



GUILFORD COUNTY SCHOOLS
Invitation for Bids
RE-Bid Smith HS Band
Uniforms
 Purchasing Department
 501 W. Washington Street
 Greensboro, NC 27401

Direct all inquiries to:	Invitation for Bids.: IFB NO. 189-6111
Cynthia Bryant	Bid due date: April 18, 2019 1:00 PM EDT
Telephone # (336) 574-5220 E-Mail: bryantc2@gcsnc.com	Commodity: Re-Bid Smith High School Band Uniforms

NOTICE TO BIDDERS

Bids, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Attn: Cynthia Bryant, Room 215B Greensboro NC 27401, until **1:00 PM EDT, Thursday, April 18, 2019** for furnishing and delivering the commodity as described herein. Bids submitted **via facsimile (FAX) machine in response to this Invitation for Bid will not be accepted.**

EXECUTION

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

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

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

1.0 PURPOSE AND BACKGROUND

Band uniforms for Smith High School

2.0 GENERAL INFORMATION

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

TAXES

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

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

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

INSURANCE

Certificate of Insurance

Each vendor shall furnish GCS a certificate of insurance showing that the required workmen's compensation and public liability insurance are carried by the Contractor. The certificate of insurance should show that it is issued to or at the request of the Guilford County Board of Education, High Point, 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, High Point, North Carolina.

Public Liability Insurance

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

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

Liability.

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

Worker's Compensation Insurance

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

Terms and Conditions

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

3.0

BID QUESTIONS

Upon review of the IFB documents, vendors may have questions to clarify or interpret the IFB to submit the best bid possible. Please submit all questions in writing to Cynthia Bryant bryantc2@gcsnc.com by April 12, 2019 by 3:00PM. Answers will be posted on the GCS website www.gcsnc.com Departments, Purchasing, Bid Solicitations current, Smith HS Band Uniform IFB # 6111 as an addendum no later than 5:00PM, April 15, 2019.

Instructions:

Written questions shall be emailed to Cynthia Bryant by the date and time specified above. Vendors will enter "IFB# 6111 Questions" as the subject for the email. Question submittals will include a reference to the applicable IFB# 6111 section and be submitted in a format shown below:

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

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

BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein. **One (1) Original & one (1) copy** should be addressed in an envelope with the IFB number as shown below: It is the responsibility of the bidder to have the bid in the Guilford County Schools Purchasing office by the specified time and date of opening.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in

separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

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

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

IFB No. 6103
Attn: Cynthia Bryant
Guilford County Schools
Purchasing Department
501 W. Washington Street
Room 215B
Greensboro, NC 27401

BRAND NAME

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

REFERENCES

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

WARRANTY

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

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

TRANSPORTATION CHARGES

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

4.0 AWARD AND BID EVALUATION

REVIEW AND AWARD

It is the intent of Guilford County Schools (GCS) to award this Invitation for Bids to the responsible bidder(s) who best matches the needs of Smith High School. Guilford County Schools reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Award of this bid may be in whole or in part as deemed to be in the best interest of GCS. All projects are awarded contingent upon funding. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 120 days.

5.0 INVITATIONS FOR BID DOCUMENT

1) QUOTE INVITATION AND GENERAL CONDITIONS

- A. Sealed quote responses for furnishing the items and quantities listed in the attached specifications are hereby being requested from your company. You are asked to return the quote form page(s) with your response.
- B. All quotes or proposals are sealed and delivered per Mailing Instructions on page 4.

2) DEVIATIONS FROM SPECIFICATIONS

- A. Any deviation from these specifications must be documented on the enclosed deviation form. It is the intent of the school for the uniform to be manufactured strictly adhering to these construction, design and fabric specifications and deviations are not expected. If deviations are not documented fully, the company may be disqualified.
- B. It is the intention of the buyer to offer equal opportunity to all companies. The use of company names when referring to styles are for descriptive purposes only and are not intended to be restrictive. Materials and items referred to in these specifications are available to all firms.

3) BUYER'S RIGHTS

- A. The buyer reserves the right to award the contract to the Company offering the best value, and not necessarily to the firm providing the lowest price. The reputation of the manufacturer and representative, over-all appearance, style and fit of the uniform, quality of trims and accessories, plus special features a particular manufacturer may have that make the uniform more practical or serviceable will be major factors in awarding the contract. Right is reserved by the Buyer to accept or reject any or all proposals, and waive informalities.

4) **SAMPLE REQUIREMENTS**

- A. All companies should submit a sample uniform together with their proposals. This sample uniform must be in the same fabric as the uniform proposed. It should reflect the similar style and trims as outlined in the styling specifications that are included in this package. The sample should reflect the tailoring details as would be found in the uniform being proposed, and of the uniform which would be furnished if awarded the Contract by the Buyer. Where additional special construction features are specified, these must be furnished with the quote showing the manufacturer's version of the feature. All major items being proposed must have a sample presented for comparison. This would include, but not be limited to Shako, Plume, Coat, Cape, Jumpsuit Trousers, Shako Box and Garment Bag. It is to be completely understood that it is the intent of the Buyer to have all items examined carefully and compared by persons conversant with quality for evaluation of internal components. The sample submitted will play a major role in the decision that we have to make. We suggest that each company submit as representative a sample as possible. Items must show sublimation where indicated on the styling specifications.
- B. All companies must submit swatches of the materials to be used in the final product in the color and mill-weight as listed in the Uniform Specifications. Exact requirements for these swatches are described in the first paragraph of the "Fabric Specifications" detailed later in this document. It is the user's intent to use a special "XtremeDri" fabric. Each company must submit samples of this fabric or what they would substitute. Submission of fabric with characteristics different than the "XtremeDri" fabric may be grounds for disqualification.

5) **AREA REPRESENTATIVE**

Company must agree to provide a factory-trained representative to handle all details of the order. Said representative will be responsible for designing, measuring and servicing the order throughout the initial purchase and on a continuing basis. Companies must list name, address and telephone number of the representative in their response.

6) **CUSTOMER INSTRUCTION MANUAL**

The successful company will supply a booklet containing a printout showing each uniform in sequence from smallest size to largest. The printout will indicate wearer identification number, original wearer and key measurements of uniform, i.e. height, weight, hat, chest, waist and outseam. The successful company must also submit the size roster in EXCEL spreadsheet format. The successful company will also supply recommended dry cleaning instructions for the uniforms and all accessory items; specifying precise details on care and cleaning that are to be utilized in future upkeep and maintenance of the items in this quote.

7) **SHIPPING**

Each uniform is to be thoroughly inspected before shipment. Imperfections shall be corrected before the uniforms are shipped. Uniforms are to be shipped complete with hangers (plastic) in containers. Each wardrobe container shall be marked on exterior to indicate the wearer number of each uniform enclosed. The uniforms will be ready to wear without cleaning or pressing. In the case of damaged shipment, it shall be the responsibility of the receiver to make an appropriate written notice when signing the carrier documents. The receiver shall inventory the damage and advise the uniform manufacturer in detail. Accessories such as sashes, drops, etc., as well as trousers, will be bulk packed unless otherwise specified.

