

**GUILFORD COUNTY SCHOOLS  
REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL MANAGEMENT SERVICES  
Proposal # 6120**

**1) Introduction.**

Guilford County Schools, North Carolina, (GCS) is accepting proposals for Custodial Management Services for the school (listed below) until **3:00PM EDT** on May 22, 2019 in the Purchasing Office, 501 W. Washington Street, Greensboro, NC 27401, Room 100. Late proposals will not be accepted.

**2) Scope of Work.**

GCS currently requires custodial management services be provided for several different schools which are listed below. However, GCS reserves the option to contract for possible service expansion to additional sites in the future. If additional custodial management services are required in the future, the successful contractor will be contacted to submit bids. The contractor will propose a daily cost to clean each school based on square footages listed below and custodial duties required by GCS that are outlined in Attachment A. Also, contractor is to propose cost for floor care that is outlined in Attachment B. Proposal should be: **Price Per Day x 180 School Days (or remaining school days) + Floor Care = Total Cost**

- **Swann Middle School 131,000 Cleanable Square Feet, Address - 811 Cypress St. Greensboro, NC 27405**

The contractor's employees will perform their regular duties Monday through Friday unless otherwise requested and approved by the GCS Point of Contact.

**3) Attachments**

The Attachments below are incorporated into and made a part of this Request for Proposals (RFP).

Attachment A (1.-8.)	Scope of Services
Attachment B 1 and 2	1. - Strip/Wax – VCT, Terrazzo floors 2. – Contract Custodian Cost per day
Attachment C	Employee Work Rules
Attachment D	Insurance Requirements
Attachment E	Health Certificate
Attachment F	Employee Handbook
Attachment G	Addenda Receipt Confirmation Form
Attachment H	Proposal Pricing Submittal Form
Attachment I	Custodial Services References
Attachment J	Monthly GCS inspection form

**4) Definitions.**

As used in this RFP, the following terms will have the meanings set forth below:

GCS	Guilford County Schools, North Carolina.
GCS Point of Contact	Person designated by GCS to act as a liaison between GCS and the awarded contractor, representing the interests of the district.
Supervisor of Record	Person designated by the awarded contractor to act as a liaison between the contractor and GCS, representing the interests of the contractor.
Contract	A contract executed by GCS and the contractor for all or part of the products and services covered by this RFP.
Workday	Defined as any day of the week for this RFP.

5) **Schedule and Process.**

<b>Date</b>	<b>Event</b>
<b>May 06, 2019</b>	RFP Issued
<b>May 15, 2019 at 10:00 AM</b>	Non-mandatory Pre-Proposal Conference & Site Visit
<b>May 17, 2019 at 2:00 PM</b>	Deadline for Submission of Written Questions
<b>May 20, 2019 at 3:00 PM</b>	Posting Answers to Questions
<b>May 22, 2019 at 3:00 PM</b>	RFP Responses Due.
<b>June 2019</b>	To GCS Board of Education for Approval
<b>July 01, 2019</b>	Begin Contract

6) **Pre-Proposal Conference and Walk-Through.**

- a) A Non-mandatory Pre-Proposal conference will be held, at Swann Middle School 811 Cypress St. Greensboro, NC 27405 at 10:00 AM on May 15, 2019. Attendees should meet at the school's Main Office.
- b) A non-mandatory Walk-Throughs of the facility will begin at the conclusion of the Pre-Proposal conference.

7) **Contractor Questions.**

All questions and inquiries regarding this RFP should be submitted in writing, via e-mail, to:

Joe Farrar, Purchasing  
Email: [farrarj@gcsnc.com](mailto:farrarj@gcsnc.com)

Deadline for submission of questions is May 17, 2019, 2:00 PM

GCS will review all potential contractor responses, and reserves the right to contact contractor for RFP clarification as part of the evaluation process. GCS may, at its discretion, require one or more contractor to make presentations to an Evaluation Committee.

8) **Submission of Proposals.**

A Contract may be awarded to multiple contractors. Proposals must include individual prices for each facility to be billed on a monthly basis. Proposals must be clearly marked as indicated on the RFP cover letter and delivered to the following address:

Custodial Management Services  
Proposal# 6120  
Joe Farrar, Purchasing  
Guilford County Schools  
501 W. Washington Street  
Greensboro, NC 27401

## 9) Proposal Conditions.

The following terms are applicable to this RFP:

a) RFP.

This RFP does not constitute an offer by GCS. GCS reserves the right, in its sole discretion, to reject any or all proposals in response to this RFP, to waive any irregularities or informalities in a proposal, and to enter into any agreement deemed by GCS to be in the best interest of the district. GCS reserves the right to discuss and negotiate with the selected contractor any terms and conditions in the proposals including but not limited to financial terms.

b) Reservation of Right to Change Schedule.

GCS will ultimately determine the timing and sequence of events resulting from this RFP and reserves the right to delay the closing date and time for any phase of the schedule if GCS staff believe that an extension will be in the best interest of the district.

c) Reservation of Right to Amend RFP.

GCS reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interest of the district. Any amendment will be sent to each contractor in the form of an Addendum. Contractors are required to acknowledge their receipt of each amendment by using the Addenda Receipt Confirmation Form issued for this proposal set forth in Attachment G.

d) Contractor Responsible for Costs.

The contractor is responsible for all costs associated with preparing a proposal, including but not limited to travel, presentations, site inspections, discussions, meetings, or negotiations.

e) GCS' Right to Terminate Discussions.

The contractor's participation in this process may result in GCS selecting the contractor to engage in further discussions. Further discussions, however, do not signify a commitment by GCS to execute an agreement or to continue discussions. GCS may terminate discussions at any time and for any reason.

f) Requirement for Representation as to Accuracy and Completeness of Proposal.

Each contractor must make the following representations and warranty in its Proposal Cover Letter, **"The information contained in this proposal or any part thereof, including its Attachments, Schedules, and other documents and instruments delivered to GCS is true, accurate, and complete, and is intended to provide GCS with all requested information necessary to evaluate the contractor's capability to fulfill the specified requirements."**

g) Trade Secrets/Confidentiality.

Upon receipt by the GCS Purchasing Department, your proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. General Statute 66-152 et. seq. Following the receipt of proposals, GCS' Contracts Evaluation Committee, as well as other GCS staff and members of the general public who submit public records requests will have access to your proposal. To properly designate material as trade secret under these circumstances, each contractor must take the following precautions: **(a) any trade secrets submitted by a contractor should be submitted in a separate, sealed envelope marked "Trade Secret-Confidential and Proprietary Information-Do Not Disclose Except for the Purpose of Evaluating this Proposal;" and, (b) the same trade secret/confidentiality designation should be stamped on each page of the trade materials contained in the envelope.**

In submitting a proposal, each contractor agrees that GCS may reveal any trade secret materials contained in such response to all GCS staff and GCS officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by GCS to assist in the selection process.

