will be evaluated, and award will be made based on consideration of the best benefit to GCS:

- 1. Cost (40 points)
 - a. Overall costs
 - b. Equipment Costs
 - c. Page Cost
 - d. Transition Cost
- 2. B. Proposal of Products and Services (30 points)
 - a. Completeness and conformity to all requirements
 - b. Service Levels
- 3. C. Qualifications and Experience (30 points)
 - a. Experience
 - b. History and business stability
 - c. References

5.0 PROJECT INFORMATION & NOTICES

1. General

- 1.1. This RFP describes, in detail, the partnership desired, including products, services, and warranties required, and the ability of the vendor to provide them.
- 1.2. The specifications listed in this RFP are minimums. Vendors should include in their responses any specifications superior to those listed in the RFP or that the vendor believes would enhance the products, services, and/or warranties provided to Guilford County Schools.

2. Timeline

- 2.1. The expected timeline is below. Adjustments to the timeline may be made.
 - A. Advertisement: May 15, 2023
 - B. Qualification Information (NC Security License): May 22, 2023
 - C. Mandatory Prebid: May 23, 2023 @ 2:00 PM
 - D. Questions Due: May 25, 2023 @ 12:00 PM
 - E. Proposals Due: June 13, 2023 @ 1:00 PM

3. Definitions

- 3.1. "GCS" refers to Guilford County Schools.
- 3.2. "GCS Non-Workdays" refers to weekend and/or other days where 12-month employees are not required to report to work.
- 3.3. "GCS School Hours" shall mean Monday-Friday 6:00 AM to 4:00 PM.
- 3.4. "GCS Workdays" means weekdays on which GCS is not closed and 12-month employees are required to report to work.
- 3.5. Proposal(s)" refer to the product(s), service(s), and warranty(ies) submitted by the vendor in response to this RFP.
- 3.6. "RFP" refers to this Request for Proposal.
- 3.7. "RFP Contact Person" refers to the person described in the main title box.
- 3.8. "Recommended Vendor(s)" refers to the vendor(s) recommended for award of a contract in connection with this RFP.
- 3.9. "Vendor(s) refers to companies or other entities responding to this RFP.

4. GCS Reservations

- 4.1. Issuance of this RFP does not commit GCS to issue an award, sign a contract, or make a purchase.
- 4.2. GCS reserves the right to revise or re-issue this RFP, to issue a completely new RFP for the same purpose, or to abandon the purpose altogether.
- 4.3. GCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in Proposals.
- 4.4. For purpose of this RFP, GCS prefers to award to a single vendor, but reserves the right to, in its sole discretion, to award partially to multiple vendors.

5. Vendor Notices

5.1. It is vendor's responsibility to examine the entire RFP and to seek clarification from GCS if needed. Additional requirements established by GCS, the State of North Carolina, or other entities are included herein by reference.

- 5.2. Any revisions to this document will be made by written addendum only. Verbal communications, no matter the source, will be of no effect and vendors may not rely upon them.
- 5.3. Vendors are responsible for all expenses incurred by the vendor in the preparation of a proposal to this RFP. This includes attendance at interview, presentations, or other meetings and demonstrations, where applicable.
- 5.4. Vendor's proposal, including all appendices and attachments, may be incorporated in the final contract, if awarded.
- 5.5. Following announcement of an award decision, all proposals in response to this RFP will be considered public records for public inspection pursuant to the State of North Carolina General Statutes, Chapter 132. In the event a request is made to produce a proposal, GCS will provide the proposal to the requester. GCS will not undertake to determine where any proposal or part of proposal is confidential or otherwise protected from disclosure.

6.0 PROPOSAL FORMAT

1. General

- 1.1. Vendor's proposal must adhere to the instructions and format requirements outlined in this RFP and any written supplements or amendments issued by GCS.
- 1.2. Vendor's proposal must be signed by a person authorized to legally bind the Vendor.
- 1.3. Failure to adhere to the instructions and/or format requirements or to respond to any question(s) may result in the response being disqualified as non-responsive or receiving a reduced evaluation.
- 1.4. GCS has sole discretion to determine whether a variance from the RFP requirements should result in either disqualification or reduction in evaluation.
- 1.5. GCS seeks detailed, yet succinct, responses that demonstrate the Vendor's experience and ability to perform the requirements of this RFP.

2. Alternate Proposals

- 2.1. Vendor may submit one (1) alternate proposal. The alternate must:
 - A. be submitted separately;
 - B. follow all requirements as listed in this RFP; and
 - C. be clearly labeled on the cover page as an "ALTERNATE PROPOSAL."
- 2.2. Alternate Proposals will be reviewed and scored according to the same requirements and guidelines as all other proposals.
- 2.3. GCS is only interested in alternate proposals that are materially different from the original Proposal.
- 2.4. GCS will solely determine whether a Proposal is materially different and, in its sole discretion, may choose not to evaluate an Alternate Proposal that it determines is not materially different.