DEVIATION FORM

NOTE: The Buyer will not accept the general statement:

“ALL UNIFORMS WILL BE CONSTRUCTED USING OUR STANDARD MANUFACTURING PROCEDURES WHICH ARE EQUAL TO, IF NOT BETTER THAN THOSE CALLED FOR IN THE SPECIFICATIONS.”

Any, and all, deviations in construction **MUST** be documented below. Any proposal submitted without the detailed deviation documentation will be rejected.

1. Does your uniform deviate from attached specifications?

YES

NO

If YES, indicate below any and all deviations from the construction specifications:

2. Will your uniform be manufactured using “Xtreme Dri” fabrics?

YES

NO

If NO, indicate what type fabric will be used along with manufacturer and specifications:

AUTHORIZED SIGNATURE

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this quote or proposal, the company certifies that:

- A. This quote or proposal has been independently arrived at without collusion with any other company or with any competitor;
- B. This quote or proposal has not be knowingly disclosed and will not be knowingly disclosed, prior to the opening of the quotes, or proposals for this project, to any other company, competitor or potential competitor;
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a quote or proposal;
- D. The person signing this quote or proposal certifies that he has full informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the company as well as to the person signing in its behalf.

COMPANY SUBMITTING

AUTHORIZED SIGNATURE

TITLE
PROPOSAL/QUOTE FORM

TO: Guilford County Schools
Purchasing Department

We have reviewed the attached specifications and unless deviations are listed, will supply uniforms and accessories, as specified.

Quantity	Item	Unit Price	Extended Price
	Uniforms per attached proposal request		
100	Coats		
100	Jumpsuit Trousers		
100	Shakos		
100	Plumes		
100	Reversible Capes		
100	Shako Boxes		
100	Garment Bags		
3	Drum Major Uniforms		

TOTAL

_____ % Prepayment Discount

F.O.B. Destination

Freight Included

Net After Discount

(To receive prepayment discount, *payment MUST be submitted with order*)

TERMS:

If awarded the contract, we agree to ship a sample uniform within ____ days and to ship the entire order within approximately ____ calendar days after approval of sample and receipt of necessary details and measurements.

Company: _____ **DATE:** _____

Address: _____

Telephone: _____

Signed By/Title

UNIFORM SOFTWARE INFORMATION SHEET

It is the desire of our band program to have a software system available with the following features:

- A uniform management system (UMS) that is “cloud” or “web” based.
- UMS that easily assigns uniforms based on just a few measurements or pieces of information.
- UMS that is accessible with any desktop or laptop computer or any handheld device wherever an internet connection is available.
- UMS that is accessible with login and password that can be adjusted and changed by the user.
- UMS that is free of the need for “upgrades” performed by the customer. All upgrades will be performed by the program administrator.
- UMS that is available for examination prior to actual purchase of uniforms.
- UMS that is provided at no charge and is free of any yearly charges or fees.

Please fill out the questions below and return this signed page with your proposal.

1. Do you provide a UMS program at no additional cost? Yes No
2. If yes, is your program “cloud” or “web” based? Yes No
3. If not, how is your program delivered? _____
4. Can your UMS program be accessed by any computer or hand held device that has a web/internet connection? Yes No
5. Will your UMS program be available prior to order? Yes No
6. Are there any yearly fees for the use of your UMS program? Yes No

I hereby confirm that the above answers are correct to the best of my knowledge.

Signed

Title

Date

FULLY CONSTRUCTED/LINED COAT MADE TO WASHABLE SPECIFICATIONS

1. GENERAL

Due to the unique requirements of a band coat (relative to the number of different wearers, minimum care received, wearing conditions and life expectancy), special patterns, materials, design and construction methods must be applied. These specifications speak directly to the requirements of a fully lined/fully constructed uniforms and allow for professional washing OR dry cleaning of the garment.

2. PATTERNS

A. Coat patterns are special band uniform patterns with additional “ease” to allow for freedom of movement, wearing of clothing underneath and the convenient re-issue from year-to-year. Fashion or standard patterns do not allow enough room. Merely up-grading to oversized patterns will result in an unsightly and cumbersome fit.

B. Computer generated patterns will provide proper fit for all male and female band members, with no restrictions or limitations as to chest size. Likewise, sizes will be assigned in needed “lengths” from XXS through XXXL. Coats will be patterned for EACH even numbered chest size (ex. 38, 40, 42, etc.), rather than just generic S, M, L, etc.

C. Patterns are to be marked and graded using a computerized system to insure accuracy and updated patterns.

3. SIZING

A. Measurements will be taken under the direction of a factory-trained representative.

B. Sizes are analyzed by a sizing computer system assigning the closest standard proportion size to each wearer in order to permit re-issuing in subsequent years and to provide a reasonable fit for the initial wearer.

4. FABRIC

- A. The shell fabric is Xtreme Dri polyester/synthetic, providing enhanced air permeability that differentiates it from generic polyester fabrics.
- B. Xtreme Dri lifts moisture away from the wearer, which keeps the body cooler in warm weather and warmer in cold weather. It is **stain resistant, tear resistant, odor resistant, quick drying, colorfast**, and **will not pill**. Xtreme Dri is different than the standard polyesters that have been available to the band uniform industry, including, but not limited to 1933 (a.k.a. 4892), 420, 960, 6248, 4030 and 460. Standard polyester fabrics are not acceptable substitutes for Xtreme Dri.
- C. Since Xtreme Dri is a proprietary exclusive fabric, any vendor may quote on what they consider their best available polyester for the project. However, any and all deviations must be thoroughly documented.

5. LINING

- A. Coat linings are cut from a separate set of patterns designed to fit each specific coat size and style. Linings are not cut from coat shell patterns then cut down to try and fit.
- B. Linings are "FIRST" quality Aerocool polyester/taffeta 97GR/Yd, woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of this lining is designed to maintain cool body temperature and excellent comfort for the wearer.
- C. In coat styles that do not utilize a back zipper, the coat lining has a vertical pleat running up the center back. This allows fullness, fit and comfort to the overall performance of the coat.
- D. In the armhole area, the coat lining is machine stitched to an ensemble including the outer coat fabric, shoulder pad and sleeve head. Hand sewing or felling does not provide the durability required for armhole construction.
- E. Linings are sewn to the coat bottom edge and reinforced with pre-shrunk tailoring tape. Straight cut long coats will have an additional ½" lining pleat all around the coat bottom.

6. **BUTTONS**

High-quality, rust resistant metal buttons shall be used where specified and they shall be attached by sewing, ring and washer or toggle and washer or tack-back. The buttons shall not alter the washable capabilities of the garment.

