

	<b>GUILFORD COUNTY SCHOOLS</b> <b>Request for Proposals</b>  <b>Purchasing Department</b> <b>501 W. Washington Street</b> <b>Greensboro, NC 27401</b>
<b>Direct all inquiries to:</b>	<b>Request for Proposals: 6607</b>
Jarrod Ross	<b>Bid due date: 12/21/2023</b>
rossj3@gcsnc.com	<b>Commodity: Web Content Management and Mass Communication Tools</b>

**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 EST** 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 proposed, 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 bid invalid and it WILL BE REJECTED. Late bids will not be accepted.**

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

Offer valid for 60 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

## **1.0 PURPOSE AND BACKGROUND**

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GCS is the third-largest district in North Carolina, serving nearly 70,000 students across 124 schools in urban, suburban and rural areas. The district has 48 magnet and choice schools with 66 programs, from Science, Technology, Engineering and Math (STEM) to performing or visual arts, advanced academics, Spanish immersion, Montessori, health sciences or aviation.

The purpose of this Request For Proposal (RFP) is to solicit proposals to establish a contract with one or more dynamic, innovative technology solution vendors to provide state-of-the-art web content management and mass communication tools for the Guilford County Schools. This implementation will include the migration of existing tools and content in use by GCS to the new platform by July 1, 2024.

Any award/contract to the successful bidder(s) will be contingent on the approval of the Guilford County Board of Education, if required by board policy.

## **2.0 GENERAL INFORMATION**

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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. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto. 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

contractor/s. GCS shall exercise the above option by submitting written notice to the vendor at least thirty (30) days prior to the end of the term.

**TAXES**

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

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

The Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or disability 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-owned 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 with a certificate of insurance showing that the required worker'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 their contract all such workmen's compensation insurance as is or may be required by the laws of North Carolina.

### 3.0 SPECIFIC INFORMATION

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#### **BID QUESTIONS**

Upon review of the RFP documents, vendors may have questions to clarify or interpret the RFP to submit the best bid possible. To accommodate the bid questions process, vendors shall submit any such questions by **December 13, 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# 6607 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:

<b>Reference</b>	<b>Vendor Question</b>
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) signed, sealed, original copy & one (1) digital copy** should be addressed in an envelope with the RFP number as shown below. It is the responsibility of the vendor to have the proposal in the Guilford County Schools Purchasing office by the specified time and date of opening.

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

Attempts to submit a proposal via facsimile (FAX) machine, or telephone, 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.

#### **CONDITION RESPONSE**

- A. Vendors are required to complete the condition response portion of the response document with one of the following responses.
- B. "Vendor has read, understood, and accepts the statements and requirements without conditions or exceptions."

- C. OR “Vendor has read, understood, and accepts the statements and requirements with the following conditions or exceptions: (state conditions, exceptions, and explanation).”
- D. OR “Vendor has read, understood, and does not accept the statements and requirements due to the following: (state reason and explanation).”

**MAILING INSTRUCTIONS**

**DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:**

**RFP No. 6607**

Jarrold Ross  
 Purchasing Agent  
 501 West Washington Street  
 Greensboro, NC 27401  
 (336) 370-3241

**4.0 AWARD AND BID EVALUATION**

**REVIEW AND AWARD**

It is the intent of Guilford County Schools (GCS) to award this Request for Proposals to the responsible bidder(s) who best matches the needs of the Guilford County Schools Web Content Management and Mass Communication Project. GCS reserves the right to reject any or all proposals presented and to waive any informalities and irregularities. Award of this RFP 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 bids for a period of 60 days.

**EVALUATION CRITERIA**

All qualified bids will be evaluated, and award will be made based on consideration of the best value analysis based on the following selection criteria.

Criterion	Total Points Value
Ease of use: How intuitive the product is for all who will be interacting with it	20
Experience and Training: Project personnel resumes, prior experience	10
Proven track record of services related to the RFP scope of work, including evaluation of any previous work history with Guilford County Schools	10
Clear, thorough and realistic implementation, training and support plan	20

Demonstrated knowledge of effective school communication strategies	10
Quality of product that integrates aspects listed in the services and product requirements summary	15
Total cost for implementation and on-going service	15

## 5.0 INVITATIONS FOR BID DOCUMENT

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The purpose of this Request For Proposal (RFP) is to solicit proposals to establish a contract with one or more dynamic, innovative technology solution vendors to provide state-of-the-art web content management and mass communication tools for the Guilford County Schools. This implementation will include the migration of existing tools and content in use by GCS to the new platform by July 1, 2024.

