

	<p align="center"><b>GUILFORD COUNTY SCHOOLS</b></p> <p align="center"><b>Request for Proposals</b></p> <p align="center">Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
<p><b>Direct all inquiries to:</b></p>	<p><b>Request for Proposals: 6596</b></p>
<p><b>Jarrod Ross</b></p>	<p><b>Proposal due date: 10/20/2023</b></p>
<p><b>rossj3@gcsnc.com</b></p>	<p><b>Commodity: Electrical Maintenance</b></p>

**NOTICE TO BIDDERS**

Proposal subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until **1:00 PM EDT** on the day of opening for furnishing and delivering the commodity as described herein. Bids submitted via **facsimile (FAX) machine** in response to this Request for Proposals **will not be accepted**.

**EXECUTION**

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

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

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

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

## **1.0 PURPOSE AND BACKGROUND**

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Periodic comprehensive Electrical service repairs, inspections, installations, and 24-hour emergency repair service for various Electrical systems may be required. The equipment to be serviced and maintained includes, but is not limited to, fuses, breakers, panels, branch circuits, light switches, receptacles, exhaust hood fans, motors, and all other Electrical system equipment. The equipment is of various manufacturers. The company needs to provide trained and licensed Lead techs for these Electrical repairs and be able to provide backup documentation on the lead techs if asked.

## **2.0 GENERAL INFORMATION**

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

### **TAXES**

Do **NOT** include NC State sales tax in proposal amount. Tax will be added to materials only as an additional item and will be invoiced as a separate line item.

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

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

### **INSURANCE**

#### **Certificate of Insurance**

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

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

#### **Public Liability Insurance**

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

1.A combined single limit (CSL) of \$1,000,000 each occurrence, or

2.A \$1,000,000 limit for Bodily Injury Liability, and \$1,000,000 limit for Property Damage Liability.

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

### **Worker's Compensation Insurance**

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

### **Terms and Conditions**

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

## **3.0 SPECIFIC INFORMATION**

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### **BID QUESTIONS**

Upon review of the RFP documents, vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the proposal questions process, vendors shall submit any such questions by **12 noon EST on Friday, October 13, 2023**.

### **Instructions:**

Written questions shall be emailed to **Jarrold Ross at rossj3@gcsnc.com** by the date and time specified above. Vendors will enter "RFP # 6596 – Questions" as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

<b>Reference</b>	<b>Vendor Question</b>
RFP Section, Page Number	Vendor question...?

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

## **PROPOSAL SUBMITTAL**

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein. **One (1) Original, (1) copy, and an email (digital copy) of the proposal response to be labeled 'RFP 6596 Response' as the subject of the email.** The hard copies should be addressed in an envelope with the RFP number as shown below: It is the responsibility of the bidder to have the bid in the Guilford County Schools Purchasing office by the specified time and date of opening.

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

***\*Please be advised that if the original, hard copy of the proposal response is not received in the Guilford County Schools Purchasing Department before the due date and time, regardless of receiving the email version, the proposal will not be considered. We are only asking for an email version to have a digital copy for our records. \****

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

## **MAILING INSTRUCTIONS**

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

RFP No. 6596

Jarrold Ross

Guilford County Schools

Purchasing Department

501 W. Washington Street

Greensboro, NC 27401

**BRAND NAME**

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

**REFERENCES**

See Pages 16-18 of Scope of Work Document.

**WARRANTY**

See section Warranty of Materials and Workmanship in Scope of Work

**TRANSPORTATION CHARGES**

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

**CONTRACT TERM**

The contract will be for a period of one year, with the option to renew for four (4) additional one- year period. If pricing and terms are satisfactory to both parties.

## **4.0 AWARD AND BID EVALUATION**

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### **REVIEW AND AWARD**

It is the intent of Guilford County Schools (GCS) to award this Request for Proposals to the responsible proposer who best matches the needs of Guilford County Schools Building Services Department. Guilford County Schools reserves the right to reject any or all proposals presented and to waive any informalities and irregularities. Award of this proposal may be in whole or in part as deemed to be in the best interest of GCS. All projects are awarded contingent upon funding. No proposal may be withdrawn after the scheduled closing time for the receipt of bids for a period of **120 days**.

### **EVALUATION CRITERIA**

All qualified Proposals will be evaluated, and award will be made based on consideration of the following criteria; the lowest responsive, responsible proposer or best value analysis. GCS, at its sole discretion, will select the proposal which best fulfills our requirements and provides the best value to GCS. Proposals received from vendors by the closing deadline will be evaluated by the GCS Purchasing Department and the Maintenance Department.

