



**GUILFORD COUNTY SCHOOLS**  
**Request for Proposals**  
**RFP# 6310 CONTRACTED**  
**TRANSPORTATION SERVICES**  
**SCHOOL YEAR 2021/2022**

Purchasing Department  
 501 W. Washington Street  
 Greensboro, NC 27401

<b>Direct all inquiries to:</b>	<b>Request for Proposals.: RFP# 6310</b>
Cynthia Bryant, Purchasing Agent	<b>Bid due date: May 24, 2021 1:00PM</b>
<a href="mailto:Bryantc2@gcsnc.com">Bryantc2@gcsnc.com</a> 336-339-1282	<b>Commodity: Transportation Services</b>

### **NOTICE TO BIDDERS**

Proposals, subject to the conditions made a part hereof, will be received by **email to [bryantc2@gcsnc.com](mailto:bryantc2@gcsnc.com)**, and **one copy delivered** to Guilford County Schools Purchasing Department 501 W. Washington Street, 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 bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this 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 bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids will not be accepted.**

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

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

## 1.0 PURPOSE AND BACKGROUND

Guilford County Schools plans to contract with one (1) or more transportation services carriers to provide student transportation to and from school facilities for the 2021-2022 school year. GCS is seeking firms whose combination of experience and personnel will provide timely, cost-effective and quality professional services.

## 2.0 GENERAL INFORMATION

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

### **TAXES**

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

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

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

### **INSURANCE**

#### **Certificate of Insurance**

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

All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. The award of a contract under this solicitation may be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders,

FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

### **3.0 SPECIFIC INFORMATION**

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#### **PRE-BID CONFERENCE**

A **Mandatory virtual pre-bid** conference will be held on, Wednesday, May 5, 2021 at 1:00 PM. Each Vendor interested in participating on this bid opportunity is required to attend. Cynthia Bryant is inviting you to a scheduled Zoom meeting.

Topic: Pre-Bid

Time: May 5, 2021 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://gcsnc.zoom.us/j/97720052574?pwd=WWRQNDM4cWhrR05UdUVnaUxLUVR5Zz09>

Meeting ID: 977 2005 2574

Passcode: 266789

One tap mobile

+13017158592,,97720052574#,,,,\*266789# US (Washington DC)

+13126266799,,97720052574#,,,,\*266789# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 977 2005 2574

Passcode: 266789

Find your local number: <https://gcsnc.zoom.us/j/97720052574?pwd=WWRQNDM4cWhrR05UdUVnaUxLUVR5Zz09>

#### **BID QUESTIONS**

Upon review of the RFP documents, vendors may have questions to clarify or interpret the RFP to submit the best bid possible. To accommodate the bid questions process, vendors shall submit any such questions by Monday, May 10, 2021 to [bryantc2@gcsnc.com](mailto:bryantc2@gcsnc.com) by 1:00PM..

#### **Instructions:**

Written questions shall be emailed to Cynthia Bryant [bryantc2@gcsnc.com](mailto:bryantc2@gcsnc.com) by the date and time specified above. Vendors will enter “RFP #6310– 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:

Reference	Vendor Question
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. Addendums are posted at [www.gcsnc.com](http://www.gcsnc.com) click Departments, click Purchasing, on left side of Purchasing Page see Bid Solicitations (current).

### **BID SUBMITTAL**

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, **One (1) email copy** shall be received at the email address [bryantc2@gcsnc.com](mailto:bryantc2@gcsnc.com). By the date and time described herein. **One (1) Original copy** shall be received per the mailing instructions below.

### **MAILING INSTRUCTIONS**

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein. **One (1) Original copy** 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. **One (1) email copy** of the proposal sent to [bryantc2@gcsnc.com](mailto:bryantc2@gcsnc.com) is required to be received by the date and time described in this document (May 24, 2021 by 1:00PM).

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

Attempts to submit a bid via facsimile (FAX) machine, or telephone, 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. 6310  
Cynthia Bryant, Purchasing Agent  
Guilford County Schools  
Purchasing Department  
501 W. Washington Street  
Greensboro, NC 27401

## **REFERENCES**

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

## **TRANSPORTATION CHARGES**

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

## **4.0 AWARD AND BID EVALUATION**

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

### **EVALUATION CRITERIA**

All qualified bids will be evaluated, and award will be made based on consideration of the following criteria:

Qualifications Packages will be evaluated on the ability to meet requirements of this Request for Proposals (RFP). Qualified proposals will be evaluated according to RFP pricing (75%), experience and professional reputation (25%). Awards will be based on **Best Value and Quality of Service**.

## 5.0 INVITATIONS FOR BID DOCUMENT

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The Qualifications Package should consist of a Letter of Interest and the two tabbed sections described below. Due to demands on the time of the Selection Committee members, please limit your submittal to 25 pages, 8.5" x 11" format (cover letters of interest, table of contents, tabs or dividers are not included in the count). Longer submissions may be removed from consideration. The Letter of Interest must identify a contact person for questions during the bidding process and provide contact information including telephone number, fax, email and postal address.

