

	<p align="center">GUILFORD COUNTY SCHOOLS</p> <p align="center">Request for Proposals</p> <p align="center">Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
<p>Direct all inquiries to:</p>	<p>Request for Proposals: 6584</p>
<p>Jarrod Ross</p>	<p>Proposal due date: September 15, 2023</p>
<p>rossj3@gcsnc.com</p>	<p>Commodity: GPS Devices & Web Based Monitoring for GCS Buses</p>

NOTICE TO BIDDERS

Proposals, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until **1:00 PM EDT** on the day of opening for furnishing and delivering the commodity as described herein. Proposals submitted via **facsimile (FAX) machine** 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 proposal, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal 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 proposal, 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 proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals will not be accepted.

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

Offer valid for **120 days** from date of proposal opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

1.0 PURPOSE AND BACKGROUND

The purpose of this RFP is to find a GPS system to facilitate the monitoring and tracking of our school buses. This system should be able to generate reports including vehicle mileage, on-time arrivals, student counts, vehicle maintenance and various reports to help improve the efficiency of our transportation department. Additionally, this system needs to have time keeping capabilities for drivers, mechanics and additional staff. This system needs to be able to integrate with Sartox, Oracle and Bus Planner. Application needs to be user friendly and easy to access and operate.

2.0 GENERAL INFORMATION

This RFP is comprised of the base proposal 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. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

TAXES

Guilford County Schools is **NOT** tax-exempt. Unless otherwise indicated, tax must be computed and added to your proposal. 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 proposals for this project. All vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

INSURANCE

Certificate of Insurance

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

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

Public Liability Insurance

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

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

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

Worker's Compensation Insurance

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

Terms and Conditions

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

3.0 SPECIFIC INFORMATION

PRE-PROPOSAL CONFERENCE

A **Non-mandatory** pre-proposal conference will be held on, **Tuesday, September 5, 2023** via a Zoom invitation. Each Vendor interested in participating on this bid opportunity is **encouraged if** to attend. The purpose of the pre-proposal conference is to discuss the requirements of the bid and to acquaint perspective bidders with the conditions and requirements of the task to be performed.

BID QUESTIONS

Upon review of the RFP documents, vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the bid questions process, vendors shall submit any such questions by **Monday September 11 by 12:00 PM**.

Instructions:

Written questions shall be emailed to **Jarrold Ross (rossj3@gcsnc.com)** by the date and time specified above. Vendors will enter “RFP #6584 – Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question...?

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

PROPOSAL SUBMITTAL

Sealed proposals, 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 proposal response to be labeled ‘RFP 6591 Response’ as the subject of the email, shall be received in the GCS Purchasing Department but the close date and time. The original hard copy should be addressed in an envelope with the RFP number as shown below in the mailing instructions. It is the responsibility of the bidder to have the proposal 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 proposal response is not received in the Guilford County Schools Purchasing Department before the due date and time, regardless of receiving the email version, the proposal will not be considered. We are only asking for an email version to have a digital copy for our records. ****

Attempts to submit a proposal 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. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

RFP No. 6584

Jarrold Ross

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

BRAND NAME

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

WARRANTY

The devices shall be warranted by the supplying vendor/bidder for a minimum of 60 months providing they remain monitored. Items shall be repaired or replaced if found to be defective, at no cost to the Authority, during this period. All installation labor will be provided by and remain the responsibility of the Authority if the device is ALDL. If the device is hardwired, the installation labor will be the responsibility of the vendor. Replacement units shall be made available/replaced within ten (10) calendar days from notification of failed unit.

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 proposal price.

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 Transportation Department. Guilford County Schools reserves the right to reject any or all proposals presented and to waive any informalities and irregularities. Award of this proposal 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 proposal may be withdrawn after the scheduled closing time for the receipt of proposals for a period of 120 days.

The proposal is for one (1) year and includes an option to renew for four (4) consecutive one-year periods upon mutual agreement between GCS and the successful Supplier/s. If impeding circumstances exist, GCS, may at its discretion, extend the contract out one (1) additional year beyond the fourth renewal year, if agreeable to both parties.

