

	<p align="center">GUILFORD COUNTY SCHOOLS 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: 6637</p>
<p>Technology RFPQ</p>	<p>Proposal due date: April 4, 2024 @ 2:00 PM</p>
<p>tehrfpq@gcsnc.com</p>	<p>Commodity: Student Devices</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 2:00 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 (hereafter "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-Vendors 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 60 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 Guilford County Schools.

1 Purpose and Background

Guilford County Schools (GCS) is seeking proposals from qualified vendors to provide a comprehensive solution for the procurement and maintenance of student mobile devices as specified in this RFP.

Proposals for student devices should meet or exceed the RFP outlined specifications and include products, services, delivery expectations, and warranties. GCS desires to use one-time funding to purchase the devices upon award.

2 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.

2.1 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.

2.2 Minority and Women Owned Business Enterprise (MWBE)

The Guilford County 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. The Guilford County 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 Guilford County Schools business opportunities.

2.3 Insurance

2.3.1 Certificate of Insurance

Each Vendor shall furnish Guilford County Schools a certificate of insurance showing that the required workmen's compensation and public liability insurance are carried by the Vendor. 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."

2.3.2 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 Vendors, 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 Vendor must be personally signed by a resident licensed agent of each of the companies listed on that form.

2.3.3 Worker's Compensation Insurance

The Vendor 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.

2.4 Terms and Conditions

It shall be the Vendor's responsibility to read the instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued relating to this RFP. All proposers 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 Vendors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, Vendors providing proposals shall be responsible for complying with state law and local ordinances.

3 Specific Information

3.1 Pre-Proposal

A Pre-Proposal meeting will not be held for this RFP.

3.2 RFP Questions

Upon review of the RFP and documents, Vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. All Vendor questions should be submitted prior to March 21, 2024 by 12:00 PM (EST).

Commented [A1]: Change to date when known.

Questions must be submitted via email to the contact email in the title box of the title page. Email subject should read "RFP 6637 Questions." Email body should include a reference to the applicable RFP section. Multiple questions may be submitted in a single email.

Questions received prior to the question deadline above, Guilford County Schools' responses, and any additional items deemed necessary by Guilford County Schools will be posted in the form of an addendum. Any information, instruction or advice provided orally or informally by any Guilford County Schools personnel, whether made in response to a question or otherwise regarding this RFP, shall be considered **not** authoritative or binding. Vendors shall be entitled to rely **only** on written material contained in an addendum to this RFP.

3.3 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 one (1) digital, emailed copy of the proposal shall be received in the Guilford County Schools Purchasing Department by the closing date and time listed in the title box of the title page. 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 proposer 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, the proposal will not be considered.

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.

3.3.1 MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

RFP # 6637
Velicia Moore, CLGPO
Director - Purchasing
Guilford County Schools Purchasing Department
501 W. Washington Street
Greensboro, NC 27401

3.4 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. Guilford County Schools may contact these users to determine quality level. Such information may be considered in the evaluation of the proposal.

4 Award and Proposal Evaluation

4.1 Review and Award

It is the intent of Guilford County Schools to award this RFP to the responsible Vendor(s) who best match(es) the needs of Guilford County Schools. Guilford County Schools 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 Guilford County Schools. All projects are awarded contingent upon funding.

4.2 Evaluation Criteria

Guilford County Schools will review all potential Vendor responses and reserves the right to contact Vendor for RFP clarification as part of the evaluation process.

5 RFP GENERAL

Part 1 PURPOSE

- 1.1. Guilford County Schools (GCS) is seeking proposals from qualified vendors to provide a comprehensive solution for the procurement and maintenance of student mobile devices as specified in this RFP. Proposals for student devices should meet or exceed the RFP outlined specifications and include products, services, delivery expectations, and warranties. GCS desires to use one-time funding to purchase the devices upon award.
- 1.2. This Request for Proposal ("RFP") describes, in detail, the product/service and warranties required, and the required ability of the vendor to provide them.
- 1.3. The specifications listed in this RFP are minimums. Vendors should include in their responses any specifications superior to those listed in the RFP or that the Vendor believes would enhance the products or warranties provided to Guilford County Schools.
- 1.4. RFP Timeline
 - A. The expected timeline is below. Adjustments to the timeline may be made.
 1. RFP posted: March 14, 2024.
 2. Questions Due: March 21, 2024.
 3. Addendum: March 26, 2024.
 4. Proposals Due: April 4, 2024 before 2:00 PM.