### TAB ONE: INFORMATION ABOUT THE CARRIER

Please provide the information requested in the following order under Tab One:

1. Identify the legal entity that would enter into the contract with GCS and include location of carrier's headquarters, local office location, type of business (sole proprietorship, corporation, partnership, limited liability company, etc.), state of incorporation or organization and Federal Employer Identification Number, and the name and title of the person(s) authorized to enter into a binding contract with GCS.
2. Provide an organizational chart identifying the names and titles of the team member assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members. Please indicate the geographical location of any team member whose office is outside Guilford County.
3. State any conflicts of interest your firm or any key individual may have with GCS, GCS employees or Board of Education members. (see District Board of Education Policy 8305 on the GCS website for additional information regarding GCS conflict of interest policies).
4. Published Fee Schedule:
  - a. Provide a per student rate fee or per day vehicle rate for vans & mini buses. (See attachment page 8)
5. List contracts currently being performed or performed in the past five (5) years by your firm or related firm(s) for GCS, showing the GCS department or division, date of contract, amount of yearly fee received and descriptions of any unresolved claims or disputes with GCS.
6. Provide three (3) reference letters from school districts and/or agencies where similar services have been performed. References shall list name of school district and/or agency, a contact name, contact phone number and email address.
7. Provide Company Policies. Must include Random Drug Testing Policy, Post accident Alcohol and Drug Screen Policy and Dress Code Policy.
8. Provide company name, contact name, contact phone number and email address for company that performs Criminal Records Background Checks.
9. Provide quantity of each vehicle type available for service.

## TAB TWO: INFORMATION REGARDING THE SERVICES

Please provide the requested information in the following order under Tab Two:

1. Indicate the number of professional staff available and qualified to perform services. Include detailed background information for each key member of the team including:
  - Person's name;
  - Job Classification;
  - Roles and responsibilities;
  - Professional registrations and certifications listing applicable state(s);
  - Office location;
  - Years of service with the carrier; and
  - Present and anticipated workload and ability to handle additional transportation services for the next twelve (12) month period.
2. Litigation History- Include a statement detailing whether the carrier is currently in litigation or has been in litigation in the past five (5) years. If there is litigation history, please explain each occurrence and the circumstances with the outcome.

## ADDITIONAL INFORMATION ABOUT THIS PROPOSAL

### Selection Committee

A selection committee will evaluate the information submitted. Interviews with short-listed carriers are anticipated but may not be held at the option of the Selection Committee. Please do not contact any GCS staff member other than the designated contact person (Shayla Parker by email only) regarding the project contemplated under this RFP while the RFP is open, and a selection has not been finalized. Any attempt to do so may result in disqualification of the carrier's submittal for consideration.

### Public Records

Upon receipt by GCS, your Qualifications Package becomes the property of GCS and is considered a public record under Chapter 132 of the North Carolina General Statutes (North Carolina Public Records Laws), with the exception of any information designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to GCS and that meets the conditions of N.C.G.S. § 132-1.2(1). In accordance with N.C.G.S. 132-1.2(1), however, confidential materials may not be subject to disclosure under the NCPRL if they meet all of the following conditions: (1) constitutes a "trade secret" as defined by G.S. 66-152(3); (2) are the property of a private "person" as defined in G.S. 66-152(2); (3) are disclosed or furnished to the public agency in connection with the carrier's performance of a public contract or in connection with a bid, application, proposal, industrial development project, or in compliance with laws, regulations, rules, or ordinances of the United States, the State, or political subdivisions of the State; and (4) are designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to the public agency.

Your Qualifications Package will be reviewed by GCS's Selection Committee, as well as other GCS staff and members of the general public who submit public records requests. To designate material as a trade secret as defined in N.C.G.S. § 66-152(3) under these circumstances, each carrier must take the following precautions: (a) any trade secrets submitted by a carrier 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 Qualifications Package,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Qualifications Package, each carrier 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 Selection Committee or who are hired by GCS to assist in the selection process.

Furthermore, each firm agrees to fully indemnify and hold harmless GCS and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with any lawsuit that may be filed against GCS seeking disclosure under the NCPRL of any information or material that the carrier has designated as a “Trade Secret” or “Confidential Proprietary Information” in the proposal package. Any carrier that designates its entire Qualifications Package as a trade secret or as confidential may be disqualified from the selection process.

#### Clarification of Submittal

GCS reserves the right to obtain clarification of any point in a carrier’s proposal or to obtain additional information.

#### Conditions and Reservation

GCS expects to select one (1) or more carriers but reserves the right to request substitutions of subcontracts identified in a carrier’s proposals. GCS reserves the right to reject any or all responses to the Proposal, to advertise for new Proposal responses, or to accept any Proposal response deemed to be in the best interest of GCS. GCS reserves the right to waive technicalities and informalities.