- All Proposals will be evaluated on completeness of response, experience/qualifications, references, cost, emergency response time, inspection reports and performance history (if available) with GCS.
- GCS may request additional information from contractors to clarify elements of their proposal. Contractors will be notified by GCS Purchasing or Maintenance.
- GCS reserves the right to make independent investigations as to the qualifications of the contractor. Such investigation may include contacting existing customers.



## **ATTACHMENT I: SUPPLEMENTAL VENDOR INFORMATION**

### **HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, THE STATE invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and nonprofit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact [the North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business?  Yes  No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

## **5.0 INVITATIONS FOR BID DOCUMENT**

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### **Guilford County Schools**

### **Request for Proposals Electrical Repair and Maintenance Services**

### **SCOPE OF ELECTRICAL REPAIR AND MAINTENANCE SERVICES.**

#### **OVERVIEW**

The Guilford County Schools Building Services Electrical Dept. maintains more than 128 school sites and additional administration buildings.

No representation or guarantee is made regarding the quantity of work to be awarded under any as-needed service contract. A Company may be awarded multiple tasks or none. The Building Services Electrical Dept. may solicit a quote for Services from one or more companies prior to assigning an individual project. No portion of this contract shall be subcontracted without prior written consent of GCS Building Services Electrical Dept.

The Company will be issued a site-based work Order with details concerning the services to be provided by the Company and it should also reflect on the final invoice.

#### **SCOPES OF WORK**

Periodic comprehensive Electrical service repairs, inspections, installations, and 24-hour emergency repair service for various ELECTRICAL systems may be required. The Company shall, as assigned:

- Perform routine Electrical maintenance to ensure the School district buildings air conditioning and heating systems are working correctly,
- Perform planned and unplanned service and repairs to the Electrical systems.
- Provide Electrical installation services if needed.

The equipment to be serviced and maintained includes, but is not limited to, motors and starters, valves, compressors, split systems, exhaust fans, gas fired unit heaters, boilers, package units, forced air systems, and critical cooling systems. The equipment is of various manufacturers. The company needs to provide trained and licensed Lead techs for these Electrical repairs.

And be able to provide backup documentation on the lead techs if asked.

#### **Repair Service <Non-Emergency>**

The Company shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory performance of repair servicing various Electrical systems. The Company shall be required to provide a quote or not-to-exceed (NTE) estimate of the cost and descriptive information of the necessary repairs to the ELECTRICAL Supervisor. No repairs are to be performed until specifically authorized to do so by the Supervisor.

#### **On-Call Repair Service <Emergency>**

If deemed an emergency by the Electrical Supervisor, the Company shall provide service within two (2) hours of the time of the call. If the Company is unable to meet this time parameter, the GCS Building Services Electrical Dept. reserves the right to call another vendor to provide the needed services.

#### **ELECTRICAL Installation Services**

The Company shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory installation of various ELECTRICAL components or systems. The Company shall be required to provide a cost quote and descriptive information

#### **EQUIPMENT**

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

#### **HAZARDOUS MATERIALS**

If the Company encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the GCS Building Services Health & Safety Dept. @336-370-2387

#### **MATERIALS AND EQUIPMENT STORAGE**

The Company shall be responsible for locating and providing storage areas for materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the ELECTRICAL Supervisor Such restoration shall be at no additional cost to

the Guilford County Schools System.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Guilford County Schools System responsible in anyway for the occurrences of the same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

### **PROJECT LOCATION INSPECTIONS**

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will always be maintained by the Company. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the ELECTRICAL Supervisor on a continual basis. Any condition or situation deemed by the Supervisor to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the Supervisor may note whether each Project location is satisfactory or unsatisfactory.

### **PROTECTION OF PROPERTY**

Company shall be responsible for providing and placement of barricades, flag tape and any other safety equipment required to protect the schools and Kids / employees in the work area. Company shall be responsible for the security of its equipment and materials.

### **SAFETY**

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

### **STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL**

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the Guilford County Schools System. The ELECTRICAL Supervisor has the right to require any additional personnel that Building Services deems necessary to complete the Project. The ELECTRICAL Supervisor also has

the right to require removal and replacement of any personnel deemed unsatisfactory by Guilford County School System. Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must always be worn.

## **SUPERVISION**

One competent English-speaking individual shall always be available to supervise the work. This individual shall be a full-time employee of the Company and shall be experienced in the type of work being performed. Additionally, the individual shall be fully capable of managing, directing, and coordinating the work; reading and thoroughly understanding the Contract; and receiving and carrying out directions from the HYAC Supervisor. This individual shall be reachable via cell phone during normal business hours (Monday- Friday, 7:30AM to 5:00 PM).