The RFP document submittal requirements may be viewed on the GCS website at the following link: <http://purchasing.gcsnc.com/BidCurrent/PurchasingQuoteList.aspx>. Look for the corresponding request number, 6607.

### **Bid Submission:**

- Pricing for planning, implementing and on-going hosting and support for the Guilford County Schools district, department, and school websites and mass notification/two-way communication tools.
- Evidence of Required Credentials:
  - Experience in comparable projects
  - Proven success with providing similar services to comparably sized organizations
- Evidence of Preferred Credentials:
  - Three client references who can speak to the company's quality of work
  - Examples of work performed (you may include links to online sources)

GCS will retain, and is under no obligation to return, all materials submitted in response to this RFP. Please make specific reference in the response and in any accompanying cover letter or document to any legitimately and appropriately confidential or proprietary materials contained in the response and mark the material accordingly.

Please note, GCS welcomes submissions from all interested parties. The Guilford County Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age, or disability as defined by North Carolina General Statutes, Section 168A-3.

## 6.0 Scope of Work

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The selected vendor(s) will work with GCS through a comprehensive approach to tailor the work to fit our unique needs, as well as the context of the district and state.

There are 2 major areas of performance that are key to the success of the project. **A vendor may respond to one or both below areas of performance.**

1. website hosting, website design, and website content management services. This performance area includes an update and redesign of the district webpage and web services. We are looking for a user-friendly hosted solution that allows all visitors to get information in a streamlined manner.
2. mass notification and/or two-way communication tool. This performance area includes an update to district notification tools for parents/caregivers and employees that integrates with GCS data systems and supports effective text/SMS/mobile messaging, newsletters, and multi-lingual translations.

The selected technology solution firms should provide solutions in the following areas:

- Planning and Project Management:
  - Proposal must include a dedicated project manager and outline of the provider's project management strategy and approach.
  - Proposal must describe a plan for the review of GCS needs and goals as well as tools that will be produced such as a content management plan.
  - Proposal must include timeline, status reporting and progress monitoring plan that clearly communicates the needed GCS staff support during each phase of development and deployment.
  - Proposal must outline review and testing processes.
- Interface, Navigation, and Compliance:
  - The proposal must outline the approach to deliver site architecture and navigation that prioritizes ease of user experience and an interface intuitive for parents/caregivers, employees and other core users, taking into consideration the addition of new sections and future uses of the website.
  - Websites, messages, and provided services must comply with The Americans with Disabilities Act (ADA), Children's Online Privacy Protection Act (COPPA), Children's Internet Protection Act (CIPA), Family Educational Rights and Privacy Act (FERPA), and other applicable laws.
  - Tools must provide multilingual translation capabilities to provide communications in multiple languages.
- Design, Content Assessment and Migration:
  - Proposal must address assessment of existing website and transition of an estimated 30% of existing GCS web content and/or data, as well as addition of updated content provided by GCS and its vendors.
  - Proposal must provide design assistance in creating the overall district theme and templates determined to be important to the overall website experience.

- The website should be modern, sleek, and beautiful. The design must be compliant with GCS brand standards. Ideally the design would influence the next generation of GCS brand standards.
- The applications must provide templates for webpages and messages (such as newsletters) to ensure uniform look and feel to district subpages and formatted messages.
- Content Management System:
  - The proposed system must be in a hosted environment.
  - The proposed system must provide customizable navigation that allows for an unlimited number of web pages on the District site, all individual school sites and any independently run district site.
  - The proposed system must provide seamless, automatic, virus free and secured user interfaces for approved content providers as determined by Guilford County Schools staff. With appropriate permissions, the content contributor should be able to add/edit/delete pages or other content (calendar events, documents, forms, etc). The content management system should include the capability to schedule start and end dates for content where appropriate (such as newsletter content).
  - The proposed system must provide a resource for the District-level administrator to push District announcements to all school web pages.
  - The proposed system must provide the ability to host audio, video, and document databases. These files should be stored in a searchable database(s). Proposed system should have the capability to control video bitrate transmission for performance reasons.
  - Proposal should describe any options for a secure development sandbox environment.
  - Provider shall host video sites for GCS and GCS-TV.
  - Site shall enable streaming of live and recorded content.
  - Site shall be organized to provide a clean, consistent, and easy to use interface for news, instructional, and other video content.
- Two-way mass notification and messaging:
  - Service shall provide communications broadcast capabilities via automated phone call/voice message, email and SMS text messaging by schedule or on demand to district families and staff. The service must provide the ability to define site administrators to plan, create, and send messages to subgroups (such as individual schools).
  - Proposal shall describe messaging capabilities including options for secure two-way communication, voice and digital surveying and data collection.
  - Proposal must describe speed and capabilities for sending mass messaging to approximately 100,000 users (families plus staff).
  - Proposal must describe options for targeted messaging for concerns such as attendance.
  - Service shall use both PowerSchool staff and student rosters, as well as public directory rosters.
  - Communications shall be able to be sent to individuals, groups, classes, departments, or any other definable group.