A response to this proposal should not be construed as a contract, nor indicate a commitment of any kind. The proposal does not commit GCS to pay for costs incurred in the submission of a response to this Proposal or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this Proposal process concerning your carrier shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of GCS unless GCS and the carrier execute a final, binding contract.

Carriers shall meet the requirements of all Federal, State and Local laws, regulations and rules applicable to their business.

#### Contact Information

Please direct all questions and requests for information to Cynthia Bryant, no later than Monday, May 10<sup>th</sup>, 2021 by email to [bryantc2@gcsnc.com](mailto:bryantc2@gcsnc.com)

Guilford County Schools has a mission to provide transportation in the safest and most efficient manner for each individual student. Thank you for helping to make this possible as Guilford County Schools appreciates your interest in providing contract transportation services.

CONTRACT TRANSPORTATION  
SCHOOL YEAR 2021-2022

Item	Description	Quantity	Unit	Total Cost
1	Transport any student	One (1) student	From Home to School	
2	Transport any student	One (1) student	Round Trip	
3	Price per vehicle (minivan)	One (1) student	Daily Rate	
4	Price per vehicle (mini bus)	One (1) vehicle	Daily Rate	
5	Safety Assistant	One Attendant	Daily Rate	

Carrier Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

SPECIFIED TERMS AND CONDITIONS  
FOR  
CONTRACT TRANSPORTATION

**\*\*\*This document provides a model of the minimum contract terms required by the Guilford County Schools Board of Education for contract transportation services. GCS reserves the right to add, modify, or change any terms in this model contract as a part of any negotiation with a selected carrier.\*\*\***

This agreement is made and entered into this day of \_\_\_\_\_, 2021 between the Guilford County Schools Board of Education and \_\_\_\_\_.

The intent and purpose of these specifications is to provide for the safe and efficient transportation of students. Carriers shall be responsible for remaining in compliance with all specifications. Each Carrier acknowledges that he has reviewed the specifications and has considered and accepted them in their entirety.

Title IX of the United States Code states that “no person in the United States shall, on the basis of sex, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance. Guilford County Schools receive federal financial assistance; therefore, each contractor’s bid must contain a copy of the contractor’s policy on training for recognition of and treatment of sexual harassment.

1. Service Area Description

The transportation service area shall be Guilford County, North Carolina and some surrounding areas.

2. Period of Service

Carrier(s) will be expected to provide services for the 2021-2022 school year pursuant to these specifications and with the understanding that they have no guarantee of ridership or terms of service. An option clause is hereby included that, if agreeable with both parties, the contract may be extended for four additional 12-month periods.

3. Cancellation of Pickup

Pickup of student(s) at home must be cancelled by the parents and/or the Transportation office no less than one-hour prior to scheduled pickup time. If you go by the designated stop location for two consecutive days and the child does not ride you must contact the Transportation office. After the two days, payment will be stopped until otherwise notified by Transportation office.

4. Hours of Service

Service shall be made available by the Carrier(s) between the hours of 5:30 a.m. until 6:30 p.m. Contract transportation services may occasionally be needed in the evening between the hours of 6:30 p.m. and 9:00 p.m. However, it is also recognized that emergencies, inclement weather conditions and other causes may necessitate transportation services outside of the time period set out above. In the event that school is closed or dismissed early due to inclement weather or other emergencies, the Executive Director of Transportation

(or designee) will notify the contractor of the Superintendent's decision to change the schedule. Carrier(s) are also advised to listen for school closing announcements that are broadcast over local radio and television networks. The GCS website (www.gcsnc.com), Facebook page and local GCS cable channel 4 may also be used as sources of information. The agreed upon rates paid to the Carrier(s) will remain the same for such trips.

Once schedules for students are established, it is the responsibility of the Carrier(s) to have vehicle(s) and driver(s) at the designated location five (5) minutes prior to the scheduled time.

5. Parent Notification

Upon assignment to a contract transportation route, it is the Carrier's responsibility to notify the parent/guardian of the pickup time, drop off time, vehicle number and telephone number that the parent/guardian should call to report a student's absence or to check on vehicle status. The vendor will be required to equip all vehicles with GPS monitoring devices with live web-based tracking software. The devices shall be capable of reporting vehicle location, student ridership and bus tracking application for parents and students.

6. Routing/Capacity of Vehicles/ Restraints

All routes are subject to verification by the Transportation Office. GCS shall retain the right to determine the capacity of each vehicle and which students are paired in any given vehicle. Students shall not be permitted to ride in a rear-facing seat of any vehicle. **The Carrier shall not reassign students without prior written permission from the GCS Transportation Office.**

Restraints other than seat belts that are required will be provided by GCS. When GCS provided restraints (safety vests) are no longer needed, they shall be returned to GCS Transportation Department. The cost of any restraint (safety vest) not returned to GCS by the end of the third day after the last scheduled school day for student shall be deducted from the final payment to the carrier.