Furthermore, each contractor agrees to indemnify and hold harmless the GCS and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the contractor had designated as a trade secret. **Any contractor that designates its entire proposal as a trade secret may be disqualified.**

- h) **Statutory Requirements.**  
Any contract awarded as a result of this RFP will be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.
- i) **Additional Evidence of Capability.**  
Contractors must be prepared to present additional evidence of experience, qualifications, ability, products, service facilities, and financial standing if requested by GCS.
- j) **No Collusion or Conflict of Interest.**  
By responding to this RFP, the contractor affirms that the Proposal is not made in connection with any competing contractor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- k) **Proposal Terms Firm and Irreversible.**  
The signed proposal is considered a firm offer on the part of the contractor; however, GCS reserves the right to negotiate prices and services. The contractor chosen for an award should be prepared to have its proposal and any relevant correspondence incorporated into the contract, either in part or in its entirety, at GCS' discretion. GCS wishes to reserve the option to add additional sites to the contract in the future. There is no guarantee this will be done. If additional sites are added to the scope of work, GCS may elect to ask the contractor to submit a quote, or negotiate with the contractor on those prices and services already in effect at the time of the service expansion.
- l) **Proposal Binding for 60 Days.**  
Each proposal must be signed by an individual authorized to bind the contractor. The proposal will be deemed a firm offer for a sixty (60) calendar day period from the due date. The proposal must provide the name, title, address, and telephone number of the individual with authority to contractually bind the contractor.
- m) **Subcontracting.**  
GCS intends to contract with one contractor. The successful contractor is the prime contractor and will be solely responsible for contractual performance. No subcontractors may be used without approval from GCS. In the event of a subcontracting relationship, the prime contractor will assume all responsibility for the performance of the services that are supplied by the subcontractor. Insurance requirements for all subcontractors are the same as for the prime contractor. Additionally, GCS must be named as a third party beneficiary in all subcontracts.
- n) **Use of GCS' Name.**  
In submitting a proposal, the contractor agrees not to use GCS' name as a part of any commercial advertising without prior written approval by the GCS. Additionally, contractor must not issue news releases concerning the RFP without the written permission of GCS.
- o) **Withdrawal for Modification of Proposals.**  
Contractor may change or withdraw their proposals at any time prior to the stated date and time for receipt of proposals. After the time for receipt of proposals no proposal may be withdrawn for a period of 60 days.
- p) **Exceptions to RFP.**  
Other than exceptions that are stated in compliance within this section, each proposal is deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the contractor's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the contractor provides an alternate solution when

taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on part of the remainder of the contractor's solution, must be described in detail.

q) Fair Trade Certifications.

By submission of a Proposal, the contractor certifies that in connection with this procurement:

- i) The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone; and
- ii) Unless otherwise required by law, the prices which have been quoted in its proposal have not been knowingly disclosed by the contractor prior to opening; and
- iii) No attempt has been made or will be made by the contractor to induce any other person or firm to submit or not to submit a proposal for restricting competition.

r) Compliance with Laws.

Each contractor agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules, and regulations applicable to the services covered by this RFP. Each contractor further agrees that it will at all times during the term of the contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but will not be limited to the Affordable Care Act, Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFP.

s) Clarification of Ambiguities.

Any contractor believing that there is any ambiguity, inconsistency or error in this RFP will promptly notify GCS in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.

t) Disclaimer.

Each contractor must perform its own evaluation and due diligence verification of all information and data provided by GCS. The district makes no representations or warranties regarding any information or data provided by GCS.

u) Performance Bond

The successful contractor will provide to GCS a 100% performance bond based on the total bid for year one.

**10. Services.**

The services to be performed are listed in detail in Attachments A, and B. The services must be performed without the need for daily supervision from GCS employees.

**11. Term.**

The term for the initial agreement is for twelve (12) months. GCS reserves the right to renew for up to four (4) consecutive one (1) year terms. GCS reserves the right to extend, renew, or terminate the contract.

**12. Award of Contracts.**

GCS will award a contract to the contractor who provides the best combination of service and price to the district. The award of the contract will not be based solely on the lowest price. GCS reserves the right to award to multiple contractors.

**13. Time of Service. A & B**

A.)The contractor will perform custodial services each day of the week after student dismissal. The GCS Point of Contact will provide dates of GCS holidays and professional development days to the contractor's Supervisor of

Record. The contractor will not be paid for days of work not performed due to holidays, professional development days or inclement weather(no school for students), and will deduct the daily amount proposed by the contractor from the monthly invoice for each day the location is closed. If the contractor does not deduct the amount, the GCS Point of Contact may withhold the daily-proposed amount from the monthly invoice amount paid to the contractor for each day services were not performed.

**Time of Service**

B.) School Events (sports in gym/locker rooms, open house, nightly meetings, dances, etc.) contractor hours or cleaning routine will need to be adjusted so that the areas in use will be clean and ready for the next school day. This also will be through communication with schools administrators and GCS point of contact.

**14. Independent Contractor Status.**

The contractor is responsible for hiring, terminating, and otherwise supervising their employees, and will be solely responsible for their pay and any benefits, government forms and reports, social security payments, and other necessary paperwork, all of which will be available to GCS for inspection upon twenty-four (24) hours notice. The contractor will comply with all state, federal, or local laws, ordinances, codes, rules, or regulations bearing on the conduct of the work including equal opportunity employment laws, OSHA regulations, minimum wage and hour regulations as set forth in the Fair Labor Standards Act, and National Fire Protection Association Regulations. The contractor is responsible for verification of any employee’s eligibility to legally work in the United States.

**15. Staffing.**

The contractor will recommend a staffing level of the number of FTE’s (One Full Time Equivalent = 2080 work hours per year) that are required to perform the custodial functions at each site.

**16. Indemnification.**

To the fullest extent permitted by law, the contractor will indemnify, defend and hold harmless the GCS and GCS’s officers, agents and employees from and against any and all loss, damages, obligations, liabilities and expenses (including reasonable attorney’s fees) that arise directly or indirectly from:

- a. Any act(s) of negligence or willful misconduct by contractor or any of its agents, employees or subcontractors (or any allegations or any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or
  
- b. Any claims seeking payment for labor or materials provided by the contractor under the contract.