- Proposal must describe credible multilingual translation capabilities for messaging and data requirements for language customization.
- **Functionality:**
  - The website should be easily curated by the Communications department as well as easily updated by multiple non-expert users so information can remain current, and schools/departments can manage their own web content within district design standards.
  - Proposal should describe the ability of web solution to:
    - Create forms and capture data.
    - Publish calendars with subscription capabilities.
    - Host robust and interactive public-facing dashboards that can display district data ([See existing site.](#))
    - Provide for integration with communication tools (e.g. Peachjar, Let's Talk) and major social media sites (e.g., Facebook, Instagram, X/Twitter, LinkedIn, and YouTube).
    - Have pop-up alerts when visiting the site
    - Provide robust search capabilities and on-demand user tutorials.
  - The solutions must have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards. Provider must describe its solution's ability to adapt to or incorporate improved technology.
  - The management interfaces and website should be navigable easily in a variety of common desktop and mobile browsers including but not limited to Edge, Firefox-Mozilla, Chrome and Safari.
  - The management interfaces and website should be navigable easily in a variety of common screen sizes and resolutions.
  - If a mobile app is offered to provide a more robust mobile experience, the app must automatically update content from the website, be free for download and use, and available from the Apple App Store and Google Play.
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  - Mass notification system must provide a back-up telephone-only access method to send emergency messages when power and/or Internet outages occur.
  - Proposal must describe capabilities for two-way communications to set multiple site-specific caller ID phone numbers for voice and text messages.
- **Technology**
  - Service shall be fully hosted on cloud servers. There shall be no server expense for GCS.
  - Provider shall describe its service in terms of bandwidth, storage, and up-time.
  - Bandwidth is expected to be sufficient to provide a good user experience both for employees and the public. Site access and response time shall be

maintained at a continuous level of service of no more than a 5 second page load time.

- Storage space shall be adequate for all reasonable needs of the district for web pages, calendars, and other general information including, but not limited to, documents, audio files, video files, etc.
- Up-time shall be maintained at 99.9% or above.
- Hosting service shall have redundant servers, redundant networks, and geographically diverse locations.
  
- Service shall provide the ability to include server-side scripting.
- Scripting shall be available in JavaScript as well as other mainstream web application scripting.
- Scripts shall be able to be loaded onto the server by GCS staff.
- Assure redundancy and/or high availability in case of system failures.
- Ability for role-based, permissioned access based on information within Active Directory. Individual users must also be able to be added manually.
- Vendor shall list all usable operating systems and versions for the solution proposed.
- Vendor shall use GCS' preferred Single Sign On method - SAML 2.0.
- All aspects of the service including, but not limited to, teacher and staff rosters, student rosters, and class rosters shall be compatible with and receive data from the NC-DPI PowerSchool implementation.
- Data transfer should be automatic and require no formatting, cleaning, or other GCS personnel labor.
  
- Technical Implementation guide provided for review with RFP submission, including details of any software installation, web browser extensions, add-ons, etc. that are required to use the proposed solution.
- Complete and submit NCDPI's Third Party Data Collection Reporting Worksheet with the vendor's RFP submission which can be found here: <https://www.dpi.nc.gov/third-party-data-collection-reporting-worksheetdocx/open>
- Acknowledgment of the willingness to follow and complete NCDPI's Third Party Data Integration processes which can be found here: <https://www.dpi.nc.gov/about-dpi/technology-services/third-party-data-integration>
  
- Security
  - Proposal shall provide evidence of data security plan [e.g. encryption, firewall, secure socket layer (SSL) for all secure transactions, real-time threat protection, policies for the protection of personally identifiable information (PII)].
  - Proposal shall provide evidence of history of internal and 3<sup>rd</sup> party audits.