Part 2 DEFINITIONS

- 2.1. "GCS" refers to Guilford County Schools.
- 2.2. "GCS Workdays" means weekdays on which GCS is not closed and 12-month employees are required

to report to work.

- 2.3. Proposal(s)" refer(s) to the product(s), service(s), and warranty(ies) submitted by the vendor(s) in response to this RFP.
- 2.4. "RFP" refers to this Request for Proposal.
- 2.5. "RFP Contact" refers to the person listed in the title box of the title page.
- 2.6. "Recommended Vendor(s)" refers to the Vendor recommended for award of a contract in connection with this RFP.
- 2.7. "Third-Party Item(s)" refers to products/services that Vendor proposes to purchase and resell to GCS.
- 2.8. "Vendor(s) refers to companies or other entities responding to this RFP.

Part 3 GCS RESERVATIONS

- 3.1. Issuance of this RFP does not commit GCS to issue an award, sign a contract, or make a purchase.
- 3.2. GCS reserves the right to revise or re-issue this RFP, to issue a completely new RFP for the same purpose, or to abandon the purpose altogether.
- 3.3. GCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in Proposals.
- 3.4. For purposes of this RFP, GCS prefers to purchase from a single Vendor, but reserves the right to, in its sole discretion, to choose multiple Vendors.

Part 4 VENDOR NOTICES

- 4.1. Vendor is responsible for examining the entire RFP and for seeking clarification from GCS if needed. Additional requirements established by GCS, the State of North Carolina, or other entities are included herein by reference.
- 4.2. Any revisions to this document will be made by written addendum only. Verbal communications, no matter the source, will be of no effect and Vendor may not rely upon them.
- 4.3. Vendor is responsible for all expenses incurred by the Vendor in the preparation of a Proposal to this RFP. This includes attendance at interview, presentations, or other meetings and demonstrations, where applicable.
- 4.4. Vendor's Proposal, including all appendices and attachments, may be incorporated in the final contract, if awarded.
- 4.5. Following announcement of an award decision, all Proposals in response to this RFP will be considered public records for public inspection pursuant to the State of North Carolina General Statutes, Chapter 132. In the event a request is made to produce a Proposal, GCS will provide the Proposal to the requester. GCS will not undertake to determine where any Proposal or part of Proposal is confidential or otherwise protected from disclosure.

Part 5 APPLICABLE LAW

- 5.1. All applicable laws, whether explicitly referenced or not, are included herein by this reference. It is the Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.
- 5.2. All terms in the RFP shall be enforceable as contract terms. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.
- 5.3. The Guilford County Board of Education is the binding legal entity and authority for the purposes of contract, arbitration, and any other legal matters related to this RFP.
- 5.4. This RFP and any contract, negotiation, claim, or dispute arising out of it and/or in connection with its subject matter will be governed by and interpreted in accordance with the laws of the State of North Carolina and the United States without giving effect to any choice-of-law rule that would cause the application of the law of any other state or nation. Exclusive jurisdiction for any claim or dispute arising

from this Agreement will reside in federal and state courts within the Middle District of North Carolina.

6 VENDOR REQUIREMENTS

Part 1 GENERAL

- 1.1. Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit Proposals in response to this RFP. 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.

Part 2 FINAL DIVESTMENT ACT

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

Part 3 CAPABILITY

- 3.1. Vendor must demonstrate a minimum of five (5) years of experience in providing the product/service to K-12 clients.
- 3.2. Vendor shall provide a minimum of three (3) current K-12 clients using the product/service proposed.
- 3.3. Vendor must demonstrate that it has supplied a purchase contract of similar size and value as proposed in Vendor's response, or that it has other experience that clearly demonstrates capacity to successfully perform as outlined in its Proposal.
- 3.4. Vendor must demonstrate that it has the ability, capacity, and flexibility to collaborate successfully and actively with GCS during the preparation, delivery, and support of the product/service it proposes in its response.
- 3.5. Vendor must be
 - A. the manufacturer; or
 - B. a manufacturer authorized reseller that is
 1. authorized to purchase product directly from the manufacturer;
 2. authorized by the manufacturer to resell product; and
 3. if relevant, certified by the manufacturer to grant a manufacturer/creator's warranty on the product.