**17. Supervisor of Record.**

Prior to beginning work, the contractor will provide GCS with the name, address, and mobile phone number for a Supervisor of Record who will be responsible for supervising the services at any and all locations. The contractor will be required to notify the GCS Point of Contact of any change in the name or contact information for the Supervisor of Record. GCS will have input in the selection of a Supervisor of Record to be assigned to its facilities and will also retain the right to request the contractor to replace the Supervisor of record for whatever GCS deems sufficient cause. Upon notice by written request, the contractor will assign a new Supervisor of Record subject to GCS approval.

The contractor will have a designated supervisor on call at all times employees are working. Such supervisor will immediately correct any employee misbehavior; either witnessed or reported, and will otherwise insure employee compliance with GCS’s Employee Work Rules found in Attachment D and the employer’s own employment rules.

## **18. Employees.**

- a) The contractor will employ people who are skilled in the performance of custodial duties. The contractor will screen all applicants through the confirmation of references and a police records check. Contractors employees will at all times maintain a good personal appearance and will conduct themselves in a manner which reflects credit on their employer and GCS.
- b) GCS has the right to require immediate removal and replacement of any personnel deemed unsatisfactory by the GCS Point of Contact, at any time, for any reason.
- c) The contractor may not subcontract the work described in this RFP or any part hereof without prior written approval from the GCS Point of Contact.
- d) The contractor must conduct criminal background checks on any employee of the vendor who will work at any GCS site. The background checks must extend beyond NC to include each county/state the person has lived in for the last 10 years. All criminal record checks must be provided to GCS upon request.
- e) The contractor must conduct drug testing prior to hiring employees who will perform services at GCS sites. Applicants that fail the drug tests may not be hired to perform services at GCS sites. These results must be available to GCS upon request. Random drug testing must be conducted upon request by GCS.
- f) The contractor must obtain a health certificate on any employee hired prior to their working at a GCS site. A sample of a minimal health certificate is included as Attachment D.
- g) The contractor will recommend for approval by GCS the number of custodial staff by description required for each school site during the initial year and each subsequent term of the agreement.
- h) The contractor will comply with all wage and hours of employment requirements of federal and state laws. The contractor will be responsible for supervising and training personnel. Supervision activities include employee and labor relations, personnel development, and hiring and termination of contractor management and non-management staff.
- i) The contractor will provide Workers' Compensation coverage for its employees.
- j) The contractor will instruct and ensure its employees abide by the policies, rules and regulations, with respect to use for GCS' premises as established by GCS and which are furnished in writing to the contractor. See GCS Employee Handbook, Attachment E.
- k) The contractor will maintain its own personnel and fringe benefits policies for its employees, subject to review by GCS. The contractor will supply with this proposal a full description of its proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- l) The contractor will have the sole responsibility to compensate its employees, including all applicable taxes, insurance and worker's compensation and will be solely responsible for any losses incurred by GCS, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All vendor employees will comply with all rules of GCS.
- m) The contractor is expected to recommend and establish hours and number of positions by category for contract employees at each school location.
- n) GCS will provide sanitary toilet and hand washing facilities for the employees of the contractor.
- o) GCS may request in writing the removal of any employee of the contractor who violates health requirements or conducts themselves in a manner that is detrimental to the well being of GCS.

- p) In the event of the removal or suspension of any such employee, the contractor will immediately restructure the custodial staff without disruption of service.
- q) The contractor will ensure that all contract personnel assigned to each respective-school will be instructed in the use of all emergency valves, switches, and fire and safety devices in the facilities.

**19. Work Rules.**

Contractor's employees will obey all of the employee rules attached in Attachment B as well as any other regulations established by the GCS Point of Contact. In the event a report is received by the contractor alleging any employee(s) was discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, the contractor will submit a written report to the GCS Point of Contact, outlining the complete details of the incident. This report will include the nature of the incident, time, date, location, and name, address, telephone number of the person alleging the violation. This report will also include the name and title of the contractor's employee and what disciplinary action, if any, the contract supervisor took. The report should be sent to the following address:

**Brandon Haxton – [haxtonb@gcsnc.com](mailto:haxtonb@gcsnc.com)  
Guilford County Schools  
(336) 370 – 8940 or GCS cell (336) 317 - 1408  
3920 Naco Road  
Greensboro, NC 27401**

**20. Insurance and Bonding.**

Prior to commencing the services and throughout the term of the contract, contractor(s) and all subcontractors will provide GCS with certificates issued by its insurance carrier evidencing the insurance coverage described in Attachment C. The contractor and all subcontractors will maintain such insurance coverage throughout the term of the contract. In the event the vendor fails to procure and maintain each type of insurance set forth on Attachment C at any point during the term of the contract, or in the event the contractor fails to provide GCS with the required certificates of insurance, GCS will be entitled to terminate the contract upon three (3) days written notice to the contractor (unless the contractor cures all such deficiencies and supplies the district with written documentation of such cure by the end of said three-day period).

**21. Equipment and Supplies/Materials.**

**a) Equipment**

- 1) The procurement and maintenance of all equipment required for the successful execution of this contractual obligation will be the Contractor's responsibility. The District will provide locked storage space, but will not be responsible for losses, which may be incurred due to theft and/or vandalism.
- 2) Any equipment used on the District's premises in support of this contract must conform to all governmental agencies' regulations and guidelines. Additionally, equipment which emits volatile organic compounds (VOCs) may not be used at any time on District properties.

**b) Supplies**

**1) Chemicals**

- i. The contractor is responsible for providing all of chemicals that are needed to clean the school/facility. Any other chemicals and supplies that are necessary to fulfill all specifications of the contract. \* A listing of all chemicals and equipment which will be used by the successful contractor must be submitted for approval prior to initial service under the contract by GCS point of contact. Changes may be made only after approval of GCS.
- ii. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets (MSDS) must be maintained on each job site for all chemicals used in the cleaning processes, with copies given to District personnel and updated regularly.
- iii. Chemicals which emit VOCs may not be used at any time on District property.



- iv. The Contractor must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of the District. Contractor cannot store propane or gas at school.
- v. The District will provide toilet paper, paper towels, garbage bags and liquid foam soap. GCS will supply floor care chemicals to the contractor (see attachment B.)

\*All cleaning supplies and materials must be approved by the GCS Point of Contact prior to their being used on any GCS site.

**C.) Exhaust, Supply, Return and Wall Vents** contractor is responsible to keep all vents clean/dusted at all times not to exceed 12 feet.

**D.) Lost and Found** Contractor is to place all found items (books, folders, clothes, shoes, cell phone, etc.) in designated area that is prearranged with schools administrator.

**22. Utilities.**

GCS will provide the contractor with utilities (water, electricity, etc.) necessary for the performance of the required services and pay all expenses for utilities. The contractor will participate in energy awareness training and support GCS's energy conservation efforts. The contractor will be responsible for training their employees.