- Proposal must describe compliance with Schools Interoperability Framework (SIF).
- Hosting facility shall be manned by 24-hour security.
- Proposal must describe security features for district and site administrators and hierarchy of oversight.
- Proposal must describe business continuity plan to provide evidence that service will not be interrupted.
- Reporting:
  - Proposed tools must provide easy-to-use analytics tools to report on and assess users accessing pages, messages, and content as well as content management activity.
  - Proposed tools must provide functionality to identify old, archived, and orphaned content as well as broken internal links.
  - Proposal should describe ability to view and track version and edit history as well as any archives of public records retained of websites and messages.
  - Provider must agree that the content of the Guilford County Schools web site will remain the sole property of Guilford County Schools and must be available to review at all times. As a part of the contract, Guilford County Schools will be provided with the complete content of the hosted site at predetermined time intervals. Content should be provided on agreed upon media at a minimum of 60-day intervals. A backup or copy of the content should also be available within 48 hours upon request.

## **7.0 Project Approach**

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1. Describe your firm's understanding of the proposed assignment, the performance areas to be addressed, and the services it will provide.
2. Provide a complete definition of the process that will be employed to meet the objectives of this project, (e.g., approach to be taken, etc.).
3. Provide a list of key staff who will support this project and their professional background.

## **8.0 Training and Support**

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Describe vendor support services provided with the standard agreement. The proposal must include planning and delivering any necessary creative elements and training in collaboration with GCS staff. Training plans must include equipping GCS staff to deliver content management training for on-going maintenance training needs.

Proposal must describe initial and on-going customer service offerings to include training offerings and comprehensive documentation for editors and content managers, responsiveness to questions and troubleshooting.

## **9.0 Additional Services**

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List any additional services that your firm may have to offer.

## **10.0 Vendor Qualifications**

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1. Provide the name, address, and telephone number of the manager responsible for this project.
2. How many years has the firm/company been in business: Explain firm management structure and provide a one (1) page history of the firm.
3. Explain the financial position of the firm.
4. State if your firm is currently involved in any lawsuits or judgments or has been involved in any such lawsuits or disputes within the last five (5) years, and if so, provide a brief statement of such and how the dispute was resolved.
5. Describe in detail your firm's experience in providing the services requested in the Scope of Work for one or both areas of performance.

## **11.0 General Provisions**

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1. Issuance of this RFP does not commit GCS to select a product, vendor, or make an award.
2. Responding vendor is responsible for all expenses incurred by vendor in the preparation of a response to this RFP. This includes attendance at interview, presentations, or other meetings and demonstrations, where applicable.
3. All proposals must adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments issued by GCS.
4. GCS will consider materials provided in the proposal, information obtained through interviews/presentations, and internal GCS information of previous contract history with vendor (if any) in consideration of proposal scoring. GCS also reserves the right to consider other reliable references and publicly available information in evaluating a vendor's experience and capabilities.
5. The proposal must be signed by a person authorized to legally bind the vendor.
6. The proposal must contain a statement that the proposal and the pricing contained therein will remain valid for a period of 1-year from the date and time of the proposal submission.
7. The RFP and vendor's proposal, including all appendices and attachments, may be incorporated in the final contract, if awarded.
8. Public Record and Confidential Information
  - A. Following announcement of an award decision, all submissions in response to this RFP will be considered public records for public inspection pursuant to the State of North Carolina General Statutes, Chapter 132.
  - B. 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.

- C. GCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals.
9. If a vendor cannot meet the specifications as described in this RFP, vendor may propose a functionally equivalent alternate solution. Vendor must provide an explanation of the equivalency. GCS reserves the right to refuse an alternative proposal.
  10. All applicable laws, whether or not herein contained, will be included by this reference. It will be vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.
  11. For purposes of contract, arbitration, and other legal matters, the Guilford County Board of Education will be the binding legal entity and authority. No state laws or statutes other than those of North Carolina are considered binding.