3. Proposal Contents

- 3.1. Cover Page
- 3.2. Bidder Title Block from page 2
- 3.3. Summary

- 3.4. Hardware Response
- 3.5. Cabling Vendor Response
- 3.6. Proposed Schedule Response
- 3.7. Pricing Response

4. Proposal Format

- 4.1. Cover Page
 - A. There must be a cover page as the first page of the proposal.
 - B. Cover page should include the Bidder Title Block from page 2.
- 4.2. Cover page must be dated and signed by a person authorized to enter into contracts on behalf of the Vendor.
- 4.3. Physical Format
 - A. Proposal shall be bound or secured in a binder.
 - B. Proposal shall be typed or printed.
 - C. Proposal shall be single-spaced with 1" margins on white 8 ½" x 11" paper using a font no smaller than 12-point Times New Roman.
 - D. All pages shall be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments.
 - E. Vendor's name shall appear on every page, including attachments.
 - F. Each attachment shall reference the Section and Number to which it corresponds.
 - G. If the vendor proposal contains variances from the RFP, the variances should be stated in the Variance Response. Variance should reference item that it applies to and include a detailed explanation.
 - 1. Variances could result in reduced scoring.
 - H. Include any forms provided in the RFP package or reproduce those forms as closely as possible. All information shall be presented in the same order and format as described.
- 5. It is the responsibility of the Vendor to include all information requested at the time of submission. Failure to provide information requested may, at the discretion of GCS, result in a lower scoring or the proposal being disqualified.

7.0 CONTRACT

- 1. General
 - 1.1. Applicable Law
 - A. All applicable laws, whether 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.
 - B. All terms in the RFP shall be enforceable as contract terms. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.
 - C. The Guilford County Board of Education is the binding legal entity and authority for the purposes of contract, arbitration, and any other legal matters related to this RFP.

- D. This RFP and any contract, negotiation, claim, or dispute arising out of it and/or in connection with its subject matter will be governed by and interpreted in accordance with the laws of the State of North Carolina and the United States without giving effect to any choice-of-law rule that would cause the application of the law of any other state or nation. Exclusive jurisdiction for any claim or dispute arising from this Agreement will reside in federal and state courts within the Middle District of North Carolina.
- 2. Contract Term
 - 2.1. Start Date: July 15, 2023
 - 2.2. Completion Date: August 31, 2024
- 3. Consistency
 - 3.1. GCS expects that devices in the project will be of the same model and internal specifications.
 - 3.2. It is recognized that device models and internal specifications do change over time. It is recommended that vendor purchase all hardware at the start of the project to avoid inconsistencies.
- 4. Delays
 - 4.1. Vendor shall make every possible attempt to meet the installation schedule as provided in the Proposed Schedule Response.
 - 4.2. The Completion Date is a hard date that cannot be changed.
 - 4.3. Delays in implementation could result in loss of funding.
 - 4.4. Delays in implementation past the Completion Date will be expected to be completed at the expense of the vendor.
- 5. Payments
 - 5.1. All payments will be invoiced by the vendor and paid to the vendor. Subcontract payments are the responsibility of the vendor.
 - 5.2. Materials
 - A. Invoices for materials may be submitted at any time.
 - B. A separate Materials invoice shall be submitted for each site.
 - C. Materials invoice will include site, detailed list of materials, and a guarantee that the materials have been received and are in vendor's possession.
 - 5.3. Installation
 - A. Installation invoices may be submitted at completion of each site.
 - B. Partial completion invoice will not be paid.
 - C. Installation invoices will include site, summary of installation performed, and guarantee of completion.
 - 5.4. Unit Prices
 - A. Unit prices will be in effect for additions to project.
 - B. Additions will be listed on a separate invoice for each project.

8.0 VENDOR REQUIREMENTS

1. General

1.1. Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit proposals in response to this RFP. However, each Proposal must clearly identify a prime Vendor. The prime Vendor will be responsible for providing all deliverables as defined by any resulting contract according to the terms and conditions as set forth in any resulting contract.

2. Subcontracts

- 2.1. Subcontracting cabling installation is allowed. Only one level deep is allowed (i.e., Vendor may subcontract to cabler, cabler may not subcontract further, with the exception of pathway installation.).
- 2.2. Subcontracts to other installers is NOT allowed.
- 2.3. Proposal must clearly identify a prime vendor. The prime vendor will be responsible for providing all deliverables as defined by any resulting contract according to the terms and conditions as set forth in any resulting contract.

3. Final Divestment Act

- 3.1. By acceptance of this contract, vendor certifies that as of the date of this document:
 - A. vendor is not listed on the Final Divestment List created by the NC State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"); and
- 3.2. vendor will not utilize any subcontractor performing work under this RFP which is listed on the Final Divestment List. The Final Divestment List can be found on the NC State Treasurer's website at the address www.nctreasurer.com/Iran.

4. Capability

- 4.1. Vendor must demonstrate a minimum of five (5) years of experience in providing similar programs for K-12 clients.
- 4.2. Vendor shall provide a minimum of three (3) current K-12 clients.
- 4.3. Vendor must demonstrate that it has supplied a program of similar size and value as proposed in vendor's response, or that it has other experience that clearly demonstrates capacity to successfully perform as outlined in its proposal.
- 5. Vendor must demonstrate that it has the ability, capacity, and flexibility to collaborate successfully and actively with GCS during the preparation, delivery, and support of the installation.

6. NC Security License

- 6.1. Vendor must be licensed as a NC Security contractor currently and throughout the project.
- 6.2. Vendor must sign a non-disclosure agreement regarding any drawings, designs, quantities, etc. used in the project.

7. Project Management

- 7.1. Contractor shall employ a Project Manager for the duration of the project.
- 7.2. Project Manager shall:
 - A. Attend all project meetings as a representative of Contractor.
 - B. Have authority to act for Contractor.
 - C. Be liaison for communication between Contractor and Guilford County Schools.
 - D. Perform project management and coordinate all phases of the project with the Guilford County Schools Project Manager.