Part 4 RESELLERS

- 4.1. GCS acknowledges that the Vendor may be a reseller that proposes to purchase and resale Third-Party items.
- 4.2. Should the Vendor be a reseller, it will:
 - A. provide GCS with copies of all documentation and warranties for the Third-Party Items; and
 - B. assign all applicable Third-Party Item warranties to Guilford County Schools.

7 PRODUCT REQUIREMENTS

Part 1 GENERAL

- 1.1. Complete and Cost Effective
 - A. The Vendor must provide a product that is both functionally complete and cost effective. The Vendor must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with GCS.
- 1.2. Ongoing Improvements
 - A. GCS is vitally interested in investing in products which have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards. Vendor should describe its product's ability to adapt to or incorporate improved technology.
- 1.3. Minimum Specifications
 - A. All specifications are the minimum acceptable. Models with greater specifications will be accepted.
 - B. Vendor may propose something different from – but functionally equivalent to – the device specifications, but in such case, the Vendor must provide an explanation of the equivalency. Whether a proposed alternative is functionally equivalent will be solely determined by GCS.
 - C. Superior specifications may be awarded greater points in the evaluation process. Vendor, however, should be aware that pricing will be the most significant factor in scoring.
- 1.4. New
 - A. All devices and replacement parts shall be newly manufactured with no used or refurbished parts at the time of purchase or repair.
- 1.5. Parts
 - A. Repair parts, service, and all supplies are guaranteed to be available for purchased devices pursuant to this contract.
- 1.6. Capacity and Flexibility
 - A. Vendor must be able to deploy a minimum of 18,000 devices at different locations across the district.
 - B. Distribution pacing will be required to meet the needs of the district at the time of distribution.

Part 2 CONSISTENCY

- 2.1. GCS expects that all devices will be delivered containing identical internal components.
- 2.2. GCS expects that all devices will be of the same model and specifications.

Part 3 PRICING

- 3.1. Lowest Price
 - A. Potential Partner guarantees that the pricing offered is the lowest available to school districts and/or governmental agencies in North Carolina.
 - B. If a lower pricing is offered to any other school district or governmental agency in North Carolina, the GCS pricing will be reduced to match.

Part 4 DELAYS

- 4.1. Original Schedule
 - A. Potential Partner shall guarantee distribution of all devices, after white glove service, by end of business August 1, 2024.
 - B. GCS recognizes that supply chain issues may affect the availability of equipment. Partner should propose an estimated schedule if delays are expected.
 - C. Delays in distribution could incur costs to GCS in the form of repair costs to out-of-warranty devices.
 - D. Repair costs due to delays in distribution that are not included in the proposed schedule will be billed to the vendor if needed to maintain 1:1 student devices.

Part 5 DEVICE SPECIFICATION MINIMUMS

5.1. The following are minimum specifications.

- A. Operating System: Google Chrome OS and Google Chrome OS Plus
- B. Processor: Intel® Celeron® N4500 (1.10GHz, 4MB and/or MediaTek equivalent)
- C. Memory: 4GB
- D. Storage: 32GB
- E. Display: 11.6HD, Gorilla Glass
- F. Keyboard: Attached
- G. Pointing device: click or touch pad
- H. Camera: 720P HD with Single Microphone

I. Audio

- 1. Built-in stereo speakers
- 2. External 3.5mm (1/8") universal mic/headset jack

J. Battery

- 1. Must be tested and listed by Underwriter's Laboratory or equivalent testing organization accepted by the State of North Carolina.
- 2. Minimum 8-hour battery life

K. Connectivity

- 1. Wireless network: Intel® Wi-Fi 6 AX201 2x2 AX vPro® &
- 2. Bluetooth: 5.1 or above
- 3. External display: wireless casting or HDMI

L. Ports

- 1. HDMI
- 2. USB
- 3. USB-C
- 4. SD Card Reader?

M. Power supply

- 1. Must be tested and listed by Underwriter's Laboratory or equivalent testing organization accepted by the State of North Carolina.

5.2. Various options that fit the minimum specifications can be included as options in a proposal.

Part 6 DURABILITY OF THE DEVICE

- 6.1. Proposal scoring will be dependent on durability features of the device. Examples, but not limited to, spill/water resistance, edge protection, screen protection, etc.
- 6.2. Vendor's response should provide ALL durability details and industry ruggedization standards that the device meets.