## **12.0 Number of Awards and Contract**

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1. GCS anticipates making a single or multiple awards as a result of this RFP process. This award will take the form of one or more contracts or purchase agreements between the qualified vendor and GCS.
2. Following the initial term of the contract, GCS may opt to renew the contract, subject to satisfactory performance. There is no guarantee that an extension will be exercised, and vendors should have no expectation of this occurring.
3. Price increases/decreases will be negotiated at each contract extension.

## **13.0 Schedule of Events**

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- 1) RFP posting – November 27, 2023
- 2) Vendor notification of intent due – December 11<sup>th</sup> by 10 am EST
- 3) Question deadline – December 13, 2023, by 12 Noon EST.
- 4) Question response – December 14, 2023, by 12 Noon EST
- 5) Proposals due – December 21, 2023, by 1 pm EST.
- 6) Presentation and interviews (if applicable) – Jan 24<sup>th</sup> – 26<sup>th</sup>, 2024.
- 7) Notification to the selected provider – No later than Feb 9<sup>th</sup> 2024.

## **14.0 Notice of Acceptance**

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1. GCS will notify the selected vendor(s) of the acceptance after presentations and interviews.
2. Vendor may be requested to present their proposal at a GCS Board of Education meeting. Travel expenses are the responsibility of the vendor(s).
3. Upon acceptance and approval by the GCS Board of Education (if required), GCS will notify the selected vendor(s) and finalize the contract award(s).

## **15.0 Terms and Conditions**

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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.

### **Part 1 General**

1. The following terms and conditions are in addition and complimentary to terms and conditions stated elsewhere in this RFP.

### **Part 2 Performance and Default**

- 2.1. If, through any cause, vendor fails to fulfill in a timely and proper manner the obligations under this agreement, GCS will thereupon have the right to terminate this contract by giving written notice to vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by vendor will, at the option of GCS, become its property, and vendor will be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, vendor will not be relieved of liability to GCS for damages sustained by GCS by virtue of any breach of this agreement, and GCS may withhold any payment due to vendor for the purpose of setoff until such time as the exact amount of damages due GCS from such breach can be determined.
- 2.2. In case of default by vendor, GCS may procure the services from other sources and hold vendor responsible for any excess cost occasioned thereby. GCS reserves the right to require a performance bond or other acceptable alternative performance guarantees from vendor without expense to GCS.
- 2.3. In case of default by vendor under this contract, GCS may immediately cease doing business with vendor, immediately terminate for cause all existing contracts GCS has with vendor, and de-bar vendor from doing future business with GCS.
- 2.4. Upon vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against vendor, GCS may immediately terminate, for cause, this contract and all other existing contracts vendor has with GCS, and de-bar vendor from doing future business with GCS.

- 2.5. Neither party will be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

## **16.0 Executive Summary**

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The executive summary must include the following components.

1. Vendor must provide an executive overview of their company, which includes a brief history of vendor. (2-page maximum)
2. Vendor should provide data that demonstrates past effectiveness and highlights past outcomes of partnerships. (2-page maximum)
3. Vendor must provide the information for each of the listed team personnel who would be assigned to this project. Information for each team member will contain:
  - A. Name
  - B. Title
  - C. Summary of qualifications and related experience
  - D. Office Telephone
  - E. Mobile Telephone
  - F. E-Mail Address
4. Vendor must respond to all requirements in the scope of work that they are currently able to provide, those that are in development with timelines for implementation, and those the vendor is unable to provide.
5. Proposals shall include itemized pricing and shall be inclusive of all costs for each phase of implementation and on-going hosted service renewal costs.
6. Vendor must provide an estimated timeline for delivery of services.
7. Vendor is encouraged to provide any additional information or description of resources pertinent to this RFP, including links and log-ins to demo sites.

## **17.0 References**

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1. Vendor will include a brief synopsis of at least three (3) experiences of similar scope and complexity to the work under this RFP. This whole section should not exceed 3 pages. For each reference, please provide for each project reference:
  - A. The reference school district name
  - B. The location where services have been or are being rendered
  - C. The dates that services occurred or are occurring
  - D. The contact's name and title
  - E. The contact phone number
  - F. The contact email address
  - G. A description of the project and/or services provided with website links.

## 18.0 Service Requirements

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### 1. Complete and Cost Effective

- A. Vendor must provide a service that is both functionally complete and cost effective. Vendor must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with GCS.