**23. Training.**

The contractor will provide all custodial training. This training must follow the current GCS custodial training program, including but not limited to Chemical Hazardous Communication, Asbestos Awareness, Blood Borne Pathogens and Equipment Handling. The contractor will be responsible for any required additional training for all employees. Documentation of training must be maintained on site. GCS will review the contractor's training program on an annual basis. The contractor will ensure that GCS and/or contractors employees assigned to each respective site are instructed and knowledgeable in the use of all emergency valves, switches, fire and safety devices in all facilities. All training programs must be reviewed and approved by GCS prior to implementation.

**24. Inspections. – (See Attachment J)**

The contractor's Supervisor of Record will be required to make a formal inspection at each facility weekly and report any deficiencies found to the GCS Point of Contract. GCS will have the right to conduct unscheduled inspections at any time. GCS representative (custodial specialist) will inspect all facilities under the terms and conditions of the contract on a monthly basis. The inspections will be unscheduled by GCS without prior notice to the contractor. After the inspection is completed, the contractor will receive a copy via email. If the site falls below standard on the initial inspection, the contractor will have ten (10) days to bring the facility up to GCS standard. A follow-up inspection will be conducted at the end of ten (10) days. If the facility is not brought up to standard in ten days, GCS will bring the building up to standard and charge the contractor for all costs associated with bringing the building to the standard level of cleanliness.

**25. References.**

Contractor's will include with the response to the RFP, five (5) references from contracts similar in size and scope of services to those outlined in Attachment A. Contractor references will be from existing contracts and will include the following information: contractor name, contractor address, contact name, contact phone number, and contact e-mail. References should be listed on Attachment H titled Custodial Services References. References must contain at least two school districts similar in scope and size to GCS. Contractor must list all contracts canceled or non-renewed during the last five years.

**26. Proposal Evaluation Criteria.**

The Evaluation Committee will review the proposals to ensure conformance with the requirements of this RFP and to select the contractor(s) that best meets GCS's needs. Failure to meet these requirements may result in rejection of the

contractor's proposal. The Evaluation Committee may waive irregularities if, in its judgment, to do so would be in the best interest of GCS.

Responses to the RFP will be the primary source of information used in the evaluation process. Therefore, contractors are advised to be as thorough as possible in their proposals. GCS reserves the right to: (1) contact a contractor to clarify any response; (2) contact any current or past users of a contractor's Services; and (3) solicit information from any available source concerning any aspect of a contractor's response.

The evaluation criteria that will be used by the Evaluation Committee are provided below. GCS reserves the right to modify the evaluation criteria or waive portions thereof.

- Compliance with the terms, conditions, requirements, and specifications stated in this RFP;
- Reputation and customer references regarding the contractor's performance of custodial services for similarly situated organizations, particularly in the government and public school sector;
- Previous experience in performing custodial work for organizations with needs similar to the district's;
- Cost effectiveness and value of the proposal.

## **27. GCS' Contracting Requirements.**

GCS will enter into a contract with the successful contractor that contains the terms and conditions set forth in this RFP. Each contractor must state specifically in its proposal any exceptions to the terms and conditions included in this RFP and any proposed additional terms or conditions deemed important by the contractor. GCS will consider exceptions and proposed additions during the evaluation and selection process. Any terms and conditions to which the contractor does not specifically object will be incorporated into the contracts. Notwithstanding the foregoing, GCS reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in GCS's best interest to do so.

The terms and conditions set forth in this RFP are not all inclusive. GCS will have the option to propose additional terms and conditions based on the responses to this RFP and GCS's analysis of the successful contractor's Proposal.

The contractor represents and warrants that:

- a) It is a business, (if a corporation) duly incorporated, validly existing and in good standing under the laws of the state of North Carolina and is qualified to do business in North Carolina;
- b) It has all the requisite corporate power and authority to execute, deliver and perform its obligations under the contract;
- c) The execution, delivery, and performance of the contract have been duly authorized by vendor;
- d) No approval authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under the contract;
- e) In connection with its obligations under the contract, it will comply with all applicable federal, state and local laws and regulations and will obtain all applicable permits and licenses; and
- f) The contractor will not violate any agreement with any third party by entering into or performing the contract.

## **28. Termination.**

### a) Termination without Cause.

GCS may terminate the contract at any time without cause by giving thirty (30) days written notice to the contractor.

### b) Termination for Default by Either Party.

By giving written notice to the other party, either party may terminate the contract upon the occurrence of one or more of the following events:

- 1) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the contract, such failure or violation will not be cause for termination if both of the following conditions are satisfied; (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- 2) The other party attempts to assign, terminate or cancel the contract contrary to the terms hereof; or
- 3) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the contract will continue) or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice default will identify this Section of the contract and will state the party's intent to terminate the contract if the default is not cured within the specified period.

### c) Additional Grounds for Default Termination by the GCS.

By giving written notice to the contractor, the GCS may also terminate the contract upon the occurrence of one or more of the following events (which will each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- i) Failure to perform the duties as described in the RFP and documented by the GCS Point of Contact at any location, for more than five (5) workdays in any month during the contract; or
- ii) The contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the contract, contractor's proposal, or any covenant, agreement, obligation, term or condition contained in the contract; or
- iii) The contractor takes or fails to take any action, which constitutes grounds for immediate termination under the terms of the contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the contract; or failure to provide the proof of insurance as required by the contract.

### d) Obligations upon Expiration or Termination.

Upon expiration or termination of the contract, the contractor will promptly return to GCS all keys, security codes, cleaning supplies and equipment that are owned by the district.

## **29. Substitute Performance.**

If the contractor fails to meet the obligations as set forth in this RFP, GCS may, after submitting written notice to contractor, take any of the following actions with or without terminating the contract, and in addition to and without limiting any other remedies it may have:

- a) Employ such means as it may deem advisable and appropriate to continue operations until the matter is resolved and the contractor is again able to perform its obligations under the contract; and
- b) Deduct any and all expenses incurred by GCS in continuing the work from any money then due or to become due the contractor and, should GCS's cost of continuing the operation exceed the amount due the contractor, collect the amount due from the contractor.

**30. Other Remedies.**

Upon termination of the contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein will be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

**31. No Suspension.**

In the event that GCS disputes in good faith an allegation of default by the contractor, notwithstanding anything to the contrary in the contract, the vendor agrees that it will not terminate the contract or suspend or limit the services outlined in Attachment A, B and C supplied by the contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**32. Authority to Terminate.**

The Director of Maintenance is authorized to terminate the contract on behalf of GCS.

**33. No Effect on Taxes, Fees, Charges, or Reports.**

Any termination of the contract will not relieve the vendor of the obligation to pay any fees, taxes or other charges then due to local or state governments, nor relieve the contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the vendor from any claim for damages previously accrued or then accruing against the vendor.