7. **BUTTONHOLES**

All coat buttonholes are made with a CUT-FIRST automatic buttonhole machine. The hole is cut first, the edges covered with gimp and then completely sewn to “close” the buttonhole. The buttonhole back is secured and closed with bar tack reinforcement.

8. **ZIPPERS**

A. The style is YKK, heavy duty of color matching VISLON. The zipper is auto-locking and has a “separating” feature for maintenance and durability.

B. Zipper tapes are standard 9/16” width, sewn down with locked safety stitching and bar tacked at each end.

9. **INTERLINING**

A. The interlining has optimum four-layer construction. More than four layers create stiffness in the coat fronts, resulting in difficult and uncomfortable arm lift maneuvers in marching bands. Less than four layers results in flimsy construction and therefore a rumped appearance and reduced durability. In keeping with individual patterns for coat shell fabrics and the linings, higher quality control and an elevated level of haircloth quality is obtained by these multi-layered interlinings being patterned, cut and assembled “IN HOUSE” at the uniform manufacturer’s facility. This basic construction practice enhances the fit and comfort of the individual uniform (as opposed to “making do” by purchasing these multilayered ensembles and cutting them down to fit the “hundreds” of patterns required for each coat style and chest size).

B. The main layer of the interlining is a Hymo haircloth. This “hair canvas” is a blend of polyester, viscose rayon and genuine natural hair, which gives it soft resilience. This canvas is 100% washable with no shrinkage or loss of rigidity. The layer extends the complete length of the coat front, from shoulder seam down to the coat bottom.

- C. The second layer is a resilient 27.6% rayon/72.4% polyester canvas “MONO-FLEX” chest piece 4.2 oz in weight. Its dimensions are 6” wide x 6 ¾” long and extends downward from the upper chest area.
- D. The third layer is another piece of hair canvas (as per “B” above) 8” wide and 12” long, extending downward from the upper chest area, and completely covering the MONO-FLEX.
- E. The fourth layer is a ¼” thick padding of 3.6 ounce 100% polyester non-woven material that is soakable and non-shrinkable. This white chest piece pad extends approximately 6” below the armhole.

NOTE: In white coats and other light color fabric shades, a piece of thin Poly-sil white curtain is added to prevent “shadowing” of the haircloth interlining through the outer coat fabric.

- F. This entire multilayered inner liner shall be sewn together with a series of eight to ten rows (depending on chest size) of zig zag stitching spaced approximately 1” apart. This is the optimum number of rows as recommended by the garment industry standards. Too many rows will reduce the flexibility, comfort and fit. Too few rows will limit durability and lifetime.
- G. The inner liner is then secured to the coat shell fabric and coat lining, in the neck hole, armhole, bottom front and along the coat closure edge. A tailoring tape of 100% PIMA cotton, triple cold water shrunk, is included in these seams for added durability. The interlining is NOT sewn into the shoulder seam, nor the side of the coat. This allows flexibility and “give” to the entire coat front construction.

NOTE: The above construction is a time proven procedure. Under no circumstances are the haircloth and sewing operations to be substituted with a fusing or gluing operation.

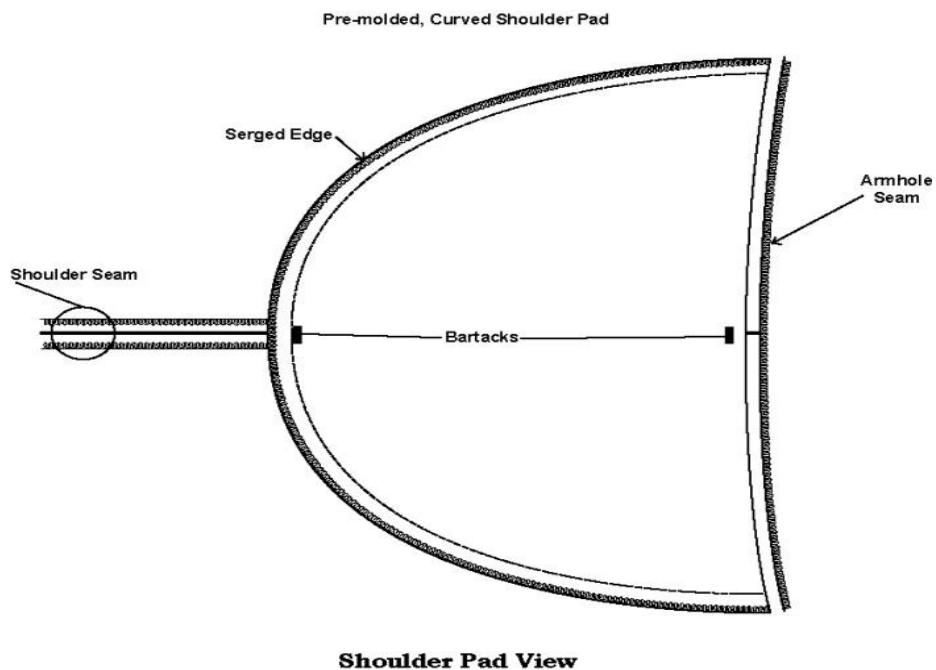
10. **ARMHOLES**

- A. Armholes shall be oval shaped and allow sleeve to be pitched forward 3-4 degrees to maximize comfort and ease of movement with minimum distortion to the coat.
- B. The armhole shall be reinforced with ¼” pre-shrunk cotton tape all around to prevent stretching in the armhole.

- C. The entire armhole shall employ machine lock stitching. Hand or machine “felling” will not be accepted.
- D. The underarm portion of the armhole will have a bi-swing gusset allowance that allows freedom of movement.

11. SHOULDER PADS

- A. Shoulder pads shall be high quality foam, covered all around with a lightweight polyester lining, serge stitched around the curvature of the pad and are washable or dry cleanable.
- B. Shoulder pad size shall be minimum of 5” x 9” on regular width coat styles.



12. SLEEVE HEADS

The sleeve head provides fullness and shape to the top of the sleeve as it is sewn to the coat body. It consists of a separate strip of material used for the white chest piece pad in the interlining (10E). The sleeve head has

a length of 14" and is equally positioned over the shoulder, to the front and back of the upper sleeve seam. The finished width is 2 ¼" at lower front, and tapers to a 1 ¾" width at lower back. The construction consists of a ¾" turn back on the armhole edge, and has a seam spaced ½" from the edge. Sewn into the lower front portion of the white pad strip, is a 2 ½" x 4 ½" piece of "haircloth" as described in the Interlining section (10B). The result of this "IN HOUSE" manufactured sleeve head is a substantially improved "body" in the entire sleeve/shoulder area, particularly when lettering or other embroidery trim is specified.

13. SLEEVE STITCHING

- A. Sleeves shall be set with machine lock stitch to insure proper distribution of fullness and durability.
- B. Fullness shall be sheered in by top-feed sewing machines.