08 SERVICE REQUIREMENTS

Part 1 GENERAL

1.1. Complete and Cost Effective

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

1.2. Ongoing Improvements

- A. GCS is vitally interested in investing in devices and services which have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards.

Vendor should describe its service's ability to adapt to or incorporate improved technology.

Part 2 WARRANTIES

- 2.1. Warranty begins when the device has been received by GCS through delivery as outlined in Part 4 of this section.
- 2.2. Any devices replaced under warranty will be replaced at no cost to GCS.
- 2.3. Hardware Warranties
 - A. Minimum three (3) year warranty on defects in materials and workmanship on all parts and pieces of the device.
 - B. GCS will be given the opportunity to extend warranties for up to a total of five (5) years on these devices. This cost should be included in the proposal.
- 2.4. Accidental Damage Protection
 - A. Minimum of three (3) year warranty for accidental damages included, but not limited to,
 - 1. Exposure to liquid and/or moisture
 - 2. Drops, flexion, twisting, or other collisions/force
 - 3. Electrical surge; and
 - 4. Damaged or broken screen due to a drop or fall.
 - B. GCS will be given the opportunity to extend warranties for up to a total of five (5) years on these devices. This cost should be included in the proposal.
- 2.5. Battery Warranty
 - A. Minimum one (1) year warranty on defects in materials and workmanship on all parts and pieces of the device.
- 2.6. Charger Warranty
 - A. Minimum one (1) year warranty on defects in materials and workmanship on all parts and pieces of the device.

Part 3 VALUE ADDED SERVICES

- 3.1. The Vendor will enterprise enroll all devices in Google.
- 3.2. The Vendor will pre-load the image with OS and applications.
- 3.3. The Vendor will apply an asset tag to all devices. The asset tag will be customized stickers supplied by Vendor. GCS will provide asset tag details, standards, and numbering.
- 3.4. The Vendor will provide to GCS a Microsoft Excel or CSV-type electronic file upon delivery of inventory. The inventory file will minimally include the Serial Number of the device, the applied Asset Tag, and the school location of the device upon delivery.

Part 4 DEPLOYMENT AND COLLECTION

- 4.1. Deployment
 - A. Partner will deliver devices to a centralized location within each site.
 - B. The Vendor will assist GCS in collection of out-of-warranty devices, ensuring their careful removal and transportation to a centralized location. Removal of current devices should occur in the same time as delivery of new devices.
- 4.2. Schedule
 - A. A detailed project plan will be developed between the partner and GCS.
 - B. Devices will need to be delivered by August 1, 2024.

Part 5 REPAIR

- 5.1. Device Repair Pickup
 - A. Partner will retrieve devices in need of repair from each site. Partner will pick up devices at each site every two days as long as the site is open to staff and the site has devices in need of repair.

1. All material and labor costs for repair of equipment is the responsibility of the Partner.
 2. All parts and supplies must be manufacturer OEM parts and supplies.
 3. Partner will guarantee the availability of replacement parts, applicable accessories and equipment for the duration of the contract term.
- B. Partner will repair devices within a 72-hour period.
- C. New
1. All replacement devices and replacement parts shall be newly manufactured with no used or refurbished parts.
- D. Parts
1. Repair parts, service, and all supplies are guaranteed to be available for equipment provided pursuant to this contract.
- E. Hard-to-Replicate Issues
1. If a device experiences difficult-to-replicate issues, such as inconsistent wireless network connectivity, it will undergo repair.
 2. GCS and the Partner will collaboratively define these issues and establish action steps to address them.

Part 6 ONGOING SUPPORT

6.1. Points of Contact

- A. GCS currently has 21 Support Technicians that support our schools. Communication via cell phone calls and texts between the Partner's pick-up team and GCS's Technology Services team will be established to support logistics at each site.
- B. A 'Who to Call' list will be provided to GCS for the purpose of being able to determine delays to device delivery of repaired devices.
- C. Vendor will provide a process for escalation for special circumstances that require additional or increased support.

6.2. Ticketing System Interoperability

- A. GCS currently uses FreshService as our ticketing and inventorying system. Vendor's system is required to work with and connect to GCS's system to create automated processes with minimal support needed by GCS.
- B. Online ticketing system available 24 hours per day / 365 days per year.
- C. GCS staff will be able to view and search the Vendor's system for information on devices that are being repaired.