- E. Attend Pre-Construction meeting prior to beginning work.
- F. Attend weekly project meetings as scheduled.

8. Permits

- 8.1. Vendor is responsible for obtaining and paying for all required permits, licenses, inspections, and fees.
- 8.2. All necessary permits shall be complete before start of work.
- 8.3. Vendor shall
 - A. Provide Guilford County Schools with copies of all required building and trade permits.
 - B. Furnish and file with the proper authorities all drawings required by them in connection with this work.
 - C. Be responsible for arranging all inspections and for securing all required signatures.
- 8.4. Upon completion of the work, properly completed permits shall be returned to Guilford County Schools.

9. Work Restrictions

- 9.1. Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the work is indicated.
- 9.2. Allow for GCS occupancy of site.
 - A. Keep driveways and entrances serving premises clear and available to GCS, GCS employees, and emergency vehicles at all times. Do not use driveways as parking or storage of materials.
 - B. Schedule deliveries to minimize use of driveways and entrances.
- 9.3. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- 9.4. Access Hours
 - A. Work for this project should be planned to be completed outside of GCS Working Hours and/or GCS Working Days. Very limited work may be requested during GCS Working Hours.
 - B. Access to buildings will be coordinated through the GCS project manager.
- 9.5. Special Requirements
 - A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students) are required of the Contractor. Criminal Background Investigations must have been completed within the last year and shall cover the previous seven years. All costs associated with Criminal Background Investigations are the responsibility of the Contractor.
 - 1. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school property or project.
 - a) Child Molestation or Abuse
 - b) Rape
 - c) Any Sexually Oriented Crime
 - d) Drugs: Felony Use, possession, or distribution.
 - B. 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 identification badges are the responsibility of the Contractor.

C. There is a NO TOBACCO or VAPING policy on all property owned by Guilford County Schools. Therefore, use of any type of tobacco product is prohibited. Workers will be asked to leave the site for the balance of the day on their first offense. Workers will be asked to permanently leave the site after the second offense.

9.0 PRODUCT REQUIREMENTS

1. General

- 1.1. Complete and Cost Effective
 - A. Vendor must provide a product that is both functionally complete and cost effective.
- 1.2. Ongoing Improvements
 - A. GCS is vitally interested in investing in products which have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards. Vendor should describe its product's ability to adapt to or incorporate improved technology.

2. Minimum Specifications

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

3. New

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

4. System Compatibility

4.1. All cameras proposed must have full compatibility with the AVA Cloud Video Security system by AVIGILON ALTA.

5. Dome Camera

- 5.1. Outdoor / Indoor
- 5.2. Image Sensor
 - A. 5MP
 - B. 1/1.8"
- 5.3. Lens
 - A. Focal Length 3.6-10mm
 - B. Aperture f/1.5-f/2.8
 - C. Remote zoom and focus
 - D. P-iris
- 5.4. IR Night Vision
 - A. Automatic
 - B. Cut filter
 - C. 30m range
 - D. 850nm IR LED
- 5.5. Color Illumination
 - A. Minimum 0.15lux

- 5.6. Field of View
 - A. Horizontal 100°-45°
 - B. Vertical 53°-25°
- 5.7. Video Compression
 - A. H.265, H.264, Motion JPEG
- 5.8. Audio
 - A. Microphone array with directional identity
 - B. Audio event identification
- 5.9. Security
 - A. HTTPS/TLS encryption
 - B. Mandatory authentication
 - C. Security Certificates pre-installed
- 5.10. Power
 - A. PoE+ (802.3at Type 2)
 - B. 5W typical
 - C. 13W maximum
 - D. 23W maximum with heater
- 5.11. Local Storage
 - A. MicroSD, SDXC UHS-1
- 5.12. Connection
 - A. 802.3ab 10/100/1000 Gigabit Ethernet
 - B. USB-C for setup
- 5.13. Impact Resistance
 - A. IK10
- 5.14. Ingress Protection
 - A. IP66
- 5.15. Temperature Range
 - A. -40°C to + 50°C

6. Wide Angle Dome Camera

- 6.1. Outdoor / Indoor
- 6.2. Image Sensor
 - A. 12MP
 - B. 1/2.3"
- 6.3. Lens
 - A. Fixed Focus
 - B. Aperture f/2.0
 - C. Focus distance 0.5m ∞
- 6.4. IR Night Vision
 - A. Automatic
 - B. Cut filter
 - C. IR range 20m
 - D. 850nm IR LED
- 6.5. Color Illumination
 - A. Minimum 0.4lux

6.6. Field of View

A. >= 180°

- 6.7. Video Compression
 - A. H.265, H.264, Motion JPEG
- 6.8. Audio
 - A. Microphone array with directional identity
 - B. Audio event identification
- 6.9. Security
 - A. HTTPS/TLS encryption
 - B. Mandatory authentication
 - C. Security Certificates pre-installed
- 6.10. Power
 - A. PoE+ (802.3at Type 2)
 - B. 5W typical
 - C. 13W maximum
 - D. 23W maximum with heater
- 6.11. Local Storage
 - A. MicroSD, SDXC UHS-1
- 6.12. Connection
 - A. 802.3ab 10/100/1000 Gigabit Ethernet
 - B. USB-C for setup
- 6.13. Impact Resistance
 - A. IK10
- 6.14. Ingress Protection
 - A. IP66
- 6.15. Temperature Range
 - A. -40°C to + 50°C