**34. Cancellation of Orders and Subcontracts.**

In the event the contract is terminated by GCS for any reason, prior to the end of the term, the contractor will upon termination immediately discontinue all service in connection with the contract and promptly cancel all existing orders and subcontracts that are chargeable to the contract. As soon as practicable after receipt of notice of termination, the vendor will submit a statement to GCS showing in detail the services performed under the contract to the date of termination.

**35. Damage to Equipment or Facilities.**

The contractor will be responsible for any damage to or loss of GCS equipment or facilities arising out of an act or omission of the vendor or its authorized user.

**36. Relationship of the Parties.**

The relationship of the parties established by the contract is solely that of independent contractors, and nothing contained in the contract will be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act form bind, or otherwise create or assume any obligation on behalf of the other. The contractor will be fully and solely responsible for its own acts, omissions, and those of its employees, officers, agents and subcontractors. All personnel supplied by the contractor or subcontractors will be considered employees or agents of contractor. The contractor will be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

**37. Drug Free Workplace.**

The contractor will provide a drug-free workplace during the performance of the contract. This obligation is met by:

- a) Notifying contractor employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the vendor's workplace and specifying the actions that will be taken against vendor employees for violations of such prohibition.
- b) Establishing a drug-free awareness program to inform contractor's employees about (i) the dangers of drug abuse in the workplace, (ii) the contractor's policy for maintaining a drug-free workplace, (iii) any available drug

counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- c) Notifying each contract employee that as a condition of employment, the contractor employee will (i) abide by the terms of the prohibition outlined in (37.a) above, and (ii) notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d) Notifying GCS within ten (10) days after receiving from a contract employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, a contract employee convicted of drug crime; and
- f) Making a good faith effort to continue to maintain a drug-free workplace for employees.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement will be grounds for suspension, termination or debarment.

### **38. Notices.**

Any notice, consent or other communication required or contemplated by the contract will be in writing, and will be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address set forth below:

For GCS

Joe Farrar, Purchasing  
Guilford County Schools  
501 W. Washington Street  
Greensboro, NC 27401  
Phone: (336) 370-3236  
Fax: (336) 271-3345  
Email: [farrarj@gcsnc.com](mailto:farrarj@gcsnc.com)

Notice will be effective upon the date of receipt by the intended recipient provided that any notice which is sent by fax or electronic mail must also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective.

### **39. Non-Discrimination.**

- a) The contractor agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
- b) The contractor agrees that it will inform GCS of any alleged violation(s) of employment practices involving any employees who work on the contract which are asserted in any claims filed with the Equal Opportunity Commission, Labor Department or any federal or state compliance agency. The contractor will also inform GCS of the final disposition of such cases.

### **40. Miscellaneous.**

- a) Entire Agreement.

The contract and the contract documents, including all Attachments and the Statement of background and Intent, all of which will be incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This contract supercedes all prior agreements, negotiations, representations and proposals, written or oral.

- b) Amendment.  
No amendment or change to will be valid unless in writing and signed by both parties to the contract.
- c) Governing Law and Jurisdiction.  
The parties acknowledge that the contract is made and entered into in Guilford County, North Carolina interpretation and enforcement of the contract and any other matters relating to the contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to the contract will be brought in a state or federal court sitting in Guilford County, North Carolina. By execution of the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Guilford County, North Carolina.
- d) Binding Nature and Assignment.  
The contract will bind the parties and their successors and permitted assigns. Neither party may assign the contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.
- e) GCS Not Liable for Delays.  
It is agreed that GCS will not be liable to the contractor, its agents, representative, or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the GCS or any other party hereunder.
- f) Force Majeure.  
The contractor will not be excused from performance under the contract by virtue of force majeure events. The contractor will take precautions sufficient to ensure that force majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, and acts of God) do not result in any failure or delay in the performance of the contractor's obligations pursuant to the contract, Failure to comply with this provision will constitute a default under the contract, and grounds for immediate termination.

The contractor will not be liable for any failure or delay in the performance of its obligations pursuant to the contract and such failure or delay will not be deemed a default of the contract or grounds for termination hereunder if all of the following conditions are satisfied in that such failure or delay:

- Could not have been prevented by reasonable precaution;
- Cannot reasonably be circumvented by the non-performance party through the use of alternate sources, work-around plans, or other means; and
- If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- An event, which satisfies all of the conditions set forth above, will be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the contractor will be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the vendor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- Upon the occurrence of a Force Majeure Event, the contractor will immediately notify GCS by telephone (to be confirmed by written notice within two (2) days if the inception of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force

Majeure Event. If any Force Majeure Event prevents vendor from performing its obligations for more than five (5) days, GCS will have the right to terminate the contract by written notice to contractor.

g) Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract will not affect the validity of the remaining portion of the contract so long as the material purposes of the contract can be determined and effectuated. If any provision of the contract is held to be unenforceable, then both parties will be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the contract will be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

h) No Publicity.

No advertising, sales promotion or other materials of the contractor or its management or its agents or representatives may identify or reference the contract with GCS in any manner without the district's prior written consent. As, a condition of entering into the contract, the contractor further agrees to refrain from making any statement to the media regarding the subject matter of the contract or GCS's position on any issue relating to the contract absent the district's prior written approval. Failure to comply with this Section by the contractor will constitute a material breach and, without limiting any other remedies GCS may have, will entitle the district to terminate the contract for default.

i) Approvals.

All approvals or consents required under the contract must be in writing.

j) Waiver.

No delay or omission by either party to exercise any right or power it has under the contract will impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of the contract will not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of the contract will be effective unless in writing and signed by the party waiving the rights.

k) Survival of Provisions.

Those sections of the contract, and the attachments that, by their nature, would reasonably be expected.

l) Interest of the Parties.

Custodial covenants that its officers, employees and shareholders have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the contract.

m) No Bribery.

Contractor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the GCS in connection with the contract.

n) Change in Control.

In the event of a change in "Control" of contractor (as defined below), the GCS will have the option of terminating the contract for default by written notice to contractor. The vendor will notify GCs within ten (10) days after it becomes aware that a change in Control will occur. As used in the contract, the term "Control" will mean the possession, direct or indirect, of either: (a) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in contractor; of (b) the power to direct or cause the direction of the management and policies of contractor whether through the ownership of voting securities, by contract or otherwise.

o) Familiarity and Compliance with Laws and Ordinances.

The contractor agrees to become aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Contractor further agrees that it will at all times during

the term of the contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but will not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

p) Taxes.

The contractor will pay all applicable federal, state and local taxes, which may be chargeable against the performance of the Services.

q) Titles of Sections.