Part 7 TRAINING

- 7.1. Training on systems or processes will be provided as needed to GCS staff.

Part 8 REPORTING

- 8.1. Partner shall submit a monthly repair report to the GCS designated representatives.
- 8.2. Report will provide:
 - A. Definition of all acronyms used within the report.
 - B. The number of devices repaired and/or replaced.
 - C. The type of warranty under which the device was repaired and/or replaced.
 - D. Trends based on repair type, replacement type, location of repairs, and other metrics as defined by GCS and/or the Vendor.
- 8.3. Report will be provided in PDF format as well as in Microsoft Excel.
- 8.4. Reporting Review
 - A. Partner and GCS will meet quarterly to review the monthly service reports with the option of a monthly

review.

9 RESPONSE

Part 1 GENERAL

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

Part 2 ALTERNATE PROPOSALS

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

Part 3 PROPOSAL CONTENTS

- 3.1. Cover Page
- 3.2. Summary
- 3.3. Section 6 Response
- 3.4. Section 7 Response
- 3.5. Section 8 Response
- 3.6. Exceptions
- 3.7. Pricing

Part 4 PROPOSAL FORMAT

- 4.1. Cover Page
 - A. There must be a cover page as the first page of the proposal.
 - B. Cover page must match, as closely as possible, the sample cover page provided in Appendix A.
 - C. Cover page must be dated and signed by a person authorized to enter into contracts on behalf of the Vendor.
- 4.2. Summary
 - A. Vendor should provide a summary of the proposal.
- 4.3. Section 6 Response, Section 7 Response, and Section 8 Response

- A. Vendor shall be concise and respond to each requirement in sections 6, 7, and 8. Number each response to correspond to the section, part, and sub-part. Repeat the section, part, and sub-section prior to responding.
 - B. Each section, part, and sub-section shall contain an answer. At a minimum the answer should be “*vendor* agrees to this requirement.”
 - C. Sample response form is Appendix B.
- 4.4. Pricing
- A. Pricing should be as detailed as possible.
- 4.5. Physical Format
- A. Proposal shall be bound or secured in a binder.
 - B. Proposal shall be typed or printed.
 - C. Proposal shall be single-spaced with 1” margins on white 8 ½” x 11” paper using a font no smaller than 12-point Times New Roman.
 - D. All pages shall be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments.
 - E. Vendor name shall appear on every page, including attachments.
 - F. Each attachment shall reference the RFP section and number to which it corresponds.
- 4.6. 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.

Part 5 PRICING MODEL

- 5.1. Lowest Price
- A. Potential Partner guarantees that the pricing offered is the lowest available to school districts and/or governmental agencies in North Carolina.
 - B. If a lower pricing is offered to any other school district or governmental agency in North Carolina, the GCS pricing will be reduced to match.

10 EVALUATION AND RECOMMENDATION

Part 1 REVIEW TEAM

- 1.1. A review team of qualified participants will judge the merits of the Proposals in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and effectiveness considerations for GCS.
- 1.2. The review team reserves the right to communicate and/or schedule interviews/presentations with vendors if needed to obtain clarification of information contained in the Proposal. The review team may revise the scores assigned in the initial evaluation to reflect these communications and/or interviews/presentations.
- 1.3. The review team will consider materials provided in the Proposal, information obtained through interviews/presentations, and internal GCS information of previous contract history with the Vendor 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.

Part 2 DEMONSTRATIONS

- 2.1. After evaluating all proposals, GCS may choose to invite the highest scoring Vendors to provide an in-person demonstration of their proposed solution.
- 2.2. These Vendors may not change their proposals during the demonstration.

2.3. Based on the Vendors' demonstration, GCS may revise the scores assigned in the initial review to reflect the additional evaluation.

Part 3 EVALUATION

3.1. Evaluation of proposals will be based upon meeting the requirements of this RFP and best benefit to GCS, as determined by:

- A. Cost (45 points)
 - 1. Overall cost
 - 2. Device costs
 - 3. Warranty costs
 - 4. Deployment costs
 - 5. Value Added Services Cost
- B. Proposal of Products and Services (45 points)
 - 1. Device Specifications
 - 2. Durability of the Device
 - 3. Value of Warranty
 - 4. Value of Added Services
- C. Qualifications and Experience (10 points)
 - 1. Experience
 - 2. History and business stability
 - 3. References

Part 4 NEGOTIATION

- 4.1. GCS reserves the right to negotiate with the highest scoring Vendor. Such negotiations may not significantly vary the content, nature, or requirements of the proposal.
- 4.2. In the event that an acceptable contract cannot be negotiated with the highest scoring Vendor, GCS may withdraw its recommendation and negotiate with the next highest scoring Vendor.