7. Direct Routing

Students shall be transported to their schools, as per predetermined route, in the morning and home in the afternoon, without any unscheduled stops except for driver- recognized emergencies. Drivers may not deviate from an assigned route except in an emergency situation. **Stopping for fuel, at a convenience store, drive-thru, restaurants, bank, etc. is strictly prohibited.** Any route changes recommended by a driver, a school administrator, a parent or member of the community will be referred to GCS Zone Routing Specialist for approval prior to implementation.

8. Operations Exception Reporting

Each school day the Carrier is required to immediately notify the Transportation Service Center of any delays that has occurred that will cause the student(s) being transported to be more than fifteen (15) minutes past their scheduled arrival/dismissal time at school. It is the responsibility of the Carrier to notify the schools of the delay.

9. Reporting Accidents

In the event of an accident or incident involving a GCS student being transported under the terms of this contract, or, and accident involving a vehicle operated by the Carrier while performing their obligations under this contract, the Carrier shall:

- a. Immediately report the vehicle accident to a local law enforcement agency requesting emergency medical services if necessary.
- b. Report the accident or incident to GCS Executive Director of Transportation immediately at (336) 370-8920. (See Note Below.)
- c. Do not notify schools or parents. The GCS Executive Director of Transportation or (designee) is responsible for this action.
- d. Do not leave the scene of the accident until approval from GCS Transportation official unless immediate medical attention is necessary.
- e. Provide substitute driver and/or bus if requested by the GCS Executive Director of Transportation to transport remaining students. Such transportation shall be cleared by GCS Executive Director of Transportation (or designee) before students leave the scene of the accident.
- f. Ensure drug/alcohol testing is performed in accordance with Section 19 of these specifications. Results shall be forwarded to GCS Executive Director of Transportation within twenty-four (24) hours of receipt from the testing agency. Drivers shall be removed from service until drug/alcohol testing results have been confirmed.
- g. Provide a complete written report of the accident or incident and send to GCS Executive Director of Transportation within two (2) calendar days of the accident.

**NOTE:** When the Carrier notifies GCS Executive Director of transportation of an accident, the Carrier must provide all known information, to include location of accident, extent of student injuries if known and assurance of notification to appropriate law enforcement authorities. GCS Executive Director of Transportation reserves the right to subsequently inspect any vehicle involved in any accident. However, the contractor must acknowledge, in his/her bid, that such inspection by the district shall not be considered a substitute for, nor in any way relieve the contractor of, his/her sole responsibility to inspect all vehicles on a twice daily pre-trip basis and, to maintain such vehicles in proper condition and repair. Should a question arise as to a specific vehicle's continued safe operation, for example due to vehicle recall, the GCS Executive Director of Transportation reserves the right to suspend that vehicle, at no expense to the Guilford County Schools, from further operational service pending an inspection by a certified mechanic or safety expert of the school district's choice, and any repairs as necessary. The cost of the inspection may be borne by the school district.

#### 10. Maintenance/Vehicle Inspection and Identification

The Carrier will provide a copy of their proposed pre-trip vehicle inspection checklist to the GCS Executive Director of Transportation or (designee) for approval prior to transporting any GCS student under the auspices of this contract. Once approved, the Carrier will ensure that each driver inspects his/her assigned vehicles prior to the start of his/her run each morning and again each afternoon. The written inspection must be signed by the Carrier indicating compliance with vehicle maintenance requirements. GCS may add additional inspection items as necessary.

Every thirty (30) days, the Carrier shall have qualified maintenance personnel perform a safety inspection of each vehicle being used to transport students under this contract. The Carrier shall

provide to the GCS Executive Director of Transportation a copy of the 30-day inspection checklist for review and approval prior to the first scheduled inspection. The Carrier shall then provide to the GCS executive Director of Transportation a report by vehicle summarizing the dates of preventive maintenance inspections, unscheduled repairs, parts and mechanics(s) name(s) who were responsible for such work during those 30 days. For reporting purposes, the first 30 day inspection cycle period starts on the first day of school and the first report is due to the GCS Executive Director of Transportation 35 days after school starts and every 30 days thereafter. Guilford County Schools reserves the right to inspect the carrier's vehicles at any time.

GCS may administer periodic "spot checks" of all vehicles to ensure that vehicle inspection reports are accurate.

In addition, GCS may require the Carrier to produce its vehicles used for transportation under this contract for inspection at a facility of GCS within reasonable notice. The Carrier shall cooperate with all such inspections.

Carrier(s) must turn in vehicle inspection and tag dates of all vehicles to GCS Transportation Office. Carrier(s) shall provide GCS Executive Director of Transportation with a copy of their preventive maintenance program. Carrier(s) shall provide a motor vehicle, which at all times while students are being transported, meets all North Carolina Division of Motor Vehicles safety inspection regulations. Vehicles shall be equipped with operational seat belts for both front and rear passengers. Seat belts are to be easily accessible and must be in use by the driver(s) and passengers. All wheelchair bound students must be transported facing front only. All vehicles must be kept clean inside and out. GCS reserves the right to inspect vehicles and to order repairs or other work necessary to maintain cleanliness and safety of students. If repairs or other work is not performed, GCS has the right to order the vehicle not to be used to transport GCS students.