The contract embodies the entire contract between GCS and the vendor(s). The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

r) Waiver of Right to Jury Trial.

GCS and contractor waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with the contract.

**41. Harassment.**

The contractor agrees to make itself aware of and comply with GCS's Harassment Policy. GCS will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

**42. Licenses.**

The contractor will provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies will be delivered to GCS no later than ten (10) days after the contractor receives the notice of award from the district. Current notarized copies of licenses and certificates will be provided to GCS within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for the contract include, by way of illustration and not limitation, the following: (1) a valid business license; (2) a professional license or certificate in the field of specialty area if required; and (3) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

**43. Contract Monitoring.**

GCS will have the right to audit the contractor's compliance with the terms and conditions of the contract, including but not limited to all provisions related to payment and performance. GCS will have the right to conduct such audits, either through its own staff or through an independent auditor, at such times, as the district deems appropriate. The contractor will fully cooperate with all such audits, and will make available for copying and inspection all books and records requested by GCS or its designated agent. The contractor will further allow GCS or its designated agent to inspect the contractor's facilities in connection with such audits. GCS will pay its own expenses relating to such audits, but will not have to pay any expenses or additional costs of the contractor. Notwithstanding the forgoing, in the event an audit reveals an overcharge to GCS in excess of \$10,000 or a failure to perform services that has cost GCS more than \$10,000, the contractor will reimburse the district for all costs relating to the audit, including but not limited to internal staff hours and amounts paid to an outside auditor.



**Guilford County Schools  
CUSTODIAL SERVICES  
CUSTODIAL DUTIES-PERFORMANCE SPECIFICATIONS**

<b>Classroom Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
1. Empty wastebaskets, trash containers. Sanitize/clean, all soiled receptacles inside and outside of can. Replace plastic liners when soiled	√			
2. Empty pencil sharpeners and clean surrounding area	√			
3. Dust Blinds, baseboards, window/door sills, under and behind radiators/air conditioners		√		
4. Dust television/AV Equipment, window ledges, displays and decorations		√		
5. High dusting, corners, fixtures, air vents			√	
6. Dust Light Fixtures			√	
7. Sanitize student desktops/tables & spot-clean heavy soil, markings or graffiti	√			
8. Clean white boards/trays		√		
9. Clean/sanitize sinks, counters and replenish paper towels and soap	√			
10. Remove/clean all marks, writing and graffiti from walls, doors and furniture	√			
11. Dust mop all hard surface floor	√			
12. Completely vacuum carpeted areas, moving furniture and rearranging as needed	√			
13. Sweep porches and steps of trailers	√			
14. Spot mop all hard surface floors removing all stains, bubble gum/candy and scuff marks	√			
15. Damp Mop entire floor		√		
16. Extract/shampoo all carpets				Annually
17. Top scrub, strip and recoat all hard surface floors				√
18. Buff hard-surface floors (per GCS Point of contact)				√
19. Clean restrooms inside classrooms (see attachment A – 2.)	√			

**Check windows for closure and security lock, lower and close blinds**

**Turn off all lights once work is completed and lock door (pull on door to make sure it is secure)**

**Report any maintenance issues such as burnt/flickering/loud light fixtures, faulty plumbing, stained ceiling tiles, damaged walls, etc.**

**ATTACHMENT A – 2.**

<b>Restrooms Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
1. High dusting, corners, fixtures, air vents, lights, duct work, walls, beams, sills remove all cob webs		√		
2. Remove all graffiti from walls, doors, partitions and surfaces(report to school non removable)	√			
3. Scrub/sanitize all walls, partitions, doors and vertical surfaces	√			
4. Sweep entire floor	√			
5. Scrub/sanitize sinks, showers, commodes and urinals (NO BUILD UP)	√			
6. Clean mirrors, bright surfaces	√			
7. Check and refill dispensers				
8. Empty rest room trash receptacles, clean inside and outside of receptacle container, replace soiled liners	√			
9. Mop entire floor using germicide	√			

**Check windows for closure and security lock, lower and close blinds**

**Turn off all lights once work is completed and lock door (pull on door to make sure it is secure)**

**Report any maintenance issues such as burnt/flickering/loud light fixtures, faulty plumbing, stained ceiling tiles, damaged walls, etc.**

**ATTACHMENT A -3.**

<b>Gymnasiums</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
1. Empty trash receptacles, clean inside and outside of receptacle container, replaced soiled liners	√			
2. Remove marks, graffiti, writing, and debris from walls/wall pads	√			
3. High dusting, corners, fixtures, air vents, lights, duct work, walls, beams, sills remove all cob webs			√	
4. * Dust mop hardwood floors, sports/vinyl floors * <b>Use dedicated untreated dust mop/no dust mop oil</b>	√			
5. Remove gum or any other substance from floors				
6. Spot mop hardwood floors, sports/vinyl floors	√			
7. Damp mop entire hardwood floors, sports/vinyl floors		√		
8. Auto Scrub hardwood floors, sports/vinyl floors (use a non-aggressive pad such as a white pad)		√		
9. Remove debris from floors and bleachers	√			
10. Damp wipe bleacher seats and bleacher treads		√		
11. Clean bleachers top and under, remove debris, mop/disinfect food and drink spills, remove graffiti, gum		√		
12. Buff hard-surface floors (VCT)		√		
13. Top scrub, strip and recoat all hard surface floors				√

**Check windows for closure and security lock, lower and close blinds**

**Turn off all lights once work is completed and lock door (pull on door to make sure it is secure)**

**Report any maintenance issues such as burnt/flickering/loud light fixtures, faulty plumbing, stained ceiling tiles, damaged walls, etc.**

**Attachment A – 4.**

<b>Auditoriums, Media Centers, Offices, lounges and conference rooms</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
1. Empty waste receptacles and damp-wipe them inside and outside, replace soiled liners	√			
2. Dust vents, walls, vertical surfaces, windows, blinds, sills, bookshelves, counter tops, furniture, base boards and other surfaces		√		
3. Dust lamps and light fixtures			√	
4. Remove marks, writing and graffiti from walls, doors, counter tops, cabinets and furniture	√			
5. Clean doors, glass, doorknobs and push-plates	√			
6. Completely vacuum carpet walk-off mats	√			
7. Completely vacuum carpeted areas, moving furniture and rearranging as needed		√		
8. Dust mop all hard surface floors	√			
9. Spot mop all hard surface floors, removing all stains and scuff marks	√			
10. Mop all hard surface floors		√		
11. Buff hard surface floors		√		
14. Top scrub, strip & recoat all hard surface floors				√
15. Extract/shampoo all Carpets				Annually
16. Clean any sinks or other rest room fixtures(seeA-2)	√			