7. Double Dome Camera

- 7.1. Outdoor / Indoor
- 7.2. Image Sensor
 - A. 5MP each for 4 sensors
 - B. 1/2.7"
- 7.3. Lens
 - A. Focal length 3.7 ~ 7.7 mm
 - B. Aperture: *f*/1.9-*f*/2.9
- 7.4. IR Night Vision
 - A. Automatic
 - B. Cut filter
 - C. IR range 20m
 - D. 850nm IR LED
- 7.5. Color Illumination
 - A. Minimum 0.4lux
- 7.6. Field of View
 - A. 81° ~ 39° Horizontal

- B. 60° ~ 29° Vertical
- 7.7. Video Compression
 - A. H.265, H.264, Motion JPEG
- 7.8. Audio
 - A. Microphone
 - B. Audio event identification
- 7.9. Security
 - A. HTTPS/TLS encryption
 - B. Mandatory authentication
 - C. Security Certificates pre-installed
- 7.10. Power
 - A. PoE+ (802.3at Type 2)
 - B. 25.5W maximum
- 7.11. Local Storage
 - A. MicroSD, SDXC UHS-1
- 7.12. Connection
 - A. 802.3ab 10/100/1000 Gigabit Ethernet
 - B. USB-C for setup
- 7.13. Impact Resistance
 - A. IK10
- 7.14. Ingress Protection
 - A. IP66
- 7.15. Temperature Range
 - A. -40°C to + 50°C

8. Quad Dome Camera

- 8.1. Outdoor / Indoor
- 8.2. Image Sensor
 - A. 5MP each for 2 sensors
 - B. 1/2.7"
- 8.3. Lens
 - A. Focal length 3.7 \sim 7.7 mm
 - B. Aperture: *f*/1.9-*f*/2.9
- 8.4. IR Night Vision
 - A. Automatic
 - B. Cut filter
 - C. IR range 20m
 - D. 850nm IR LED
- 8.5. Color Illumination
 - A. Minimum 0.4lux
- 8.6. Field of View
 - A. 81° ~ 39° Horizontal
 - B. 60° ~ 29° Vertical
- 8.7. Video Compression A. H.265, H.264, Motion JPEG

- 8.8. Audio
 - A. Microphone
 - B. Audio event identification
- 8.9. Security
 - A. HTTPS/TLS encryption
 - B. Mandatory authentication
 - C. Security Certificates pre-installed
- 8.10. Power
 - A. PoE+ (802.3at Type 2)
 - B. 25.5W maximum
- 8.11. Local Storage
 - A. MicroSD, SDXC UHS-1
- 8.12. Connection
 - A. 802.3ab 10/100/1000 Gigabit Ethernet
 - B. USB-C for setup
- 8.13. Impact Resistance

A. IK10

8.14. Ingress Protection

A. IP66

- 8.15. Temperature Range
 - A. -40°C to + 50°C

10.0 CABLING REQUIREMENTS

1. General

- 1.1. All cabling work will be in compliance with current national, state, and local codes. Questions about codes shall be submitted to the Authority Having Jurisdiction (AHJ).
 - A. Installers should familiarize themselves with the GCS Technology Specification V11. All work should meet all requirements of the GCS Technology Specification V11, unless otherwise specified.

2. Installer Qualifications

- 2.1. Cabling installer must meet ALL qualifications listed here.
 - A. Panduit Certified Installer or Guilford County Schools Specific Panduit Certified Installer
 - B. Panduit Certification Plus System Warranty Program Member
 - C. BICSI member, current and in good standing.
 - D. All past work for Guilford County Schools certified with no outstanding issues.
 - E. Contractor certifications and proof of requirements must be provided to Guilford County Schools Technology Services upon request.

3. Pathways

- 3.1. New pathways shall be installed in all areas with the exception of existing cable tray. Use of existing cable tray shall be in a neat and similar manner as to existing cable.
- 3.2. Pathways
- 3.3. Cable Support Sling

A. Product

- Constructed from steel and woven laminate; sling length can be adjusted to hold up to 425 4-pair UTP; rated for indoor use in non-corrosive environments. Rated to support Category 5 and higher cable, or optical fiber cable; UL Listed. Suitable for use in air handling spaces.
 - a) ERICO CADDY® CABLECAT CAT425 or approved equal.

3.4. Conduits

- A. Inaccessible Areas
 - 1. Inaccessible areas such as lock-in ceiling tiles, drywall or plaster, shall be avoided as distribution pathways.
 - 2. Inaccessible areas, such as parking lots, roads, etc. shall be avoided as distribution pathways.
- **B. Firewall Penetrations**
 - Firestopping for openings through fire and smoke rated walls and floor assemblies shall be listed or classified by an approved independent testing laboratory for "Through-Penetration Firestop Systems." The system shall meet the requirements of "Fire Tests of Through-Penetration Firestops" designated by ASTM E814.
- C. Products
 - 1. EMT
 - a) Minimum size three-quarter inch ($\frac{3}{4}$ ").
 - b) ANSI C80.3
 - c) Shall be electro-galvanized steel.
 - d) Die-cast or pressure fittings are not permitted.
 - e) Connectors shall have plastic insulating bushing.
 - f) Fittings set-screw type.
- 3.5. Outlet Boxes
 - A. Interior outlet boxes shall be galvanized steel, 4" x 4" x 2.75".
 - B. Outlet boxes for sleeves shall be single gang.
 - C. Outlet boxes are required for interior wall mount and hard ceiling mount.
 - D. Outlet boxes should be flush with wall/hard ceiling surface if possible.
- 3.6. Exterior Sleeves
 - A. Exterior mount cameras shall have a ¾" sleeve installed, sealed, and waterproofed through wall.
 - B. An interior single-gang outlet box shall be installed adjacent to sleeve for cable termination.