In accordance with NC General Statute 115C-248, all school buses shall be inspected at least once every 30 days during the school year for mechanical defects, or other defects which may affect the safe operation of such bus. GCS requires that all passenger vehicles used to transport GCS students adhere to these same requirements. GCS will provide the Carrier with a copy of the North Carolina Department of Public Instruction Transportation Services 30 day inspection form to be used for bus inspections. Nothing herein shall be constructed as a waiver or modification of the Carrier's primary responsibility to inspect and maintain the vehicles.

All vehicles used for transporting GCS students shall be identified by company name on the outside of the vehicle in a highly visible area. All vehicles used for transporting GCS students must also display vehicle numbers in a highly visible area. Vehicles shall be classified as full size or larger. No subcompact or compact vehicles shall be used to transport students. All buses must meet Federal Motor Vehicle Safety Standards for school buses. 15 passenger vans may **NOT** be used to transport students for Guilford County Schools

**The average age of the contractor's vehicle fleet used to transport Guilford County Schools students shall not exceed ten (10) years. Prior to vehicles becoming sixteen (16) years old, the Carrier shall replace them with newer vehicles acceptable to GCS at the Carrier's sole expense.**

The carrier shall provide and maintain an adequate number of vehicles, including spares, to safely transport any and all students once assigned to assure uninterrupted service in the event of a mechanical breakdown.

Each vehicle shall maintain the following items:

First Aid Kit – Grade A, stocked with the following items: 4” bandage compresses, 2” bandage compresses, adhesive compresses, 40” triangular with 2 safety pins and plastic gloves.

Fire Extinguisher – 2 ½ pound dry chemical stored pressure type with pressure gauge meeting UL, ICC and US Coast Guard requirements, all metal discharge head and valve (no plastic valves).

Fire Blanket

Belt Cutter

Body Fluid Clean-Up Kit – Shall contain the following items to comply with National Standards: 2 oz. Packages T.I.L.S.C. powder (sanitizes, deodorizes, encapsulates), odor reducing mask, latex gloves, antiseptic wipes, paper crepe towels, scraper, plastic disposal bag w/scoop and tie.

DOT Approved Reflective Triangles

#### 11. Requirements for transporting students in passenger vehicles (not school buses)

The Carrier will observe the following procedures when loading students into vehicles:

- a. Whenever possible, students should be transported in the middle seat, if the vehicle is so equipped.
- b. Students should be placed in the vehicle to maximize safety; for example, students should be placed in the third (rear) seat only when the middle and front seats are full.
- c. Students with a tendency to remove restraint systems or lean forward should not ride in the front seat.
- d. Older students that do not have a tendency to remove the shoulder harness or lean forward in the seat may ride in the front seat.
- e. Vehicles that contain passenger side air bags will have an on-off switch for the air bag unless it is a “new generation”, “depowered”, or “smart air bag”.
- f. Air bags will be in the “off” position when transporting students under 12 years of age in the front seat.
- g. Air bags will be in the “on” position when transporting students 12 years of age or older in the front seat.
- h. The front seat will be moved as far back as possible when transporting students in that seat. Students will be instructed to keep lap/shoulder belts on at all times, to sit in an upright position, and not to lean forward towards the dashboard.

#### 12. Limited Vehicle Use

The use of contracted vehicles while in service to GCS shall be limited to the transportation of GCS students under contract with Carrier(s). No other person, including children, relatives, or friends of the driver shall be permitted to ride in vehicles with students without prior written consent of GCS Executive Director of Transportation.

#### 13. Right to Specify the Gender of Driver

Due to the special needs of the children being transported, GCS may insist that the driver of a certain student be a male or female. **The contractor shall not routinely rotate or reassign drivers more than twice per school year. Additional reassignments shall be pre-approved by GCS Executive Director of Transportation. This prohibition does not apply to contractor supplied substitute drivers.**

14. Contract Transfer

The Carrier(s) shall not assign, subcontract, nor transfer any interest or service provided in support of this contract without the prior written approval of GCS Executive Director of Transportation.