Part 5 RECOMMENDATION AND AWARD

- 5.1. After further review and any negotiation, the review team will make a final recommendation to the GCS budget authority.
- 5.2. Notification of the contract or purchase agreement award(s) will be made in writing to the Selected Vendor(s) after approval by the GCS budget authority.

11 EXPECTED TIMELINE

Part 1 GENERAL

- 1.1. All dates are subject to change at the sole discretion of GCS.
- 1.2. All dates are final deadlines. The action described may be completed prior to that date.

Part 2 TIMELINE

- 2.1. Contract April 19, 2024
- 2.2. Planning May 7-17, 2024
- 2.3. Delivery of devices to selected GCS locations no later than August 1, 2024.

Appendix A Cover Page

Proposal for RFP # _____

VENDOR:		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:	

Appendix B Requirements Response

Use these sheets to respond to Sections 6, 7, and 8.

Section 6, Part 3, 3.1

Provide documentation of experience.

Section 6, Part 3, 3.2

Provide references.

Section 6, Part 3, 3.3

Provide documentation of similar size contract.

Section 6, Part 3, 3.5

Provide documentation of manufacturer or reseller.

Section 7, Part 5

Describe in detail the device(s) specifications.

Section 7, Part 6

Provide in detail the durability of the device(s).

Section 8, Part 2

Provide in detail the warranties that are proposed.

Section 8, Part 3

Provide in detail the value added services that are proposed.

Section 8, Part 4

Provide ability to meet deployment and collection requirements.

Section 8, Part 5

Provide in detail repair ability.

Section 8, Part 6 and 7

Provide in detail the ability to provide ongoing support and training.

Section 8, Part 8

Provide reporting capabilities and experience.

Appendix C Pricing & Specifications

Fill in boxes for each device. Additional information/explanation may be added at bottom of response sheet.

Pricing for devices will be valid for one year for additional purchases.

Price per device	\$
Extended Warranty to 5 years per device	\$

Device Specifications

Provide complete device specifications below:

Appendix D Data Privacy and Security Addendum

THIS DATA PRIVACY AND SECURITY ADDENDUM (this "Addendum") is an addendum to the Master Services Agreement (the "Agreement") by and between Contractor and the Board (as defined in the Agreement). Contractor and the Board have entered into the Agreement for the provision of the Services (as defined therein). Capitalized terms used in this Addendum and not otherwise defined shall have the meanings assigned to them in the Agreement. The terms and conditions of this Addendum are hereby incorporated by reference into the Agreement. In the event of conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail to the extent of such conflict with respect to the subject matter herein.

1. Additional Definitions. As used in this Addendum, the following terms shall have the meanings ascribed to such term below:

"Data" shall have the meaning set forth in Section 2 of this Addendum.

"Data Protection Laws" means the foreign, federal, state and local data privacy laws applicable to the Services.

"Excluded Data" shall have the meaning set forth in Section 3 of this Addendum.

"FERPA" shall have the meaning set forth in Section 4 of this Addendum.

"PII" shall have the meaning set forth in Section 2 of this Addendum.

"Processing" means any operation or set of operations that is performed upon Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction ("Process" shall have the same meaning).

2. Data. Contractor acknowledges and agrees that, in the course of providing Services to the Board, Contractor may receive or have access to confidential information and records, including, but not limited to (i) personally identifiable information ("PII"), including Student Data, (ii) teacher, principal, or educator personal data, which may also be PII, and (iii) any other personally identifiable information ((i)-(iii) collectively, "Data"). Contractor hereby agrees to treat Data in accordance with this Addendum and the Agreement.