**Check windows for closure and security lock, lower and close blinds**

**Turn off all lights once work is completed and lock door (pull on door to make sure it is secure)**

**Report any maintenance issues such as burnt/flickering/loud light fixtures, faulty plumbing, stained ceiling tiles, damaged walls, etc.**

**Attachment A – 5.**

<b>Entrance, lobbies and hallways (commons area)</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
1. Clean Baseboard			√	
2. Clean and sanitize water fountains	√			
3. Clean brass doorknobs, rails, push-plates, kick-plates and other brass trim		√		
4. Clean entrance-way glass	√			
5. Clean smudges and soil from glass partitions and doors	√			
6. Interior walk off mats vacuumed (if wet from rain mop underside with germicide, let air dry before returning mat to place)	√			
7. Completely vacuum carpeted areas, walk-off mats	√			
8. Dust vertical furniture surfaces, wall vents, and vertical wall		√		
9. Damp –wipe soiled wasted receptacles	√			
10. Dust windowsills, ledges, and furniture tops		√		
11. Dust mop floors	√			
12. Empty waste from receptacles and damp-wipe them inside and outside, replace soiled liners	√			
13. Spot-clean smudges on walls, door facings and doors		√		
14. Completely vacuum carpeted areas, moving furniture and rearranging as needed	√			
15. Extract/Shampoo all carpets				Annually
16. Dust mop all hard surface floors, removing all stains and scuff marks	√			
17. Top scrub, strip & recoat all hard surface floors				√
18. Auto scrub floors		√		
19. Buff hard surface floors		√		

**Check windows for closure and security lock, lower and close blinds**

**Turn off all lights once work is completed and lock door (pull on door to make sure it is secure)**

**Report any maintenance issues such as burnt/flickering/loud light fixtures, faulty plumbing, stained ceiling tiles, damaged walls, etc.**

**Attachment A – 6.**

<b>Cafeterias and Lunchrooms</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
1. Clean and sanitize drinking fountains	√			
2. Clean doorknobs, push-plates	√			
3. Clean glass partitions and doors	√			
4. Damp-wipe baseboards		√		
5. Clean baseboards			√	
6. Damp-wipe vertical surfaces within 12 feet of ground level with a disinfectant		√		
7. Empty waste receptacles	√			
8. Lift all Cafeteria tables	√			
9. Sweep and damp-mop floors, Put cafeteria tables back in place	√			
10. Machine scrub floors with germicidal disinfectant		√		
11. Scrub spots where soil is heavy	√			
12. Spot-clean walls and ceilings	√			
13. Scrub, strip & recoat all hard surface floors				√
14. Buff all hard surface floors		√		

**Clean any sinks and other rest room fixtures in the offices (see rest room schedule)**

**Check windows for closure and security lock, lower and close blinds**

**Turn off all lights once work is completed and lock door (pull on door to make sure it is secure)**

**Report any maintenance issues such as burnt/flickering/loud light fixtures, faulty plumbing, stained ceiling tiles, damaged walls, etc.**

**Attachment A – 7.**

<b>Locker rooms, Field House &amp; Offices</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
1. Clean shower heads, handles, and other washroom hardware using a germicidal disinfectant	√			
2. Damp-clean benches and furniture with germicide	√			
3. Dust mop and mop floor with germicide	√			
4. Empty and clean waste receptacles inside and outside, replace can liners	√			
5. High and low dusting horizontal surfaces		√		
6. Showers - Dust mop floor and clean drain	√			
7. Showers- Wet mop floors with germicidal solution	√			
8. Showers-wipe down walls with germicidal solution		√		
9. Spot-clean walls, furniture and lockers	√			
10. Clean baseboards			√	
11. Remove Graffiti (report non removable)	√			
12. . Deep clean floors using both a grout cleaner and disinfectant				√
OFFICES (see attachment A – 4)	√			

**Clean any sinks or other room fixtures in the offices (see restroom schedule)**

**Check windows for closure and security lock, lower and close blinds**

**Turn off all lights once work is completed and lock door (pull on door to make sure it is secure)**

**Report any maintenance issues such as burnt/flickering/loud light fixtures, faulty plumbing, stained ceiling tiles, damaged walls, etc.**

**Attachment A – 8.**

<b>Stairways &amp; Elevators</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
1. Completely mop/scrub brush treads clean		√		
2. Dust-mop, dust handrails and any windowsills or ledges		√		
3. Spot-clean walls	√			
4. Spot-mop treads that are heavily soiled	√			
5. Vacuum carpets and spot-clean as necessary	√			
6. Wipe railings with mild germicidal disinfectant	√			
7. Sweep floor	√			
8. Mop Floors	√			
9. Remove Graffiti (report non removable)	√			
10. Clean Smudges & soil from glass partitions	√			
11. Clean inside and outside of sliding doors	√			
12. Scrub the tracks of the doors		√		
13. Clean the ceiling lights and report any burnt bulbs		√		
14. Scrub, Strip & wax VCT/Terrazzo Treads and landings				√

**Check windows for closure and security lock, lower and close blinds**

**Turn off all lights once work is completed and lock door (pull on door to make sure it is secure)**

**Report any maintenance issues such as burnt/flickering/loud light fixtures, faulty plumbing, stained ceiling tiles, damaged walls, etc.**



## **ATTACHMENT B -1 FLOOR WORK**

Contractor will be required to maintain VCT and terrazzo flooring. This will also include but not limited to twice a year and what's outlined in attachment A:

- \* Contractor will propose cost to strip and wax during summer break and top scrub/recoat in December holiday break time (at times vendor will be required to be flexible when required work is preformed due to school activities /functions)
- In contractor's proposal for summer work- minimal 4 coats of floor finish in classrooms, offices, stairwells
- In contractor's proposal for summer work – minimal 5 coats of floor finish in hallways, cafeteria and multipurpose rooms
- In contractor's proposal for December work - this will be only for top scrubbing/recoat hallways, cafeteria and multipurpose rooms
- In contractor's proposal for Decembers work – top scrub with neutral cleaner and minimal two coats of floor finish

**\*All floor work will be done to the highest industries standards, which includes floors, stairs, thresholds, corners, edges, baseboards and scrubbing all bathroom floors. Contractor's proposal must factor in all the cost of moving any and all furniture to do required work. Contractor will prepare a plan and submit it to the GCS point of contact before floor work is started. Also, Contractor will coordinate floor work plan/schedule with schools administrators for moving classrooms furniture, summer programs, deadlines, etc... Contractor is required to use floor stripper and floor finish that is provided by GCS maintenance department for both December and summer floor work. The contractor is also responsible for all the necessary equipment for floor care (scrubbers/auto scrubbers, wet vacuums, buffers, brooms, wet/dust mops, pads, etc.) GCS point of contact will determine the amount of floor chemical that is necessary for each school.**