15. Cell Phones and Dispatch Services

All vehicles that are used to transport GCS students must be equipped with two-way radios or cellular phones. The two-way radio option requires the Carrier to provide a base station and a dispatcher during service hours. **GCS must be given a contact person and phone number to notify in case of emergencies. If the Carrier uses cellular phones, the Carrier shall furnish GCS Executive Director of Transportation with a list of the cellular phone numbers assigned to each vehicle. The Law states that "School bus drivers are prohibited from using any cell phone (handheld or hands-free) while driving with children in bus. And, as with all drivers, they are prohibited from texting while driving."**

16. Insurance

The Carrier(s) shall purchase and maintain insurance as listed below. Failure to furnish and maintain such insurance shall constitute default and serve as grounds for termination of this agreement.

a. Worker's Compensation Insurance

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

b. Public Liability Insurance

The Carrier(s) shall maintain public liability insurance covering his liability or bodily injury and property damage which may arise from his operations and contractual obligations as set forth by the North Carolina Public Utilities Laws and Regulations and the Department of Motor Vehicle Laws for financial responsibilities.

c. Automobile Liability Insurance

The Carrier(s) shall maintain automobile liability insurance covering his liability for bodily injury and property damage combined of \$1,000,000.00.

d. Un-Insured and Under-Insured Liability Insurance

The Carrier(s) shall maintain Un-Insured and Under-Insured Liability Insurance in the amount of \$1,000,000.

d. Automobile liability must cover any auto and cover sexual misconduct with minimum limits of \$100,000/\$300,000.

An occurrence form of policy will be required, and the Certificate of insurance submitted by the Carrier(s) must be personally signed by a resident licensed agent of each of the companies listed on that form.

Certificate of Insurance



**Each Carrier shall furnish GCS a certificate of insurance showing that the required workers compensation, public liability and automobile liability insurance is carried by the Carrier(s) for each vehicle to be used in the transporting of GCS students.** The Guilford County School Board of Education shall be named as an additional insured in all policies. The certificate of insurance should show that it is issued to or at the request of GCS. 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 cancelled until after thirty (30) days' written notice of such cancellation or alteration has been sent by certified mail to GCS Transportation Office, Attention: Transportation Department, 131 Franklin Blvd., Greensboro, NC 27401.

- e. The GCS reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Carrier(s) on the grounds of poor claim service or financial responsibility.

#### 17. Drivers and Safety Assistants

All bus drivers for the Carrier shall possess only a valid NC Commercial Driver's License with **P**assenger and **S**chool Bus endorsements. All other drivers must possess a valid class **C** NC Driver's License. Drivers are subject to all rules, regulations and laws specific to the license they are issued. Drivers must also meet the following minimum qualifications:

- a. Drivers must be at least 18 years old
- b. Drivers must have at least 6 months driving experience
- c. Drivers must have a high school diploma or GED
- d. Drivers will not:
  - Have any conviction of DWI.
  - Have any conviction for reckless driving within 1 year.
  - Have any conviction for passing a stopped school bus.
  - Have any instance of driver license suspension or revocation for a moving violation within the past 5 years.
  - Have more than 1 conviction for a moving violation in the past 12 months or no more than 3 such convictions in the past 5 years (Note: PJC is considered a conviction).
  - Have a conviction of speeding in excess of 15 mph above the posted limit within the past 1 year.

GCS retains the right to decline the use of a vehicle, which has remnants of tobacco smoke inside the vehicle. Each driver and safety assistant candidate must be reliable, responsible, healthy, and exhibit high standards of moral conduct and personal hygiene. Drivers and safety assistants shall not smoke, eat, or drink in contract vehicles while transporting GCS students. It is Guilford County Schools BOE policy that there shall be no smoking on any Guilford County Schools property or in any GCS vehicle. Smoking on board a contract vehicle is never permitted.

The Carrier(s) will provide safety assistants for students as requested by GCS. In the event a safety assistant does not report for work, the Carrier must make every attempt to find a replacement. If the Carrier cannot find a replacement safety assistant, he/she must advise the GCS Executive Director of Transportation prior to dispatching the vehicle on its assigned route.

Carriers must ensure all drivers are aware of and comply with all applicable North Carolina State Statutes when approaching a railroad crossing.

The Carrier must obtain at least three (3) sealed, confidential reference checks (Attachment A) for all driver and safety assistant applicants and provide the original copy of each reference to the Executive Director of Transportation (or designee) at the time of submission of the application package. The Carrier shall submit written certification that he/she has contacted a minimum of two (2) previous employers for references (Attachment B) the original copies of reference checks will be returned to the Carrier. A completed "Notification/Release of Information" (Attachment C) must accompany the application package.

If, in the judgment of the GCS Executive Director of Transportation, any driver or safety assistant assigned to a vehicle operating under contract for GCS shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control pupils, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the carrier may be required to remove or reassign the driver and/or safety assistant from the route or all routes under contract.

#### 18. Drivers Identification

Drivers and safety assistants shall have identification badges. Identification badges shall display an updated photo of the driver/safety assistant, the company name, and the driver/safety assistant's name and title. Badges are to be worn at all times when drivers and safety assistants are on school property and while operating contracted vehicles. The Carrier shall incur any expense involved in obtaining identification badges for his employees.

While transporting students or on school property, drivers and safety assistants are considered an extension of the school staff and expected to respond courteously and informatively to any questions from school staff members concerning routes or students. Any request from a school staff member, which conflicts with GCS Transportation guidelines, policies, and/or procedures, must be referred to the driver/safety assistant's Supervisor and to GCS Executive Director of Transportation for a decision.