4. Cable

- 4.1. Patch Panel
 - A. New patch panel should be provided in each rack.
 - B. Panduit CPP24FMWBLY, Mini-Com Modular Patch Panel, 24 Position
- 4.2. Cable
 - A. All cable will be Plenum rated, regardless of the environment.
 - B. Panduit PUP6AHD04GR-G Vari-Matrix HD, Plenum cable, green
- 4.3. Jack

A. A. Panduit CJ6X88TGGR Mini-Com® UTP RJ45 Cat 6A TG Jack Module, Green

4.4. Faceplate

- A. Panduit CFPE4IWY Mini-Com® Faceplate, 4 Port, Off White
- 4.5. Patch Cable
 - A. UTP6AXxxGR Cat 6A 24 AWG UTP Copper Patch Cord, Blue length as appropriate.
 - B. Patch cables for camera and patch panel shall be provided.

5. Identification

5.1. Utilize the identification system as specified in GCS Technology Specifications V11.

6. Commissioning

- 6.1. All cables shall be tested for CAT6A compliance.
- 6.2. Test results shall be provided to GCS for each site/cable.

11.0 INSTALLATION REQUIREMENTS

1. General

- 1.1. Installation shall be complete with all necessary accessories, brackets, etc.
- 1.2. Installation shall be per manufacturer guidelines.

2. Ceiling Mount

- 2.1. Drop Ceiling: Mount to tile as per manufacturer recommendation.
- 2.2. Hard Ceiling: standard 4" x 4" box.

3. Wall Mount

3.1. Camera will mount on a standard 4" x 4" box.

4. Exterior Mount

- 4.1. Exterior mounts shall utilize an arm style mount providing between 6" and 9" distance between camera center and wall.
- 4.2. Exterior mounts shall mount camera in a pendant/ceiling configuration.
- 4.3. Corner mounts shall utilize an arm style mount with corner attachment bracket.
- 4.4. Patch cable shall run through sleeve from camera to interior outlet.

5. Connections

- 5.1. Data connections shall be connected to GCS network equipment by GCS Technology Services staff.
 - A. Coordinate for most efficient time usage.
- 5.2. Cameras shall be connected to outlets by vendor.

6. Commissioning

- 6.1. Vendor shall active test each camera installed.
- 6.2. Vendor shall aim cameras to appropriate view.

7. As Built Drawings

- 7.1. Vendor will provide as built drawings of completed installation including cables, cable identification, camera location.
- 7.2. As built drawings shall be in .dwg or .pdf format.

11.0 SCHEDULE PRIORITY

1. General

- 1.1. Vendor should complete the Proposed Schedule Response.
- 1.2. GCS desires the quickest possible schedule, while maintaining installation integrity.

2. Priority One

2.1. Traditional High Schools

3. Priority Two

3.1. Middle Schools

4. Priority Three

4.1. Elementary Schools

5. Priority Four

5.1. Remaining Schools

Hardware Response

The following hardware models are being proposed.

Туре	Brand	Model
Single Dome Camera		
Double Dome Camera		
Quad Dome Camera		
360 View Dome Camera		

Cabling Vendor Response

Vendor ______

proposes to use

Cabler ______

to perform all cabling and pathway work under this proposal.

Vendor certifies that cabler is:

- D Panduit Certified Installer or Guilford County Schools Specific Panduit Certified Installer
- D Panduit Certification Plus System Warranty Program Member
- □ BICSI member, current and in good standing.

Proposed Schedule Response

	Begin	Cabling Complete	Installation Complete	Commissioning Complete
High Schools				
Middle Schools				
Elementary Schools				
Other Schools				

Pricing Response

Total Price for Entire Proposal	\$

Unit Pricing

Item	Unit Price
Dome Camera (Camera, cabling & installation)	\$
Double Dome Camera (Camera, cabling & installation)	\$
Quad Dome Camera (Camera, cabling & installation)	\$
360 Dome Camera (Camera, cabling & installation)	\$
Dome Camera (Camera and Installation)	\$
Double Dome Camera (Camera and Installation)	\$
Quad Dome Camera (Camera and Installation))	\$
360 Dome Camera (Camera and Installation)	\$
Exterior Sleeve and Exterior Box	\$

Note: all cameras include appropriate mount.

Note: unit pricing shall be valid from project start date through one year post completion date for additional sites or additions.

Camera and cable counts below are an estimate. Addition/deletions should be expected at unit pricing.