3. Excluded Data. The Parties acknowledge and agree that the following Data should not be necessary for the administration of the Agreement and any applicable SOW and, therefore, Contractor shall not accept submissions of the following personal information from the Board (the "Excluded Data"), unless the Parties mutually and expressly agree (i) in writing, or (ii) through electronic means, that such Data is necessary for the administration of the Agreement or any applicable SOW:

- a. Social security or employer taxpayer identification numbers;
- b. Drivers' license, State identification card, or passport numbers;
- c. Checking account numbers;
- d. Savings account numbers;
- e. Credit card numbers;
- f. Debit card numbers;
- g. Personal Identification (PIN) Codes as defined in N.C.G.S. §14-113.8(6);

- h. E-mail addresses in combination with a password to an individual's online account;
- i. Digital signatures;
- j. Any other numbers or information that can be used to access a Person's financial account;
- k. Biometric data;
- l. Fingerprints;
- m. Passwords; and
- n. A parent's legal surname prior to marriage unless unchanged by the parent after marriage or unless otherwise used by the parent after marriage.

If Contractor accepts Excluded Data absent a separate agreement, then such Excluded Data shall be deemed "Data" and shall be subject to all of the provisions set forth in this Addendum and in any Excluded Data policies adopted by the Board from time to time.

4. FERPA. The Family Educational Rights and Privacy Act ("FERPA") is a federal law that protects the confidentiality of a student's records. Contractor represents and warrants that it is familiar with the basic provisions of FERPA. Contractor may only access student educational records if there is a legitimate educational reason to do so and if such educational reason is directly related to the performance of Contractor's duties and responsibilities reflected in the Agreement and any applicable SOW. Contractor must keep all PII gained from files (whether the files are paper, electronic or any in any other medium) or from conversations heard in the course of performing the Services strictly confidential. Contractor shall not acquire student information or Student Data that Contractor does not need to perform the Services under the Agreement and any applicable SOW, nor should Contractor exchange information about students that Contractor may have learned while performing the Services for the Board unless there is a legitimate educational reason to do so (determined in the Board's sole discretion). Contractor shall not obtain Student Data from the State of North Carolina's student data system unless and until Contractor fulfills the requirements set forth in Section 5.1(b) of the Agreement. In such event, the provisions and documents referenced in Section 5.1(b) of the Agreement shall govern all access and use of data obtained from the State of North Carolina's student data system. Contractor acknowledges that for the purposes of the Agreement and any applicable SOW, it will be designated a "school official" with "legitimate educational interests" in the Board's "education records," as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials. In addition to the protections pursuant to FERPA, Contractor acknowledges that it must act in accordance with N.C.G.S. §115C-401.1 (which Contractor will familiarize itself with and abide by) and any other applicable federal or state data privacy or security laws; and any regulations promulgated thereunder.

Except as provided herein, Contractor shall not disclose any Data to any other party for any reason (i) without the prior written consent of the affected Person, or student (or parent of an affected student), (ii) without the prior written consent of the Board, or (iii) unless required by statute or upon entry of a final, non-appealable order of a court of competent jurisdiction; provided, that, Contractor shall notify the Board and provide it an opportunity to object prior to any such disclosure. Contractor agrees that it will not, without the prior written consent of the Board, disclose any findings or analysis derived from such Data, other than (i) findings and analysis that are in an aggregated form that do not and cannot be used to personally identify any Data, and (ii) to Contractor personnel that need to know such information to perform the Services or Contractor's obligations under the Agreement.

5. Data; Processing. In the performance of the Agreement and any SOW, each Party shall comply with its respective obligations under the applicable Data Protection Laws, including without limitation FERPA, the California Consumer Privacy

Act (CCPA) and other similar laws with respect to the protection and processing of Data. In the performance of the Agreement and any SOW, each Party shall Process Data only in accordance with the requirements of the Data Protection Laws and will ensure that its instructions for the Processing of Data comply with the Data Protection Laws. Each Party shall be solely responsible for its accuracy, quality and compliance with relevant Data Protection Laws with regard to Data.

6. Data Protection; Prohibited Disclosure. The Data provided to or stored by Contractor pursuant to the Agreement and any applicable SOW is sensitive, requiring appropriate levels of security to prevent unauthorized disclosure, use or modification. Contractor shall maintain the administrative, physical and technical safeguards that are required by the applicable Data Protection Laws to protect the security, confidentiality and integrity of Data, including without limitation protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, such Data. These applicable Data Protection Laws may include, but are not limited to, the federal Social Security Act, FERPA, N.C.G.S. §115C-401.1 (which Contractor will familiarize itself with and abide by) and any other applicable federal or state data privacy or security laws, and any regulations promulgated thereunder.