EVALUATION CRITERIA

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

Category/Function	Comments/Description
Price per unit (720 buses) (20%)	
How often details on tracking refresh (10%)	
Process for employee login, use of tablet or cellular device (10%)	
Ability to produce needed reports (15%)	
Integration with existing operating systems (20%)	
Guardians and parents can track students. Administrative ability to generate real time passenger manifest (10%)	
Messaging to all user levels (5%)	

5.0 Proposal Document

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this proposal is to obtain proposals for supplying the materials, supplies and/or equipment listed on the Proposal Sheet. Proposals must be contained in a sealed envelope, plainly marked, showing the proposal name, proposal number, and the bidder's name.

Late Proposals Not Considered

Proposals received after the stipulated proposal opening date and time will not be considered.

Compliance with Specifications

Your proposal must be in strict compliance with the specifications and offer the same or equal materials. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the materials offered is exactly as specified. GCS reserves the right to allow or disallow minor deviations from the specifications in order to lease purchase what is best for the school system from a standpoint of quality, price and service to be rendered.

Shipping

All prices are to include shipping. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the buyer.

Any damage caused to GCS facilities, i.e. gates, roads, storm drains, etc. by supplier or trucking company acting on behalf of supplier shall be repaired/remedied at replacement cost by supplier.

Unit Prices to Prevail

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

Proposal Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the proposal form must be initialed by the individual signing the proposal. No corrections will be permitted once proposals have been opened.

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the time specified for the proposal opening upon written or personal request of the bidder. Negligence on the part of the bidder shall not constitute a right to withdraw the proposal subsequent to such proposal opening.

Rejection of Proposals

GCS reserves the right to reject any and all proposals.

Award

Award shall be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract. It is the intent of GCS to award based upon the greatest value to the school system. Term of Contract and price for that period shall be taken into consideration and assessed for the value of the period. Time of delivery will be considered in breaking tie proposals.

Addendums

GCS shall not be responsible for any oral instructions made by its employees or officers of the Authority in regard to the bidding instructions, drawings, specifications or contract documents. Any changes to the specifications will be in the form of an Addendum which will be emailed to all bidders who are listed with the Central Purchasing as having received the invitation or any other bidder who requests an Addendum.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The GCS is not tax exempt. North Carolina, Federal and local sales tax shall be shown as a separate item.

REQUEST FOR PROPOSALS GPS DEVICES AND WEB BASED MONITORING SOFTWARE

Purpose

GCS is seeking proposals from vendors to equip its vehicles with GPS devices with web-based monitoring software. Installation of the devices will also be required if the GPS is of the hardwire variety.

1. Scope of Work

GCS desires to equip its vehicles with GPS monitoring devices. The devices shall be of the hardwire variety or ALDL direct connect at our option and may be a mix of the two types. The devices themselves (hardware) must be transferable into other Authority vehicles at our sole discretion. The initial purchase will include the installation of the devices into the vehicles if devices are to be hardwired. No installation will be required for ALDL direct connect. Staff shall be trained on how to install and uninstall the devices as well as the functions of the GPS devices. Staff shall also be trained on the monitoring software to include how to run reports and the different functions of the software throughout the term of the contract at no additional cost.

Monitoring service shall be provided on a monthly basis and a fee for such quoted on a per unit basis. Any activation costs shall be incorporated into the initial device cost and remain a onetime fee, if any. Monitoring charges shall incur only after units are installed and a request is made to activate and monitor.

2. Technical Specs

The following minimum specifications must be met.

- Supplied devices shall utilize live web-based tracking capable of being monitored by any PC connected to the internet.
- Supplied devices shall also be capable of being monitored via a smartphone and tablet application.
- Devices shall report their location and update their location at a minimum of 30 seconds intervals. More frequent updating is preferred.
- Devices shall allow drivers and safety assistants to clock in and out for the purpose of allowing the monitoring software to capture time and attendance. Integration with Sartox is required.
- Devices shall allow users to send and receive 2-way messages.
- Devices shall capture and report safety features such as, but not limited to, vehicle speed, harsh braking, warning lights activation, idling time, and vehicle location accurate within 20 feet.