Total for High Schools	Interior Cameras	Exterior Cameras	Cables	Price \$
Academy at Smith	62	8	100	\$
Andrews High	135	15	150	
Dudley High	135	15	150	
Eastern High	135	15	50	
Grimsley High	135	15	60	
High Point Central High	135	15	60	
Northeast High	135	15	150	
Northern High	135	15	40	
Northwest High	135	15	150	
Page High	135	15	150	
Ragsdale High	135	15	30	
Smith High	135	15	60	
Southeast High	135	15	50	
Southern High	135	15	150	
Southwest High	135	15	10	
Weaver Academy	35	15	40	
Western High	135	15	30	

Total for Middle Schools	Interior Cameras	Exterior Cameras	Cables	Price \$
Academy at Lincoln	100	10	20	
Allen Jay Preparatory Academy	100	10	60	
Allen Middle	100	10	60	
Brown Summit Middle	50	5	10	
Eastern Middle	100	10	100	
Ferndale Middle	100	10	100	
Hairston Middle	100	10	70	
Jackson Middle	100	10	70	
Jamestown Middle	100	10	35	
Kernodle Middle	100	10	100	
Kiser Middle	100	10	40	
Mendenhall Middle	100	10	100	
Northeast Middle	100	10	40	
Northern Middle	100	10	25	
Northwest Middle	100	10	100	
Penn-Griffin School for the Arts	100	10	40	
Southeast Middle	100	10	100	
Southern Middle	100	10	100	
Southwest Middle	100	10	100	
Swann Middle	100	10	100	
Welborn Academy of Science and Technology	100	10	100	
Western Guilford Middle	100	10	10	

Total for Elementary Schools	Interior Cameras	Exterior Cameras	Cables	Price \$
Alamance Elementary	30	10	10	
Alderman Elementary	30	10	50	
Allen Jay Elementary	30	10	50	
Archer Elementary	30	10	20	
Bessemer Elementary	30	10	50	
Bluford STEM Academy	30	10	20	
Brightwood Elementary	30	10	50	
Colfax Elementary	30	10	50	
Cone Elementary	30	10	50	
Fairview Elementary	30	10	50	
Falkener Elementary	30	10	50	
Florence Elementary	30	10	50	
Frazier Elementary	30	10	50	
General Greene Elementary	30	10	50	
Gibsonville Elementary	30	10	50	
Gillespie Park Elementary	30	10	50	
Guilford Elementary	30	10	50	
Hunter Elementary	30	10	10	
Irving Park Elementary	30	10	50	
Jamestown Elementary	30	10	50	
Jefferson Elementary	30	10	50	
Jesse Wharton Elementary	30	10	50	
Johnson Street Global Studies	30	10	50	
Jones Elementary	30	10	50	
Joyner Elementary	30	10	50	
Kirkman Park Elementary	30	10	50	
Lindley Elementary	30	10	50	
Madison Elementary	30	10	50	
McLeansville Elementary	30	10	10	
McNair Elementary	30	10	20	
Millis Road Elementary	30	10	50	
Monticello-Brown Summit Elementary	30	10	40	
Montlieu Academy of Technology	30	10	50	
Morehead Elementary	30	10	50	
Murphey Traditional Academy	30	10	50	
Nathanael Greene Elementary	30	10	50	
Northern Elementary	30	10	50	
Northwood Elementary	30	10	50	
Oak Hill Elementary	30	10	50	
Oak Ridge Elementary	30	10	50	

Oak View Elementary	30	10	50	
Parkview Village Elementary	30	10	50	
Pearce Elementary	30	10	50	
Pilot Elementary	30	10	50	
Pleasant Garden Elementary	30	10	50	
Rankin Elementary	30	10	50	
Reedy Fork Elementary	30	10	50	
Sedalia Elementary	30	10	50	
Sedgefield Elementary	30	10	50	
Shadybrook Elementary	30	10	50	
Simkins Elementary	30	10	25	
Southern Elementary	30	10	50	
Southwest Elementary	30	10	50	
Sternberger Elementary	30	10	50	
Stokesdale Elementary	30	10	50	
Summerfield Elementary	30	10	10	
Sumner Elementary	30	10	50	
Triangle Lake Montessori	30	10	50	
Union Hill Elementary	30	10	30	
Vandalia Elementary	30	10	50	
Washington Montessori	30	10	50	
Wiley Elementary	30	10	20	

Other Schools	Interior Cameras	Exterior Cameras	Cables	Price \$
Gateway Education Center	30	10	50	
Greene Education Center	30	10	30	
Haynes-Inman Education Center	30	10	25	
Henderson Newcomers	30	10	50	
Herbin-Metz Education Center	30	10	25	
Pruette SCALE	50	10	50	
SCALE Greensboro	60	10	0	

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:

Attachment II Instructions to Bidders

- 1. <u>**READ, REVIEW AND COMPLY:**</u> It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- <u>NOTICE TO BIDDERS:</u> 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.
- 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. <u>TIME FOR CONSIDERATION</u>: 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.
- 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. <u>SPECIFICATIONS</u>: 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. <u>RECYCLING AND SOURCE REDUCTION:</u> 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. <u>CLARIFICATIONS/INTERPRETATIONS</u>: 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. <u>ACCEPTANCE AND REJECTION</u>: 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. <u>**REFERENCES:**</u> 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. <u>AWARD OF CONTRACT</u>: 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 purchase in question.

All contracts are awarded contingent upon the availability of funds.

- 16. <u>HISTORICALLY UNDERUTILIZED BUSINESSES</u>: 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. <u>CONFIDENTIAL INFORMATION:</u> 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. <u>SAMPLES:</u> 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. <u>PROTEST PROCEDURES:</u> 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. <u>MISCELLANEOUS</u>: 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. <u>DEFAULT AND PERFORMANCE BOND</u>: 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

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.