Drivers/Safety Assistants shall assist parents and school staff in loading/unloading students, including students in wheelchairs. Drivers/safety assistants are responsible for ensuring students in wheelchairs and other restraints are properly secured.

If no adult is present at the afternoon drop off location, the driver shall follow NOAH (No One At Home) procedures as specified by GCS Transportation Department. **Students shall not be left with anyone except a parent, a guardian, or their designated caretaker unless the driver has a completed authorization form to leave student unattended or permission from a GCS official.**

When requested by the GCS Executive Director of Transportation, the Carrier will arrange for their drivers and safety assistants to participate in workshops (up to eight hours annually) to receive training and learn new safety techniques that apply to student transportation. The Carrier and GCS will plan the workshops jointly. The cost of the instructor, course materials and driver and safety assistant's pay will be borne by GCS.

The Carrier shall assume all costs associated with training of employees.

Carriers must ensure all drivers are aware of and comply with all applicable North Carolina State Statutes when approaching a railroad crossing.

Due to the medical condition of some students, drivers/safety assistants are not permitted to give food or beverage to students or allow them to consume food or beverage while being transported in a contract vehicle.

19. Criminal Records Check/ License

The Carrier(s) must furnish an official Department of Motor Vehicles driver's license record for each driver as well as a Criminal Record Check which is required by GCS. Prior to final appointment, each carrier shall present GCS Executive Director of Transportation (or designee) certified criminal records check from each jurisdiction (county) in which the driver (s)/safety assistant(s) has resided for the last seven (7) years bearing the county seal. GCS shall not incur any expense involved in obtaining a criminal history check. If any driver/safety assistant is charged with a criminal, traffic, or drug offense during the term of this agreement or engage in any activity adversely reflecting on his or her ability or competence to transport students, Carrier(s) shall immediately (prior to next scheduled run) notify the GCS Executive Director of Transportation by phone and shall forward written notification to the Executive Director of Transportation within 24 hours.

Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. In addition, the School System may conduct additional criminal records checks at the School System's expense. If the School System exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the School System for all contractual personnel who may deliver goods or perform services under this Contract. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

20. Health Examination Certificate

Drivers/safety assistants must have a North Carolina Public Schools Health Examination Certificate (Attachment D) dated within the most recent three (3) months on file with the GCS Executive Director of Transportation (or designee) before assuming his/her duties. A physician licensed to practice in North Carolina must complete this health form. Results of a current tuberculosis test (with three (3) months) must also be submitted. GCS shall not incur any expense involved in obtaining either the health examination or the tuberculosis testing. All current and new drivers must have a Health Exam Certificate and TB test result on file.

21. Drug/Alcohol Testing

The Carrier must meet all requirements of the U.S. Department of Transportation and/or applicable federal legislation, including, but not limited to, pre-employment, reasonable suspicion, post accident, and random drug/alcohol testing. All drivers/safety assistants must submit to these requirements.

Each bid must contain a copy of the contractor's drug and alcohol testing procedures which must strictly conform to state and federal regulations. A lab that is certified by the U.S. Department of Health and Human Services must conduct Drug/alcohol tests. A Medical Review Officer must review and sign all drug/alcohol tests. All drug/alcohol test results will be forwarded to the GCS Executive Director of Transportation (or designee) for review in the application package. Test results must be dated within the past 30 days for pre-employment purposes. All drug/alcohol testing will be done at Carrier(s) expense.

**Anyone with a positive drug/alcohol test cannot serve in the capacity of a driver for the Carrier(s) providing services for GCS.**

**The Carrier(s) must submit an annual report indicating that all new drivers have been tested and that 50% of current drivers have been randomly tested a minimum of one time during the year. The Carrier's random drug testing program must be carried out at least on a quarterly basis. This report shall be submitted to GCS Executive Director of Transportation (or designee) no later than August 1<sup>st</sup>**

:

The Carrier will immediately suspend any driver or safety assistant with a positive drug/alcohol test pending notification to the GCS Executive Director of Transportation.

22. Deviations from the Specifications

If the equipment, supplies, materials or services proposed by a Carrier differ from the minimum provisions contained in these specifications, such differences must be explained in detail and submitted in writing with the bid. Such bids will receive careful consideration if such deviations do not depart from the intent of the specifications and are in the best interest of GCS. If no such deviations are noted in the request and it is discovered later that the product or service furnished does not meet the requirements of the specifications, such carrier will be terminated as a Carrier or, the option of GCS, will be required to furnish immediately, at its own expense and with no additional cost to GCS a product or service which does meet the requirements of the specifications.

23. Payment

Carrier(s) shall submit electronic invoices for payment to GCS Executive Director of Transportation (or designee), 131 Franklin Blvd., Greensboro, NC 27401, by the fifth day after each billing period which should

include daily attendance logs for each vehicle. The billing periods shall be the first day of each month through the last day of each month. Do not alter spreadsheets.