14. ARMHOLE LINING FINISH

- A. The bottom of the sleeve armhole shall be lock-stitched through two layers of lining, two layers of fabric and arm shield.
- B. The top shall be sewn through the coat lining, sleeve fabric, sleeve head, shoulder pad and shoulder strap with lock stitching.
- C. The entire armhole has tailoring tape all around.
- D. "Felling" by hand or machine is not acceptable when closing the armhole.

15. TAPING

- A. All seams in high stress areas are reinforced with tailoring tape to prevent stretching, and add durability to the seam. These tapes are pre-shrunk.
- B. Areas of this taping procedure include the following:
 - 1. All around the neck opening where collar joins the coat.
 - 2. Coat closure edges and completely around the bottom.

3. Complete circumference of the armhole.
4. Shoulder seams from collar (neck opening) to sleeve seam - except canopy coats.

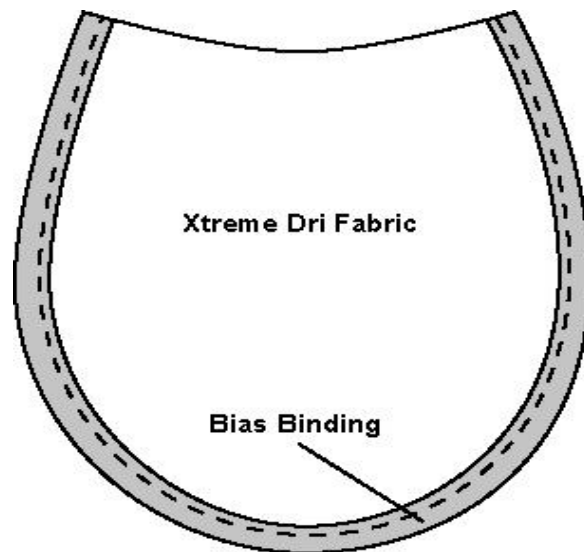
16. SLEEVES

- A. Sleeves cuffs will have an approximate 4" turn up, which incorporates both the coat sleeve fabric and lining. This turn back includes a 3/8" binding at lower cuff edge.
- B. The forward and trailing sleeve seams in the 50/50 sleeve pattern are equipped with a series of gripper snap rings and post hardware. Two posts, spaced 1" apart, are applied to the lower sleeve cuff edge, at both seams in each sleeve. Six ring style fasteners are positioned starting 2 1/2" up from the cuff edge and are spaced 1" apart. Coats are shipped fully steam pressed, but without a crease at sleeve cuff bottoms.
- C. Sleeve cuffs with extensive cuff trim (appliques, inserts, looped braid designs, embroidery) are reinforced with non-woven material, bonded permanently to the inside of the coat fabric extending up toward the elbow area. This addition prevents puckering tendencies created by use of fabrics, braids, etc. which each have a different coefficient of stretching.
- D. Shoulder lettering and embroidered logo trim have a reinforced backing layer on the inside of the sleeve.

17. ARMSHIELDS

- A. The arm shield is engineered to minimize the long-term effects of perspiration over the lifetime of the garment. Perspiration consists of moisture, salts, weak organic acids and body oils. Xtreme Dri fabric having WICKING properties is specified for use as the arm shield. ("Felt-like" fabrics that retain perspiration are not in the best interest of the garment). In addition to the wicking property, this Xtreme Dri shield has soil release, high permeability for airflow, and exhibits rapid evaporation.
- B. The armshield is approximately 4" x 4" in dimension, bound with double folded bias rayon on both sides and the bottom, then machine sewn into the armhole.

- C. Tensile strength and resistance to abrasion are additional advantages of Xtreme Dri armshields as compared to a “felt-like” material. The minimum abrasion quality is 10,000 on the STROLL FLAT test.

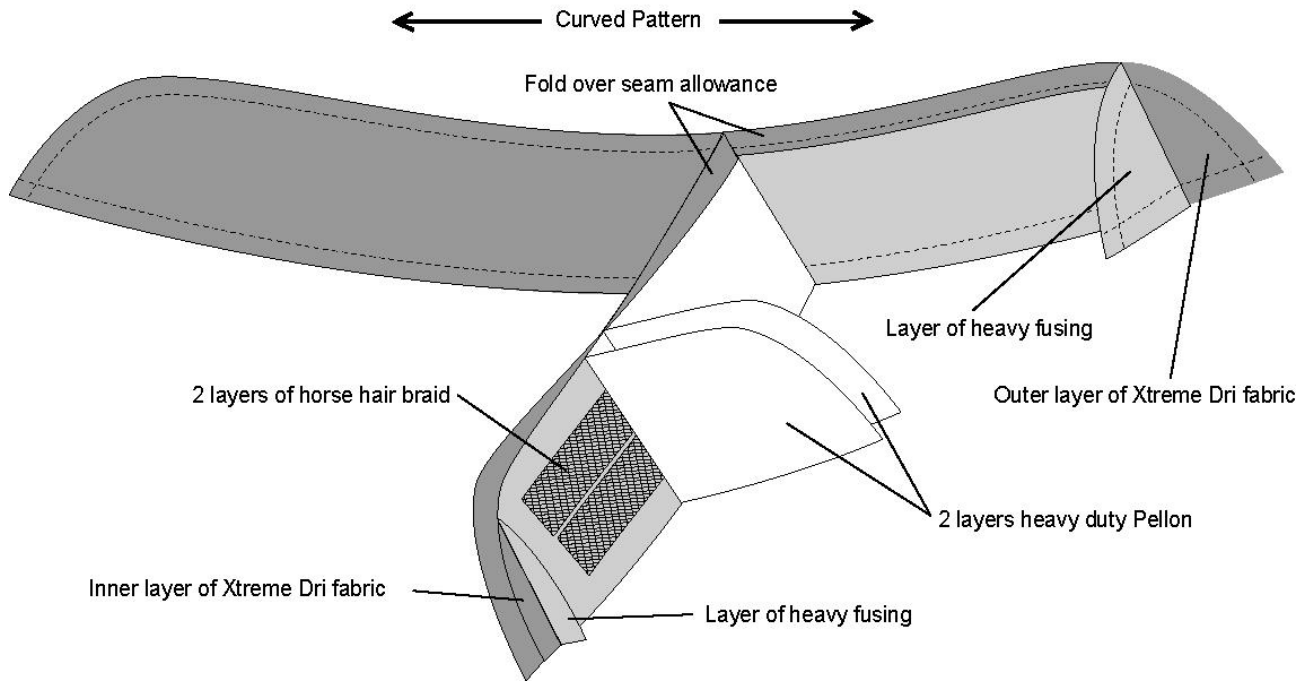


18. STANDING COMFORT COLLAR

- A. The collar is one of the highest stress areas in the coat. The collar is cut from a curved pattern. This allows a front “drop” to fit the downward front slope of the natural human body configuration. This item is NOT to be cut in a straight pattern.
- B. There are a total of eight layers in this comfort collar construction.
1. The collar lining of Xtreme Dri fabric, as described in the fabric section (item 4), has a non-woven material, permanently sewn and bonded to the inside.
 2. Sewn directly to the inboard surface of this tandem collar lining construction, centered on the lining and running the circumference of the collar are two layers of 3/8” horse hair braid reinforcement.
 3. The outer collar shell, also made of Xtreme Dri, has a non-woven material permanently sewn and bonded to the inside.
 4. Both the collar lining construction and the outer collar shell construction are sewn to two base layers of heavy duty Pellon forming the finished comfort collar.