Attachment III General Contract Terms and Conditions

- 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. <u>GOVERNMENTAL RESTRICTIONS</u>: 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. <u>AVAILABILITY OF FUNDS</u>: 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. <u>SITUS:</u> 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. <u>GOVERNING LAWS</u>: 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.
- <u>AFFIRMATIVE ACTION</u>: 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. <u>CONDITION AND PACKAGING</u>: 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. <u>STANDARDS:</u> 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. <u>ADVERTISING</u>: 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. <u>ACCESS TO PERSONS AND RECORDS:</u> 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. <u>ASSIGNMENT:</u> 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. <u>INSURANCE COVERAGE:</u> - 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. <u>Worker's Compensation</u> - 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. <u>Commercial General Liability</u> - 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. <u>Automobile</u> - 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.

<u>REQUIREMENTS</u>: 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. <u>CANCELLATION (TERM CONTRACTS ONLY)</u>: 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. **<u>QUANTITIES (TERM CONTRACTS ONLY)</u>**: The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
- 21. <u>PRICE ADJUSTMENTS (TERM CONTRACTS ONLY)</u>: 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. <u>Notification:</u> 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. <u>Increases:</u> 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. <u>Invoices:</u> 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.

Attachment IV Site List

Gateway Education Center	AS	3205 E Wendover Ave	Greensboro	27405
Greene Education Center	AS	604 E Main St	Jamestown	27282
Haynes-Inman Education Center	AS	200 Haynes Rd	Jamestown	27282
Henderson Newcomers School	AS	411 Friendway Rd	Greensboro	27410
Herbin-Metz Education Center	AS	400 O'Ferrell St	Greensboro	27401
Mendez Newcomers	AS			
Pruette SCALE Academy	AS	900 English Rd	High Point	27262
SCALE – Greensboro	AS	116 Pisgah Church Rd	Greensboro	27405
Alamance Elementary	ES	3600 Williams Dairy Rd	Greensboro	27406
Alderman Elementary	ES	4211 Chateau Dr	Greensboro	27407
Allen Jay Elementary	ES	1311 E Springfield Rd	High Point	27263
Archer Elementary	ES	2610 Four Seasons Blvd	Greensboro	27407
Bessemer Elementary	ES	918 Huffine Mill Rd	Greensboro	27405
Bluford STEM Academy	ES	1901 Tuscaloosa St	Greensboro	27401
Brightwood Elementary	ES	2001 Brightwood School Rd	Greensboro	27405
Brooks Global Studies	ES	1215 N Josephine Boyd St	Greensboro	27408
Claxton Elementary	ES	3720 Pinetop Rd	Greensboro	27410
Colfax Elementary	ES	9112 W Market St	Colfax	27235
Cone Elementary	ES	2501 N Church St	Greensboro	27405
Erwin Montessori	ES	3012 E Bessemer Ave	Greensboro	27405
Fairview Elementary	ES	608 Fairview St	High Point	27260
Falkener Elementary	ES	3931 Naco Rd	Greensboro	27401
Florence Elementary	ES	7605 Florence School Rd	High Point	27265
Foust Elementary	ES	2610 Floyd St	Greensboro	27406
Frazier Elementary	ES	4215 Galway Dr	Greensboro	27406
General Greene Elementary	ES	1501 Benjamin Pkwy	Greensboro	27408
Gibsonville Elementary	ES	401 E Joyner St	Gibsonville	27249
Gillespie Park Elementary	ES	1900 Martin Luther King Blvd	Greensboro	27406
Guilford Elementary	ES	920 Stage Coach Trl	Greensboro	27410
Hunter Elementary	ES	1305 Merritt Dr	Greensboro	27407
Irving Park Elementary	ES	1310 Sunset Dr	Greensboro	27408
Jamestown Elementary	ES	108 Potter Dr	Jamestown	27282
Jefferson Elementary	ES	1400 New Garden Rd	Greensboro	27410
Jesse Wharton Elementary	ES	5813 Lake Brandt Rd	Greensboro	27455
Johnson Street Global Studies	ES	1601 Johnson St	High Point	27262
Jones Elementary	ES	502 South St	Greensboro	27406
Joyner Elementary	ES	3300 Normandy Rd	Greensboro	27408
Kirkman Park Elementary	ES	1101 N Centennial St	High Point	27262
Lindley Elementary	ES	2700 Camden Rd	Greensboro	27403