## **WARRANTY OF MATERIALS AND WORKMANSHIP**

All materials and equipment provided shall be listed and labeled for the purpose intended and must be in good working order. All work provided shall have, as a minimum, a one (1) year warranty from the date of final acceptance against any latent defects, materials, workmanship, and installation. All materials used shall be new and work must be performed by skilled tradesperson(s).

## **WORKING HOURS**

Routine operations shall generally be performed between the hours of 7:30AM to 5:00 PM, Monday through Friday, except for GCS observed holidays. Emergency or non-routine work shall be performed as necessary with prior approval from the GCS ELECTRICAL Supervisor.

## **ELECTRICAL Repair and Maintenance Services**

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. Please include the **Your Price Proposal must reflect all costs for which the GCS Building Services ELECTRICAL dept. will be responsible.**

For purposes of this RFP, assume an initial term of one (1) year, with the

GCS Building Services having an option to renew for four (4) additional one-year terms.

All Unit Prices include all labor, materials, equipment (owned or rented), transportation, and necessary hand tools required by the ELECTRICAL Repair and Maintenance trade, as well as any other expenses of having the workers on the job site. Labor and equipment rates include overhead and profit. The Company shall pay for any required building permits and should

The Building Services Electrical Department reserves the right to prepare an individual Scope of Work and require a proposal with complete breakdown of labor cost for each Service consistent with the prices established below. The Building Services Dept. may solicit a quote for Services from one or more companies prior to assigning an individual Service or project.

<b>DESCRIPTION</b>		Regular Rate
		\$
Trip Charge (mobilization fee)	\$	Overtime Rate
		\$

## COMPANY'S BACKGROUND RESPONSE

### ELECTRICAL Repair and Maintenance Services

Companies shall complete and submit the forms below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

1. Provide company licensing information.  <i>Companies that do not have an appropriate license from the North Carolina State Board of Examiners of Plumbing, Heating &amp; Fire Sprinkler Contractors will not be considered for contract award.</i>	NC ELECTRICAL License - Check applicable box and provide information.  <input type="checkbox"/> Yes. <u>License Number:</u>
	<u>Classification:</u>
	<u>Expiration Date:</u>
	<input type="checkbox"/> No.
2. When was your company established? How many years have you been in business providing Electrical repair and maintenance services?	<u>Year established:</u>
	<u>Number of years providing ELECTRICAL services:</u>
3. How many qualified company employees are available to provide the services?	<u>Number of employees:</u>
4. Are you able to provide on-call services 24 hours a day, 7 days a week for emergency calls?	<input type="checkbox"/> Yes. What is your maximum response time to an emergency call?
	<input type="checkbox"/> No.

<p>5. Have you been involved in any litigation in the past 5 years?</p>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. <u>Explain:</u></p>
<p>6. Are you willing to submit all proposed personnel for a strict CMPD background check?</p>	<p><input type="checkbox"/> Yes.</p> <p><input type="checkbox"/> No.</p>
<p>7. Does your Company have experience with Building Automation and ELECTRICAL Controls Interlock Wiring /low voltage wiring?</p>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. <u>Explain:</u></p>
<p>8. Please check applicable boxes to indicate which services your Company is qualified for and wouldlike to provide:</p>	<p><input type="checkbox"/> Routine ELECTRICAL maintenance</p> <p><input type="checkbox"/> Service and repairs</p> <p><input type="checkbox"/> ELECTRICAL installation services</p>

List staff with documented licenses and other credentials:

1. NAME OF LICENSE/CERTIFICATION:

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Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date/ Expiration Date:	

2. NAME OF LICENSE/CERTIFICATION:

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Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date/ Expiration Date:	

3. NAME OF LICENSE/CERTIFICATION:

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Name of Individual:	
Working Title with Company:	
Certification Issued By:	
License/Registration/Certification #:	
Effective Date/ Expiration Date:	

**REFERENCES**

**ELECTRICAL Repair and Maintenance Services**

Companies shall complete the form below. The GCS Building Services preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

**REFERENCE 1**

**Name of Client:** \_\_\_\_\_ **Main Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_ **Contact E-mail:** \_\_\_\_\_

**Service Dates:** \_\_\_\_\_

**Summary & Scope of Project:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contract Value:** \$ \_\_\_\_\_ **Number of Client Employees:** \_\_\_\_\_

**REFERENCE 2:**

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_ Number of Client Employees: \_\_\_\_\_

**REFERENCE 3:**

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_ Number of Client Employees: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

## GENERAL CONTRACT TERMS AND CONDITIONS

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

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

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** GCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for GCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save GCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e.,

the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
  - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
  - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all e-procurement purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by GCS. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by GCS under this contract.
19. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.
20. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
21. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
  - a. **Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such

notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.

b. **Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.

c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.