NOTE: The entire sewing operation in the construction of the collar is “machine-sewn”. Hand sewing simply cannot insure the required durability.

Comfort Collar



19. “WRAP” COAT COLLAR

There is no wrap collar on this uniform.

20. COAT TRIM

- A. All trim must be sewn to the outer coat fabric before the lining and interlining are joined to the coat. Trim sewn through the interlining and lining is not acceptable.
- B. Washable braid trim of $\frac{1}{4}$ " or wider is sewn down with two rows of stitching. This includes looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface, to inhibit puckering tendencies.

21. SEAMS

The center back seam and side body seams shall be 5/8". Seams are to be plain with a minimum of 1 ¼" - 1 ½" total outlet in the side body seams and ¾" in the back seams. Coat is to be completely machine stitched except in areas where tailoring or appearance necessitates other methods. The ends of all seams and stitching shall be back-stitched not less than ¼". Thread breaks of all stitch types must be secured by stitching back from break ½" to 1". Coat is to be tailored with a four-piece back, comprised of a center back seam and two additional back body seams curving from sleeve seam downward and running out the coat bottom.

22. THREAD

Threads used throughout the garment will be TEX 40 size, 29/2 gauge and 4.56 lb. tensile strength. All threads used are to be heat resistant, vat dyed, sunfast, dry cleanable pre-shrunk and moisture proof. In areas of multiple color trim panels, a monofilament thread may be indicated. This thread is a 330 denier and has a .008 diameter rating. The manufacturer's warranty includes all threads used throughout the uniform construction.

BIB TROUSERS SPECIFICATIONS

1. GENERAL

Bib trousers are special marching band construction and design. They shall not employ fashion tailoring techniques, materials and patterns that will not withstand the rigorous end use of band uniforms. Fashion pocketing, waistband material and construction, lightweight snaps and hooks are not acceptable. The overall fit of the uniforms should be "slimming". Uniforms should not have a baggy or oversized fit in any way.

2. PATTERNS

The patterns and style must be "contest ready" with a trim look pattern. They must have ample room for movement and be nonrestrictive for marching, in the seat, thigh and ankle area. The cuff circumference of a Bib Trousers for a 38 regular male must be 16".

3. FRONT CLOSURE

The fly zipper is brass "Y.K.K." with a double locking slide. There is a metal stop at the base of the fly zipper. The fly teeth will extend completely up to the top of the waistband. The outside fly consists of the outer shell fabric and an inner layer of shell fabric. The inside fly is constructed with the zipper tape sewn flush to the edge

4. **CROTCH REINFORCEMENT**

There is a “four-way “ crotch reinforcement consisting of 80/20 poly cotton, 10% poly fill, 3.5 yard per pound, pre-cured finish fabric. There are four, two ply sections, one on each side of the intersection of the fly, seat seam and inseams. Crotch area is clean finished with no pieces extending from top of inseams.

5. **POCKETS**

Pockets are made of heavy duty pocketing material. The pocket is an outside “welt” style pocket located on the front upper outside of each bib trouser. Each pocket is to be 4 ½” wide at the opening and no less than 6 ½” deep.

6. **INSEAM**

The trouser is unhemmed, with the bottom edge finished all around in a serge stitch. The inseam will allow ample length for a cuff hem, and is constructed with a flat seam having a 1” outlet.

7. **SEAMS**

The center back (seat) seam is finished using two rows of locked chain stitching for seam strength and durability. It is a flat seam with a 2” outlet. The out seam is secured with a safety double seam stitch.

8. **PERMANENT SUSPENDERS**

Suspenders are made of whipcord fabric. Color shall match bib trousers. Nylon webbing shall not be used because the adjusting slide will not remain in set position under tension from movement. Suspenders are two-ply, topstitched, and have interlining for body. This will insure the adjustable slide remaining in set position; suspenders will launder or dry clean as well as the bib trousers. All hardware is unbreakable nylon as used in parachutes and life vests; unbreakable, unbendable and not subject to tarnishing or rusting. It will not cause undue abrasion during dry clean tumbling. Suspenders are self-faced and interlined with pellow. Lining of belting or pocketing is not acceptable.

9. **PERIMETER SERGING**

All exposed “raw” edges are finished with a serging stitch of no less than 10 per inch, tight to edge, to prevent fraying. Serging thread is polyester.

10. CUFF ADJUSTMENT

Cuffs are to be made adjustable with no less than two gripper post snaps and eight receiver snaps on both seam sides of each trousers leg. This is a total of eight gripper post snaps and thirty two receiver snaps on each pair.

SHAKO CONSTRUCTION SPECIFICATIONS

1. GENERAL

It is important that the shakos be made by the manufacturer of the uniforms. This will insure that all the manufacturer's quality control practices will be followed. The practices include (but are not limited to), workmanship consistent with uniform, fabric matching, and timely delivery.

2. BODY

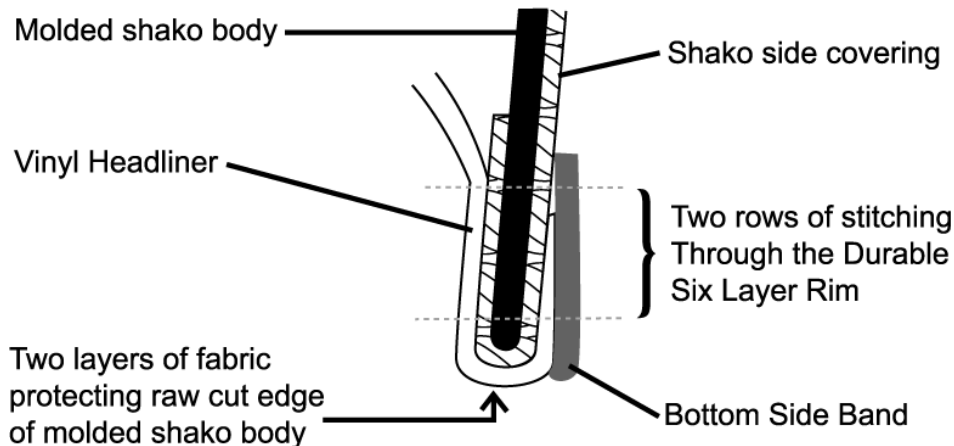
- A. Shako body is vacuum-formed high impact styrene .135" gauge white plastic and has high rubber content to prevent cracking. Body is pliable and flexible to conform to wearer's head, in an "oval" shape, rather than circular or round.
- B. There is a separate shell size for each head size.
- C. Each hat has a clear ident-a-peek pocket in the inside top with the size imprinted in ¼" letters for ease of issue. Each ident-a-peek contains a card to identify the wearer. A size sticker is also applied to the inside top.