- Monitoring software shall utilize GIS maps with street view function and satellite view option to display both current vehicle locations and historic vehicle locations. Integration with Edulog/Bus Planner software is required.
- Monitoring software shall allow users to compare planned/scheduled trips times to actual trip times.
- Monitoring software shall be customizable to allow for multiple password protected users, configurable permissions by user, and allow for vehicle grouping by individual department or vehicle class.
- Monitoring software shall allow user(s) to create customizable landmark locations that will create alerts when a vehicle enters or exits said landmark area. Landmark names, sizes, and geographic footprint must be customizable by individual users or groups.
- Monitoring software shall be capable of sending email alerts to supervisors for offline equipment, excessive idling time, excessive vehicle speed, landmark alerts, first vehicle movement, and vehicle movement outside of established duty hours.
- Monitoring software shall be capable of generating manual and automated reports for vehicle location and status, vehicle trips point to point, vehicle stops, speeding, excessive idling, landmarks visited, and vehicle movement.
- Monitoring software must allow for vehicle dispatching by identifying closest response vehicle to provided address, establish quickest response route, and have a provision to text or email directions to vehicle operator without leaving the web based application. (Assume operator has cell phone or tablet).
- Monitoring software must be able to replay a vehicle's route or trip and show a historic bread crumb type trail of vehicle movement on a map. This data must be retainable or available for a minimum of 18 months at no additional cost.
- Monitoring software must have functional parent app for easy tracking of their bus and able to send notifications and alerts when bus is substituted or off schedule.
- Monitoring software must have ability to communicate via text or push notifications with users of parent app.
- Management reports and historic data must be printable and exportable to Microsoft Excel.
- Reports must be customizable by date and time as well as vehicle groups or vehicle classes.

- Vendor to supply telephone, email, and web-based support as long as GPS units are monitored and provide a response time of no greater than 4 hours from initial contact. This cost should be included in the monthly monitoring cost.
- Bidder must agree to maintain the monitoring cost as bid for 60 months without rate increase for the term of the contract.
- **Warranty:** See page 5 of RFP Document.
- Software would allow for geo-fences to be established and send alerts to management should a vehicle leave an approved area of proper vehicle use, and be customizable by individual vehicle. System should be able to identify any GPS equipped vehicle which would leave the confines of the Authority service area, allow for some vehicles to be exempted, and send alerts to management.
- Installation will be required if GPS is of the hardwire variety. If the GPS is ALDL direct connect, installation will not be required.

Optional Specifications –GCS may not choose to purchase any of the optional items below.

- Bidder to quote additional cost if any which would permit GPS unit and/or software system to report engine diagnostics.
- Bidder to quote additional cost if any to report data on student ridership.
- Bidder to quote additional cost if any to provide navigation.
- Bidder to quote additional cost if any to monitor and report pre-trip inspection indicator.

3. Time of Completion:

The devices and software must be fully integrated and functional within 90 days of a notice to proceed from GCS.

4. Bid Tab:

The items quoted on the bid tab shall include the price of the devices, monitoring software as well as the installation if applicable.

All Travel Cost and training costs should be included in the price of the Base Solution. No additional out of pocket expenses shall be paid including but not limited to fuel and other associated travel costs.

5. Proposal Submittal Requirements

The following should be included in your Proposal. 1 original and 2 copies for a total of 3 proposals shall be submitted.

- Vendor shall supply contact names and telephone numbers for a minimum of 6 Fleets which they are currently doing business with an overall fleet size in excess of 200 vehicles. At least 4 of the 6 must be for fleets that are using the proposed GPS device or an older model of the device. This information will be used to obtain a product and support review. Please provide details of the fleet size, type of GPS devices they currently have, and the length of time the devices have been in service.
- You must include a detailed timeline of implementation to meet a deadline of mutual agreed upon completion within 90 days from time of notification
- Vendor shall include a proposed training schedule for the installation of the devices and the software
- These are minimum specifications and all vendors shall supply detailed literature of their proposed GPS units and software along with their bid responses. Please detail any features that your specific unit may offer above and beyond these minimum specifications provided that are at no additional cost.

The proposal can be delivered via U.S. Postal Service, Commercial Carrier or by Hand.

**REQUEST FOR PROPOSALS
GPS DEVICES AND WEB BASED MONITORING SOFTWARE**

Please submit prices as per the Bid Tab below. All Travel associated with training and installation shall be included in the quoted prices below. No additional fees shall be paid for travel or training.