**All Floor Work in December and Summer must be done by:**

**DECEMBER – Start beginning of holiday break, End -January 1<sup>st</sup>**

**SUMMER – Start after staff leave for summer break, END two weeks prior to teachers and staff returning**

**ATTACHMENT B -1**

<b>Schools</b>	<b>Summer Floor Care</b>	<b>Dec. Floor Care</b>	<b>Total for Both Services</b>
Swann MS			

**Bidder's name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT B -2 Contract Custodian Daily Cost for extra duty**

<b>Schools</b>	<b>Daily Cost For Custodian</b>
Swann MS	

**Bidder's name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT C

### Employee Work Rules

All contractor's employees including supervisors must abide by the following rules at all times when on GCS property:

- A. The contractor's employees must wear, at all times, an identification badge clearly identifying the person's name and the vendor name.
- B. The contractor's employees must sign in when beginning work and sign out when leaving work as designated by the GCS Point of Contact.
- C. The contractor's employees will not disturb any personal property, papers, boxes, or other materials except materials in trash receptacles or designated areas for trash, or unless such material is properly identified as trash.
- D. The contractor's employees must immediately report any damage done to property to the GCS Point of Contact.
- E. The contractor's employees will not clean or move any computer or office machine unless directed to do so by the GCS Point of Contact.
- F. The contractor's employee will not engage in idle or unnecessary conversation with GCS employees or visitors in the building and will not loiter in any areas where cleaning is complete. Employees will refrain from using the telephone.
- G. The contractor's employees will not remove any article or material from the premises, regardless of the value or regardless of any other employee's permission. This is to include the contents of or any item found in the trash containers in or around the premises. All trash will be put into dumpsters as designated by the GCS Point of Contact.
- H. The contractor's employees will not be under the influence of alcohol or illegal drugs.
- I. The contractor's employees will refrain from using tobacco products of any type while on the premises.

**ATTACHMENT D**

**Insurance Requirements**

**A. Commercial General Liability**

Successful contractor will be required to provide proof of bodily and injury and property damage liability that will protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of Services described in this RFP, whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance will not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance will include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision in Section eleven (11) of this RFP.

**B. Automobile Liability.**

Successful contractor will be required to provide proof of bodily injury and property damage liability coverage all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

**C. Workers Compensation**

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employers and owners.

**D. Commercial Crime Policy**

Providing blanket employee dishonesty coverage at a limit of \$25,000 per any one occurrence.

**E. Fidelity Bond**

Contractor will purchase an employee dishonesty bond for limits of not less than \$1,000,000 per occurrence, covering all employees.

Guilford County Schools must be named as an additional insured under the commercial general liability insurance for operations or Services rendered under this contract.

Upon award of contract, the contractor must furnish to GCS certificates of all required insurance. The certificates will contain the provision that Guilford County Schools will be given 30 days written notice of any intent to amend or terminate by either the insured or the insuring vendor.

**F. If any part of the work under this contract is sublet, the subcontractor will be required to meet all insurance requirements set forth in the contract. The parties stipulate that the Service Provider will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. Nothing contained herein will relieve the vendor from meeting all insurance requirements or otherwise being responsible for the subcontractor.**

**ADD ATTACHMENT E - Health Certificate**

**ADD ATTACHMENT F – Employee Handbook**

**ATTACHMENT G**

**ADDENDA RECEIPT CONFIRMATION FORM  
Must Be Attached To Proposal Pricing Submittal Form**

<b>ADDENDUM #:</b>	<b>DATE:</b>

**I certify that the above Addenda were received and considered in preparation of this Proposal, and that the proposal complies with the General and Specific Specifications and conditions issued by GCS except as clearly marked in the attached copy.**

\_\_\_\_\_  
**(Please Print Name)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Contractor Name**

**ATTACHMENT H**

**PROPOSAL PRICING SUBMITTAL FORM**

For all Services listed as described in detail in the Scope of Services, and to be billed on a monthly basis, the following Proposal is submitted:

**Price Per Day x 180 School Days + Floor Care (December & Summer) = Total Cost**

<u>School Name</u>	<b>Price Per Day</b>	<b>Times 180 days or Days left in school year</b>	<b>Plus Floor Care</b>	<b>= Total Cost</b>
Swann MS				

**Submitted By:**

Contractor Name \_\_\_\_\_

Typed or Printed Name and Title of authorized person \_\_\_\_\_

Signature of authorized person \_\_\_\_\_

Address \_\_\_\_\_

County/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_  
(Area Code) Telephone Number

Facsimile: \_\_\_\_\_  
(Area Code) Telephone Number                      E-Mail Address

**ATTACHMENT I**

**CUSTODIAL SERVICES REFERENCES**

**Please type or print a summary of your response below**

<b>Reference One vendor</b>	
Contractor Name:	
Contact Name:	
Phone Number:	
E-mail:	
<b>Reference Two vendor</b>	
Contractor Name:	
Contact Name:	
Phone Number:	
E-mail:	
<b>Reference Three vendor</b>	
Contractor Name:	
Contact Name:	
Phone Number:	
E-mail:	
<b>Reference Four vendor</b>	
Contractor Name:	
Contact Name:	
Phone Number:	
E-mail:	
<b>Reference Five vendor</b>	
Contractor Name:	
Contact Name:	
Phone Number:	
E-mail:	



## ATTACHMENT J

### INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. The Guilford County Schools (GCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
  - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
  - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **STATEWIDE TERM CONTRACT:** A term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
  - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** GCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

13. **REFERENCES:** GCS reserves the right to require a list of users of the exact item offered. GCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
  - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
  - Any applicable taxes shall be invoiced as a separate item.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to GCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by GCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by GCS or the bidder, GCS reserves the right to accept any item or group of items on a multi-item bid. In addition, on TERM CONTRACTS, GCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by GCS to be pertinent or peculiar to the purchase in question.
- All contracts are awarded contingent upon the availability of funds.**
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, GCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the GCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become GCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the State Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/PandC/>. **All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.**
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.

22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

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

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

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

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

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

1. Child Molestation or Abuse or indecent liberties with a child;
2. Rape;
3. Any Sexually Oriented Crime;
4. Drugs: Felony use, possession or distribution;
5. Murder, manslaughter or other death related charge; or
6. Assault with a deadly weapon or assault with intent to kill.

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

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

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

## GENERAL CONTRACT TERMS AND CONDITIONS

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

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

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** GCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for GCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. 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:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - 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:
- 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.
  - 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.)
  - 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. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
19. **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 purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. 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 the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice.

Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

**CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.**

21. **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.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **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.