3. COVERING

- A. The fabric side covering is pulled down to the bottom edge of the shako body, then turned back 1 ½" up inside the shell. Two rows of stitching secures the side covering to the molded shell. One row is polycore poly wrap thread, lock stitched. The second row is Telex 135 poly tex thread, also lock stitched. This sewing operation extends all around the entire bottom edge of the molded shako body.
- B. The two rows of stitching described in section A above, secure a total of six layers for maximum durability. These layers, from the outside to inside, are: **BOTTOM SIDE**

BAND, VINYL HEADLINER, SIDE COVERING, MOLDED SHAKO BODY,
SIDE COVERING TURNBACK and VINYL HEADLINER TURNBACK.

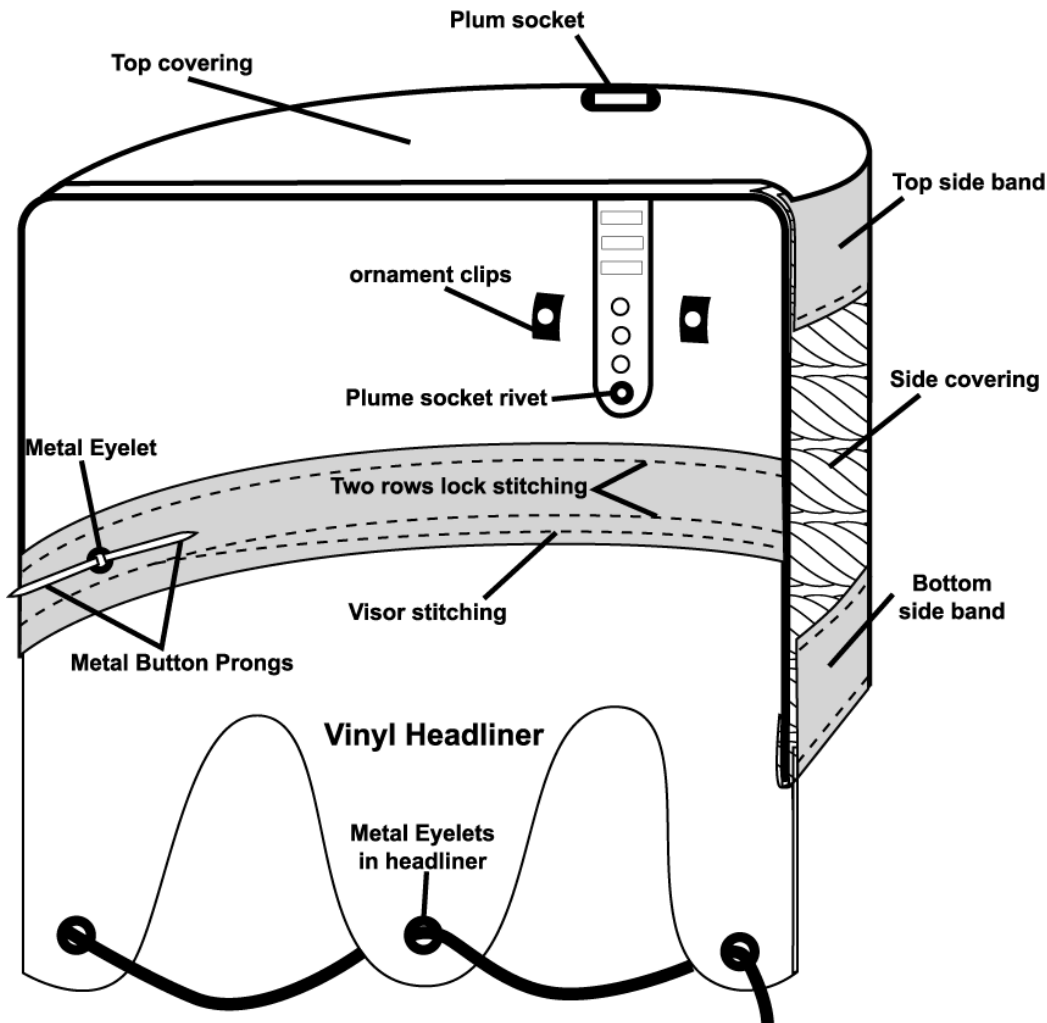
Shako Cross Section



4. HEADLINER AND SPECIAL FEATURES

- A. Headliner shall be cotton backed, expanded vinyl with embossed finish. There are six scallops with metal eyelets to receive drawstring for adjustability.
- B. Headliner is turned and sewn with a lockstitch in such a manner to allow for adjustability.
- C. Headliner extends around the bottom edge of the plastic body, and stitched through. This results in two layers of material (outer fabric and vinyl headliner) to secure and protect the bottom edge of the shako shell body.
- D. There is a metal eyelet on each side of the hat body where the button prong passes through plastic.
- E. High density polyethylene plume sockets are included and riveted to the body.
- F. A metal spacer is used to affix the front chain to each side button.

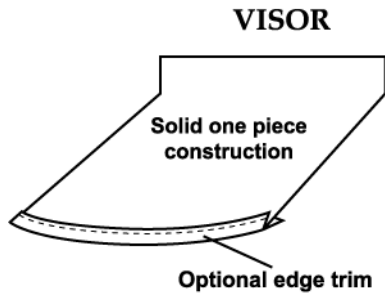
Shako Construction



5. VISOR

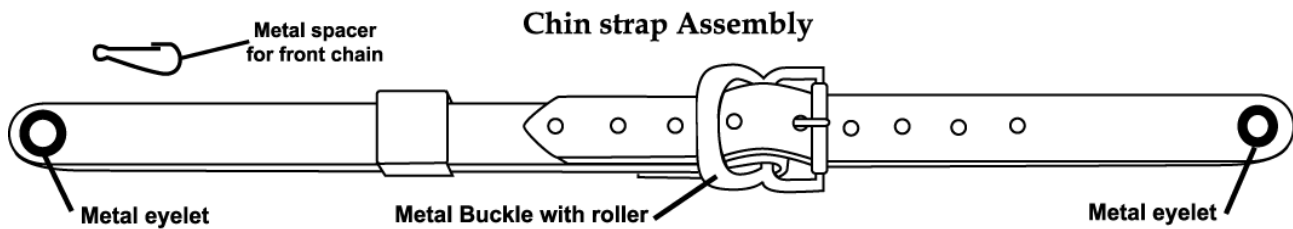
- A. Visor is non-breakable one-piece plastic, not laminated. It is secured to the shako body with lock-stitch safety sewing.

- B. Visor color is molded through entire body of visor. The material is an engineering grade copolymer with low-temperature toughness, stain proof, fade and discoloration proof, impervious to ultraviolet light (sunlight).