## 19.0 Implementation Requirements

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### Part 1 General

- 1. This section addresses the requirements necessary to ensure the successful implementation of the project. Vendor must perform all work as required or necessary to complete the project.

### Part 2 Schedule

- 2.1. Vendor must provide an implementation plan for the scope of work completion.

### Part 3 GCS Responsibilities

- 3.1. GCS assumes some support responsibilities in the implementation effort, including:
  - A. Providing vendor with access to appropriate staff and data to allow information gathering in preparation for the implementation.
  - B. Providing a GCS primary contact for the vendor team.

### Part 4. RFP Response

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

4.2. 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.

4.3. The responding vendor will complete and submit the response in both printed and electronic formats (electronic format should be provided on a labeled flash drive).

#### 4.4. Condition Response

A. Vendors are required to complete the condition response portion of the response document with one of the following responses.

B. "Vendor has read, understood, and accepts the statements and requirements without conditions or exceptions."

C. OR "Vendor has read, understood, and accepts the statements and requirements with the following conditions or exceptions: (state conditions, exceptions, and explanation)."

D. OR "Vendor has read, understood, and does not accept the statements and requirements due to the following: (state reason and explanation)."

#### 4.5. Financial Response



A. Vendor is to prepare an Excel spreadsheet noting all components and costs to GCS for the service proposed, including base price for each participant or participant groups and additional costs.

B. Base Price

1. Base price must include any basic costs associated with the product and proposed services.

C. Additional Price

1. Additional price must include all optional services, personnel, etc. available within the service.

**Part 5. Proposal Format**

5.1. One original (1 binder).

5.2. One electronic copy of the proposal must be submitted on a labeled flash drive.

5.3. Page size must be 8-1/2" x 11" except for glossy brochures or other preprinted materials.

5.4. The entire response, including all associated literature, should be presented in a single binder with vendor name on the front cover and spine of the binder.

5.5. Each section must be tabbed separately in the response as such:

1. Cover Page (must be signed by a representative of vendor having the authority to enter into contracts.)

2. Condition responses

3. Executive Summary

4. Service Requirements

5. Implementation Requirements

6. Financial Response

7. Documentation of Insurance

5.6. The vendor's name must appear in the footer of every page, including attachments.

5.7. Each attachment must clearly reference the Section and Number to which it corresponds.

**Part 6. RFP Response Submission**

6.1. Responses must be addressed to and delivered to:

Jarrold Ross Purchasing Agent

Guilford County Schools

501 W. Washington Street

Greensboro, NC 27401

6.2. Sealed responses bearing the title of the RFP must be received at the above address no later than the date and time listed in the Schedule of Events.

6.3. Response may be delivered by USPS, courier, package delivery service, or in person. Fax or email responses are not accepted.

6.4. Responses arriving any time after the date and time listed in the Schedule of Events will not be accepted.

**Part 7. Completeness and Intention**

7.1. Each responding vendor is advised to read this RFP carefully. Any and all exceptions to an item in this RFP must be noted and explained in the response. Failure to take

exception to any item will be considered as both the intention and the ability of vendor to fully comply with that item.

7.2. Responding vendors should make a careful examination of the scope of work and its proper implementation, to include in their response proper and sufficient information to ensure GCS of vendor's capability to meet the service requirements.

## **Part 8. Partnerships and Subcontracts**

8.1. GCS intends to identify one or more vendors to orchestrate the services sought through this RFP process and contract term.

8.2. Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit proposals in response to this RFP. Partnerships and consortia of entities may work together to respond to this RFP. However, each proposal must clearly identify a prime vendor. The prime vendor will be responsible for providing all deliverables as defined by any resulting contract or purchase agreement according to the terms and conditions as set forth in any resulting contract or purchase agreement.

8.3. Vendors submitting proposals as a prime vendor as one of a team of vendors may wish to provide all the proposed services directly, or provide certain elements directly, and provide the remainder through subcontracts under the following conditions:

- A. Any and all subcontractors must be identified in the response to this RFP;
- B. Vendor must notify GCS of any change of the subcontractor's status with vendor;
- C. Sub-contractors may not sub-contract their assigned responsibilities and duties without the permission of GCS;
- D. The prime vendor is solely responsible for all products and services provided to satisfy the requirements of this RFP.

## **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**
  - . Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
  - A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.

20. **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.
21. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
22. **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.