a. Contractor has full and final responsibility for the security of all Data provided by the Board that is in Contractor's possession while it is in possession of such Data. Contractor agrees to implement reasonable administrative, technical and physical security measures to ensure the confidentiality, integrity and availability of the Data.

b. Contractor security measures must include, at a minimum:

(i) Restrictions such that access to Data is limited to Contractor personnel who need such access to carry out the responsibilities of Contractor under the Agreement and any applicable SOW; provided, that, such Persons (x) will not release such Data to any unauthorized Person; and (y) shall only have access to Data for which they have a legitimate interest;

(ii) Storing all Data on computer and storage facilities maintained within Contractor or its vendors' computer networks, behind appropriate firewalls;

(iii) Managing access to computer applications and Data through appropriate user identification and password procedures; and

(iv) Maintaining satisfactory redundant and uninterruptible power supply protections.

c. Except for PII, which is addressed in subsection (d) below, upon the earlier of (i) termination or expiration of the Agreement, or (ii) at such point that the Data is no longer needed for the purpose referenced in the Agreement or any applicable SOW, the Data must be returned to the Board, destroyed, or erased in compliance with all applicable law. Contractor shall submit a written description of the actions taken to return, destroy, or erase the Data to the Board within thirty (30) days after the earlier of the termination or expiration of the Agreement, or the date upon which the Data is no longer needed.

d. Within thirty days (30) days following the earlier of (i) any termination or expiration of the Agreement, or (ii) the date upon which PII is no longer needed for the purpose of carrying out the Agreement, all PII must be destroyed by Contractor in compliance with all applicable law, including, but not limited to, FERPA and the rules and regulations implemented thereunder. Contractor shall submit a written description of the actions taken to destroy the PII to the Board within forty-five (45) days after the earlier of the termination or expiration of the Agreement, or the date upon which the PII is no longer needed. All hard and electronic copies of PII in the possession of Contractor must be securely destroyed and must be purged from networks and systems in a manner that does not permit retrieval of the PII.

e. Any officers or employees of Contractor, and its assignees who have access to Student Data (including PII), or teacher or principal data, have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

f. Contractor shall limit internal access to education records to Persons that need to access such information to perform technical functions for Contractor.

g. Contractor shall not use the education records for any other purposes than those explicitly authorized in this Addendum (i.e., solely for legitimate educational purposes or to the extent necessary to perform the Services).

7. Breach Notification Costs and Expenses. The Parties agree that Contractor and its representatives and employees may receive Data, including but not limited to PII or personally identifiable teacher, principal or educator data, pursuant to the Agreement and any applicable SOW (or other written agreement with the Board) and Contractor shall be required to notify the Board of any breach of security resulting in unauthorized access, use or disclosure of such Data.

a. Contractor agrees that it will cooperate and promptly comply with any reasonable inquiries from the Board based upon the Board's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of Data may have occurred and, after the Board has conducted a reasonable amount of due diligence regarding any such complaint, to verify that further investigation is warranted. Upon such verification from the Board, Contractor will permit on-site examination, audit, and inspection, and will provide, subject to FERPA and applicable law, access to necessary documentation or opportunity to interview any employee, representative or assignee of Contractor relating to the alleged improper access, use or disclosure of Data and access to Contractor's data custodian and/or managers responsible for the use, storage and protection of such Data; provided, that such employee, representative or assignee does not waive any privilege or reveal other confidential communications.

b. In the event of a breach or other unauthorized access to Data received by Contractor:

(i) If the breach of Data involves information for which the Board is not required to notify the affected Persons, parents or governmental agencies under any state or federal law but the Board nevertheless elects to notify such Persons, parents or governmental agencies, Contractor shall not be required to pay or reimburse the Board for any breach notification costs or expenses;

(ii) If the breach of Data is not caused in whole or in part by the Board and the Board is required under state or federal law to notify the affected Persons, parents or governmental agency of the breach, Contractor shall promptly pay or reimburse the Board for the actual costs and expenses (including reasonable attorneys' fees) paid or incurred by the Board for the purpose of notifying any affected Person, parent, or governmental agency of such breach; and

(iii) If the breach involves Excluded Data and the Parties have entered into a separate agreement governing breach notification of such Excluded Data, then the provisions of that separate agreement shall control.

Appendix E Instructions for 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, 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.

Appendix F 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.

A. 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.