6. CHINSTRAP

- A. Chinstrap is 3/4" pliable plastic with metal buckle and roller, and has a 1/2" keeper.
- B. There are metal eyelets at chinstrap ends where button attaches (to prevent strap from being torn by button shank).
- C. There is a 3/4" nickel-plated brass chinstrap hook at the rear of the shako, attached with a metal clip.



7. BUTTONS

- A. Side buttons are three-piece metal.
- B. Buttons consist of prongs, base plate, and face plate. Side buttons are metal with spread prongs. Plastic buttons are not acceptable.



Fabric Specifications

The fabric “Xtreme Dri” employs today’s most innovative fabric technology. This fabric is designed for high performance wear and no substitutions are permitted unless approved by the purchaser. If the company has not provided a sample uniform that has been preapproved by the purchaser, the company is required to supply swatches of the fabric that the company proposes to use on the order if they should be awarded the quote. These swatches must be 36” x 36” and must be in the exact colors and fabric content to be used by the company. Along with these swatches, the company must submit specifications showing the characteristics of the fabric along with information identifying the manufacturer of the fabric.

Performance wear fabrics are available to all manufacturers. The fabric for this order must allow fabric breathability, thermal insulation, moisture management and odor neutralization. The fabric must also have the ability to wick moisture away from the wearer so that it can quickly evaporate, which allows the wearer to stay comfortable through climate control in any temperature. Wicking properties move moisture away from the body and result in quick evaporation time, enabling the garment to dry faster. Performance apparel fabrics are different than the standard polyesters that have been available to the band uniform industry, including, but not limited to 1933, 420, 960, 6248, 4030 and 460. Performance apparel is not just a generic term and should not be a “catch all” name for any and all polyesters normally used in the band uniform industry.

Using Xtreme Dri means that the garment will be dryer, lighter, cooler and/or warmer, more comfortable and perform better over the lifetime of the garment. Xtreme Dri is temperature moderating, therefore keeping the body cooler in hot weather and warmer in cool weather. It is important to realize that all performance wear products are not the same. It is difficult to know the differences because the performance features cannot necessarily be seen or felt. Many fabric mills use topically applied chemicals to enhance wicking that washes out after five to ten washings. This is unacceptable and not true of Xtreme Dri fabric.

These specifications encompass methods and materials yielding only the highest quality garment, through specifying only the highest quality materials, components, accouterments and designating only time-proven tailoring of the highest standard. Make note that some methods and materials have been judged inferior and unacceptable and are so noted herein. These standards are so stated to insure a garment having a functional lifetime retention period of at least eight to ten years, with normal care and maintenance being exercised.

Specific fabric colors/shades (for example-Raven Black) are found in the Uniform Specifications and will be first quality with no flaws or imperfections. The material is a water and stain repellent fabric, thus eliminating the need for a special treatment.

Fabrics must have the following characteristics:

- **Performance for the Life of the Garment** - The qualities in Xtreme Dri fabric are inherent in the fiber structure itself; there are no treatments or additions of other materials, thereby providing consistent performance wash after wash.
- **Evaporative Cooling by Lifting Moisture Away from Wearer** - Moisture is lifted away from the wearer, keeping the body cooler in warm weather and warmer in cold weather.
- **Stain Resistant** – No chemical treatment of fabric to prevent stains is acceptable. Once again, this is a natural occurrence with Xtreme Dri fabric. Most stains come as liquids and Xtreme Dri resists those stains through the special weave and type of monofilament used in its construction. By keeping the liquid from being sucked up, you prevent the stain from happening. Hydrophobic polymers are pressed into the fabric and then baked to make tiny whiskers, of which about 1,000 can fit across a thread of fabric (about 1,000 nanometers across). These whiskers make the fabric hydrophobic, so it is part of the fabric and makes the fabric stain repellant.
- **Wrinkle Resistant** – Xtreme Dri does not use a finishing agent to enhance its wrinkle resistance. It is a natural characteristic of this particular fabric. Problems are associated with wrinkle resistant finishes such as attracting grease and oil stains, fabric degradation and environmental concerns. Fabrics with wrinkle resistant finishes are not acceptable.
- **Quick Drying** - Xtreme Dri fabric doesn't absorb moisture into the fiber, so drying time is minimal. It is HYDROPHOBIC – which means “water hating”.
- **Mechanical Stretch** - Xtreme Dri fabric has more expandability without the use of chemicals and additives, such as spandex filament yarns, commonly known as Lycra. Therefore, the stretch factor is inherent in the fabric and permanent for the life of the fabric. Spandex yarn fabrics cannot be submitted to high temperatures because it will melt and, therefore, will not be acceptable.
- **Odor Management** - Bacteria, mold and mildew cannot grow on Xtreme Dri fabric, and will not damage the fiber. A garment that is washed regularly under supervised guidelines will not retain body odors because the moisture is drawn to the top of the fabric, where it will then evaporate without residual odor.
- **Washable and Dry Cleanable** – Xtreme Dri offers significant savings in dry cleaning expense, and is environmentally friendly.
- **Color Fast** - Xtreme Dri fabric has the color introduced into the fiber itself in the liquid stage. Xtreme Dri fabric will hold its color indefinitely.

- **Durable** – Xtreme Dri has superior “tear strength” to all other fabrics available for band uniform applications. There is virtually no pilling, and it is resistant to snagging.

8. STYLING SPECIFICATIONS

Ben L. Smith High School – Greensboro, NC

BANDSMAN COAT

FABRIC: Xtreme Dri (XD) Evergreen – 100% Synthetic

Xtreme Dri (XD) Vegas Gold – 100% Synthetic

Xtreme Dri (XD) Divine White – 100% Synthetic with sublimation printing

STYLE: Waist length coat to have a center bottom point and back will be cut straight.

CLOSURE: Left Underarm Concealed Black Nylon Zipper.

SPECIAL DETAILS: Full construction utilizing the Xtreme Dri performance-wear fabric. Xtreme Dri fabric provides enhanced air permeability that differentiates it from generic polyester fabrics. Xtreme Dri fabric lifts moisture away from the wearer, which keeps the body cooler in warm weather and warmer in cold weather. It is stain resistant, tear resistant, odor resistant, quick drying, colorfast and will not pill. Since Xtreme Dri is a proprietary exclusive fabric, any vendor may bid on what they consider their best available polyester for the project. However, any and all deviations must be thoroughly documented.

The coat has performance-wear “Aerocool” lining for maximum breathability and comfort for the wearer. “Aerocool” lining is woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of this lining is designed to maintain cool body temperature and excellent comfort for the wearer. The coat also utilizes performance-wear canvas.

The coat sleeves will have snap tape at the cuff to allow for adjustable hems without the necessity of sewing. Each sleeve is a special pattern that allows for freedom of movement for the wearer. There are special pre-molded (3/4” thick) firm foam shoulder pads with nylon tricot covering measuring 5” wide x 9” long at each shoulder.