Base Bid: Provide and deliver **GPS Devices and Web Based Monitoring Software for Authority Vehicles** in accordance with the specifications, conditions, and provisions as applicable to this solicitation. All prices are to include all applicable shipping costs.

Item	Number of Units	Price Per Unit	Total Cost
GPS Hardware Unit (either ALDL type or hardwire type) includes activation price based on 720 units	720	\$	\$
Per Unit To provide monthly monitoring and warranty Per Month support for installed GPS devices per unit. (price based upon 720 units) (60 Months)	720	\$	\$
Installation of 720 Units if GPS must be hard wired – provide total cost not per unit.	720		\$

GPS Specification Information – Please provide the following information on the base GPS devices quoted above.

Specification	Comments
Location and update interval of unit	_____ Seconds
Time interval between data gathering points of unit:	_____ Seconds
Data transmission interval sent from GPS device to web based server and viewable by user	_____ Seconds
Time interval between vehicle location data points when a bread crumb map is created	_____ Seconds
Manufacturer	

Model #	
Delivery Days After Receipt of Order	_____ Days
Is the GPS ALDL Direct Connect or Hardwire?	
Specify Browsers Supported	
Specify Available Application Platforms	
Does integration exist with ESRI Software?	
Does integration exist with Maximo?	
Specify the maximum simultaneous users	
Number of Years Vendor has been in business selling GPS devices	

Options – GCS may not choose to purchase any of the optional items below.

Item	Price per Unit
Per Unit GPS UPGRADE to report vehicle location if battery is removed from vehicle. (additional cost if any)	\$ Location Reporting Interval _____ minutes Days of Reporting Capability _____ Days
Per Unit GPS UPGRADE to provide for towing notification alert. (additional cost if any)	\$
Per Unit GPS UPGRADE to provide for 90 second interval reporting frequency. List additional cost if any above and beyond unit as bid.	\$
Per Unit GPS UPGRADE to provide for 60 second interval reporting frequency. List additional cost if any above and beyond unit as bid.	\$
Per Unit GPS UPGRADE to provide for 30 second interval reporting frequency. List additional cost if any above and beyond unit as bid.	\$
Per Unit GPS UPGRADE to provide for 10 second interval reporting frequency. List additional cost if any above and beyond unit as bid.	\$
Item	One Time Fee

Additional cost if any to integrate with Authority's maintenance management application Maximo. One time lump sum fee	\$
Additional cost if any to integrate and/or use ESRI application as base map. One time lump sum fee	\$

Please provide the following information on your company:

BY(Signed): _____

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL: _____

Bidder's company is: Corporation _____ Partnership/Proprietorship _____

If corporate name is different from above, please show in full. _____

What state is corporation incorporated in? _____

Addendums acknowledged? _____

Proposed timeline:

Proposal Submitted	Before September 15, 2023 (1:00 p.m. EST)
Non-mandatory pre-bid conference Via Zoom	Tuesday September 5, 2023
Q & A	We will be excepting questions through 12 Noon EST on September 11
Committee selects top 5 vendors	September 20, 2023
Top 5 Vendors Introduction and Demo (1 hour Zoom Presentation)	September 25 – 27, 2023
Committee Nomination	September 29, 2023
Award Vendor	October 2, 2023

INSTRUCTIONS TO BIDDERS

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

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to GCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by GCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by GCS or the bidder, GCS reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, GCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by GCS to be pertinent or peculiar to the purchase in question.

All contracts are awarded contingent upon the availability of funds.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, GCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the GCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become GCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the GCS Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Purchasing Department within (5) consecutive business days of the e-mail notification to the offeror of GCS' intent to maintain the original award. The offeror must submit a written protest letter to the GCS Purchasing Officer. This letter must contain specific reasons and any supporting documentation for the protest.
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.
22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**
- A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).

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

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

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

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

1. Child Molestation or Abuse or indecent liberties with a child;
2. Rape;
3. Any Sexually Oriented Crime;
4. Drugs: Felony use, possession or distribution;

5. Murder, manslaughter or other death related charge; or
6. Assault with a deadly weapon or assault with intent to kill.

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

Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.

Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. GCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of a Purchase Order to the vendor/contractor by Guilford County Schools.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** GCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for GCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save GCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:

- a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all e-procurement purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by GCS. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by GCS under this contract.
19. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.
20. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
21. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase, or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