Madison Elementary	ES	3600 Hines Chapel Rd	McLeansville	27301
McLeansville Elementary	ES	5315 Frieden Church Rd	McLeansville	27301
McNair Elementary	ES	4603 Yanceyville Rd	Browns Summit	27214
Millis Road Elementary	ES	4310 Millis Rd	Jamestown	27282
Monticello-Brown Summit Elementary	ES	5006 NC Highway 150 E	Brown Summit	27214
Montlieu Academy of Technology	ES	1105 Montlieu Ave	High Point	27262
Morehead Elementary	ES	4630 Tower Rd	Greensboro	27410
Murphey Traditional Academy	ES	2306 Ontario St	Greensboro	27403
Nathanael Greene Elementary	ES	2717 NC Highway 62 E	Liberty	27298
Northern Elementary	ES	3801 NC Highway 150 E	Greensboro	27455
Northwood Elementary	ES	818 W Lexington Ave	High Point	27262
Oak Hill Elementary	ES	320 Wrightenberry St	High Point	27260
Oak Ridge Elementary	ES	2050 Oak Ridge Rd	Oak Ridge	27310
Oak View Elementary	ES	614 Oakview Rd	High Point	27265
Parkview Village Elementary	ES	325 Gordon St	High Point	27261
Pearce Elementary	ES	2006 Pleasant Ridge Rd	Greensboro	27410
Peck Elementary	ES	1601 W Florida St	Greensboro	27403
Peeler Open Elementary	ES	2200 Randall St	Greensboro	27401
Pilot Elementary	ES	4701 Chimney Springs Dr	Greensboro	27407
Pleasant Garden Elementary	ES	4833 Pleasant Garden Rd	Pleasant Garden	27313
Rankin Elementary	ES	1501 Spry St	Greensboro	27405
Reedy Fork Elementary	ES	4571 Reedy Fork Pkwy	Greensboro	27405
Sedalia Elementary	ES	6120 Burlington Rd	Sedalia	27342
Sedgefield Elementary	ES	2905 Groometown Rd	Greensboro	27407
Shadybrook Elementary	ES	503 Shadybrook Rd	High Point	27265
Simkins Elementary	ES	3511 E Lee St	Greensboro	27406
Southern Elementary	ES	5720 Drake Rd	Greensboro	27406
Southwest Elementary	ES	4372 Southwest School Rd	High Point	27265
Sternberger Elementary	ES	518 N Holden Rd	Greensboro	27410
Stokesdale Elementary	ES	8025 U.S. Highway 158	Stokesdale	27357
Summerfield Elementary	ES	7501 Summerfield Rd	Summerfield	27358
Sumner Elementary	ES	1915 Harris Dr	Greensboro	27406
Triangle Lake Montessori	ES	2401 Triangle Lake Rd	High Point	27262
Union Hill Elementary	ES	3523 Triangle Lake Rd	High Point	27260
Vandalia Elementary	ES	407 E Vandalia Rd	Greensboro	27406
Washington Montessori	ES	1110 E Washington St	Greensboro	27401
Wiley Elementary	ES	600 W Terrell St	Greensboro	27406
Academy at Smith	HS	2225 S Holden Rd	Greensboro	27407
Andrews High	HS	1920 McGuinn Dr	High Point	27265
Dudley High	HS	1200 Lincoln St	Greensboro	27401
Early College at Guilford	HS	5608 W Friendly Ave	Greensboro	27410

Eastern High	HS	415 Peeden Dr	Gibsonville	27249
Greensboro College Middle College	HS	815 W Market St	Greensboro	27401
Grimsley High	HS	801 N Josephine Boyd St	Greensboro	27408
High Point Central High	HS	801 Ferndale Blvd	High Point	27262
Kearns Academy	HS	700 Chestnut Dr	High Point	27262
Middle College at Bennett	HS	610 Gorrell St	Greensboro	27406
Middle College at GTCC - Greensboro	HS	3505 E Wendover Ave	Greensboro	27405
Middle College at GTCC - High Point	HS	901 S Main St	High Point	27260
Middle College at GTCC - Jamestown	HS	601 E Main St	Jamestown	27282
Middle College at NC A&T	HS	1601 E Market St	Greensboro	27411
Middle College at UNCG	HS	1408 Walker Ave	Greensboro	7412
Northeast High	HS	6700 McLeansville Rd	McLeansville	27301
Northern High	HS	7101 Spencer Dixon Rd	Greensboro	27455
Northwest High	HS	5240 Northwest School Rd	Greensboro	27409
Page High	HS	201 Alma Pinnix Dr	Greensboro	27405
Ragsdale High	HS	1000 Lucy Ragsdale Dr	Jamestown	27282
Smith High	HS	2407 S Holden Rd	Greensboro	27407
Southeast High	HS	4530 Southeast School Rd	Greensboro	27406
Southern High	HS	5700 Drake Rd	Greensboro	27406
Southwest High	HS	4364 Barrow Rd	High Point	27265
STEM Early College at NC A&T	HS	402 Laurel St	Greensboro	27411
Weaver Academy	HS	300 S Spring St	Greensboro	27401
Western High	HS	409 Friendway Rd	Greensboro	27410
Academy at Lincoln	MS	1016 Lincoln St	Greensboro	27401
Allen Jay Preparatory Academy	MS	1201 E Fairfield Rd	High Point	27263
Allen Middle	MS	1108 Glendale Dr	Greensboro	27406
Brown Summit Middle	MS	4720 NC Highway 150 E	Browns Summit	27214
Eastern Middle	MS	435 Peeden Dr	Gibsonville	27249
Ferndale Middle	MS	701 Ferndale Blvd	High Point	27262
Hairston Middle	MS	3911 Naco Rd	Greensboro	27401
Jackson Middle	MS	2200 Ontario St	Greensboro	27403
Jamestown Middle	MS	301 Haynes Rd	Jamestown	27282
Kernodle Middle	MS	3600 Drawbridge Pkwy	Greensboro	27410
Kiser Middle	MS	716 Benjamin Pkwy	Greensboro	27408
Mendenhall Middle	MS	205 Willoughby Blvd	Greensboro	27408
Northeast Middle	MS	6720 McLeansville Rd	McLeansville	27301
Northern Middle	MS	616 Simpson-Calhoun Rd	Greensboro	27455
Northwest Middle	MS	5300 Northwest School Rd	Greensboro	27409
Penn-Griffin School for the Arts	MS	825 Washington Dr	High Point	27262
Southeast Middle	MS	4825 Woody Mill Rd	Greensboro	27406
Southern Middle	MS	5747 Drake Rd	Greensboro	27406

Southwest Middle	MS	4368 Southwest School Rd	High Point	27265
Swann Middle	MS	811 Cypress St	Greensboro	27405
Welborn Academy of Science and Technology	MS	1710 McGuinn Dr	High Point	27265
Western Guilford Middle	MS	401 College Rd	Greensboro	27410