FRONT TRIM: Entire coat front is sublimated on XD Divine White. Sublimated design to fade from lite vegas gold at the top to match XD Vegas Gold at the bottom. Outer portion to match XD Evergreen. Set in 1/4" from inner portion will be 1/4" stripe to match of White. Centered on coat front will be special school letter "S" to match XD Evergreen. Set on letter will be school special logo "eagle".

BACK TRIM: Fabric of XD Evergreen.

COLLAR: Fabric will be XD Evergreen with a regular rounded front. Each layer of fabric fused with heavy fusing and reinforced with two layers of pellon and two rows 1/2" stiff horsehair braid sewn inside collar. Collar will have special Collar Trim. Set in 1/4" and 1/4" from base of collar, will be 1/4" of XD Divine White.

SHOULDER STRAPS: Fabric will be XD Evergreen with 1/4" XD Divine White set in 1/4" secured with 24L Gilt Dome buttons.

SLEEVES: Fully lined 50/50 sleeves that have "FREEDOM OF MOVEMENT" and are adjustable like a washable coat sleeve but using snap tape. Upper sleeves will have a pointed applique of XD Evergreen. Covering to the bottom edge is 1/4" stripe XD Divine White. Set up 1/2" is a 1/4" stripe XD Divine White. Centered on applique, "SMITH" approx. 2" tall p.b set straight, all White direct swiss.

CUFFS: Both cuffs will be 4" x 6" x 4" is a peaked cuff of XD Evergreen with 1/4" stripe of XD Divine White covering to top edge. Set down 1/2" is a 1/4" stripe XD Divine White. Diagonal upward on right cuff is approx. 1" p.b "GOLDEN" of white direct swiss. Diagonal downward on left cuff is approx. 1" p.b "EAGLES" of white direct swiss.

BANDSMAN JUMPSUIT:

FABRIC: XD Evergreen - (100% Synthetic)

<u>OPTIONS:</u>	Hemmed	<u>XXXX</u>	One-Half (1/2) Lined	_____
	Front Zipper	<u>XXXX</u>	Back Zipper	_____

STRIPE: 1 ½” XD Evergreen stripe with white fabric piping down each side.

POCKETS: Yes – Welled right front pocket

SPECIAL FEATURES AND DETAILS: Each jumpsuit has barcodes and Identification numbers. The shoulder straps are 1 ¼” wide with elastic for wearers comfort, set in a racer-back style and a four-way reinforced crotch. Fully constructed zipper to include two snaps, reinforcement & taped edges. Three-inch (3”) let-out center back, Inseam sewn with 1” seams for let out. Stitched permanent crease down the front of each 16” tapered leg.

BANDSMAN HEADGEAR:

STYLE: C-114+1

PLUMEHOLDER: Center front

VISOR: Gold Mylar

TOP MATERIAL: XD Evergreen

SIDE MATERIAL: XD Evergreen

BANDS: Bottom: XD Evergreen

ORNAMENT: S-500 Gilt

CHINSTRAP: Clear with Gilt buckle

FRONT STRAP: ¾” Stripe of XD Evergreen with ½” stripe of XD Divine White centered on top.

SIDE BUTTONS: 45L Gilt Dome

SPECIAL TRIM DETAILS: Hook in back to secure chinstrap. Plume socket secured with nut and bolt attachment.

BANDSMAN REVERSIBLE CAPES:

FABRIC: XD Divine White - (100% Synthetic)

OPTIONS: Made Reversible with two button holes at each shoulder for attachment.

SIDE #1: Sublimation: Solid to match XD Evergreen with “EAGLES” centered and Vertical set down the cape center. Lettering is to be match XD Vegas gold with white outline.

SIDE #2: Sublimation: Light Vegas gold at the top, then fading to XD Vegas gold at the bottom. This should match up with sublimation that is on the front of the coat.

BANDSMAN ACCESSORIES

PLUME #1: 12” Vegas Gold French Upright –Gilt Cup

SHAKO BOX: Shako-mate

GARMENT BAG: Man How Value Line – 200 Denier Black Nylon with one color imprint. There is a Clear vinyl ID window, sewn onto front.

DRUM MAJOR UNIFORMS: The drum major uniforms will be similar to the bandsman uniforms with the following changes and additions. **Headgear** will be 14” fur busby with front insert and embroidery, chains, buttons and chin strap. **Coat** will be very similar to band coat with sublimated front, but changing colors with majority being Vegas Gold. **Cape** will be knee length and is to be reversible with school logo or wording on both sides embroidered. **Jumpsuit Trousers** same style as band but of XD Vegas Gold with wide striping and logos down both sides. **Garment Bags** same as band.

GUILFORD COUNTY SCHOOLS
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 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 60 days from the date of bid opening. Preference may be given to bids allowing not less than 60 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 Guilford County Schools 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 Guilford County Schools. 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.
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 G 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 Purchasing Officer of Guilford County Schools at the address given in the solicitation document entitled "Mailing Instructions". This request must be received by Guilford County Schools within five (5) consecutive calendar days from the date of the contract award, and 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).
- B. 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. In the event that 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.

- C. 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.

- D. 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.

- E. 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.

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

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

2. **SITUS:** The place of this contract, its situs and forum, shall be Guilford County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined

3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Guilford County School District.

4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the District's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.

5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the District's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the District, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the District from such breach can be determined. In case of default by the Contractor, the District may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The District reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the District. In addition, in the event of default by the Contractor under this contract, the District may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the District has with the Contractor, and de-bar the Contractor from doing future business with the District. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the District may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the District, and de-bar the Contractor from doing future business. Neither party shall 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.

7. **TERMINATION:** The District may terminate this agreement at any time by 30 days' notice in writing from the District to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the District, become its property. If the contract is terminated by the District as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using District 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. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the District for the purpose set forth in this agreement.

10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the District.

11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the District for loss of damage of such property.

12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

13. **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).

14. **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, the District may: a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the District to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, district, and local agencies having jurisdiction and/or authority.

16. **AFFIRMATIVE ACTION:** The Contractor shall 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.

17. **INSURANCE:** 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 Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract. GCS requires all contractors, regardless of the

number of employees, to carry Workers' Compensation Insurance. 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 \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment. 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.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.

19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the District and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

21. **TAXES:** 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 proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **GENERAL INDEMNITY:** The contractor shall hold and save the District, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the District has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the District's agents who are involved in the delivery or processing of contractor goods to the District. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

23. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies or districts shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the Guilford County Schools District.

Vendor must give notice to the Guilford County Schools of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a contract outside of the United States.

24. 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).

B. At a minimum, a vendor shall obtain a complete North Carolina statewide criminal background investigation for all employees who will work on a site, covering a period for the last seven (7) years. In the event that the vendor 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 vendor.

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.

C. 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.

D. 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.

E. Each person on site must wear a plastic laminated identification badge or item of clothing 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. Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee on school property.