#### 24. Orientation Session

Prior to beginning transportation services GCS, the Carrier shall attend an orientation session with GCS Transportation Personnel. The Carrier shall meet annually with employees to discuss safety and other topics related to transporting students with special needs. It is the Carrier's responsibilities to annually provide each employee with the Specified Terms and Conditions for Contract Transportation Services under this contract. Each employee is required to sign a statement of receipt of this document acknowledging responsibility for the provisions herein.

GCS Transportation Services will issue a copy of the GCS transportation handbook for Contract Transportation Drivers/Safety Assistants to the Carrier for each authorized driver or safety assistant. The Carrier will be required to issue a copy to each driver or safety assistant and secure their signature signifying receipt of the handbook. The Carrier will instruct each driver/safety assistant to read the handbook within the first five days of their employment. The carrier will provide GCS Executive Director of Transportation (or designee) with proof of the receipt of the handbook by each driver or safety assistant within three (3) days of issuance. A copy of both signed documents Specified Terms and Conditions and receipt of handbook shall be forwarded to the Director of Transportation (or designee) prior to the first school day of the year and within three (3) workdays thereafter for newly hired employees.

At the beginning of each school year, GCS Executive Director of Transportation shall provide to the Carrier an arrival and dismissal schedule for all schools. The Director of Transportation shall also provide: a copy if any applicable State of North Carolina Statute changes, and any applicable State of North Carolina Department of Public Instruction changes. Any request from a school, teacher or other school administrator or parent to deviate from the published arrival/dismissal schedule for any student shall be forwarded to the GCS Executive Director of Transportation for review/approval. The Executive Director of Transportation must approve in writing, the school or parent's request before any arrival/departure time change is implemented. Drivers do not have the authority or the option to negotiate or change for any reason, any student's arrival time at school nor dismissal time from school.

#### 25. Confidentiality of Student Records

**Under the Family Educational Rights and Privacy Act, all information concerning students will be treated as confidential information and shall not be given, sold, or inadvertently disclosed to any third party by the contractor, his/her drivers or safety assistants or any other employee or subcontractor. Information concerning any student, whether transported or not, shall not be discussed with anyone other than school personnel with a need to know and the driver's immediate supervisor. The contractor further understands that any student information and/or routes remain the property of Guilford County Schools in the event that the contract between the contractor and the school district is terminated. The same restriction on information applies to former employees of the contractor who resign or are dismissed.**

Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records that are not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally

identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

26. Independent Contractor Status

GCS will retain Carrier (s) as an independent contractor to perform the services called for herein. It is understood and agreed by the parties hereto that the Carrier is and shall be an independent contractor. In no event shall any employee hired by the Carrier be considered an employee or agent of GCS. Matters governing the terms and conditions of employment of the Carrier's employees are entirely within the cognizance of the Carrier. Such matters as work schedules, wage rates and the operation of the carrier are wholly within the cognizance of the Carrier expected as dictated by the Specifications and this Agreement.

27. Termination of Agreement by Default

If the services the Contractor provides do not comply with the Invitation for Bids specification requirements, the Contractor's contract shall be terminated, or at the option of GCS, will be required to furnish immediately, at its own expense, services which meet the requirements of the specifications. Party may terminate this agreement upon sixty (60) days' written notice to the other; provided, however, whenever the party seeking to terminate has previously given the other party sixty (60) days' written notice of an alleged default in the performance of any required obligations under the agreement and such default has not been cured, either party may terminate immediately. The contractor may be terminated from contract immediately for cause of misconduct. GCS may cancel the contract and seek to procure the same services from other bidders for this contract. The contractor will be held responsible for any excess cost occasioned thereby.

28. Indemnification

The contractor shall be responsible for each driver's actions in the transportation of students pursuant to the agreement. The contractor agrees to fully indemnify and hold harmless Guilford County Schools Board of Education, its individual board members, and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

29. Compliance with Applicable Laws

Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, the provider shall not employ any individuals to provide services to the school system who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions

of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations. Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 143C-6A-4. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provide to make the foregoing statement.

30. Applicable Guilford County Schools Board of Education Policies

Provider acknowledges that the Guilford County Schools Board of Education has adopted policies governing conduct on all property owned by the Board of Education and agrees to abide by any and all relevant board policies while on its property. Provider acknowledges that these policies are available online on the School System’s website. In particular, provider acknowledges that it has received copies of or has access to (via the Guilford County Schools’ website) and will abide by all applicable Guilford County Schools Board of Education policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students.

31. Assignment

Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.

32. Contract Modifications

This contract may be amended only by written amendments duly executed by and between the School System and Provider.

33. North Carolina Law

North Carolina law will govern the interpretation and construction of the Contract.

34. Entire Agreement

This Contract, including the purchase order and the terms and requirements of any Request for Proposals and Proposals submitted in response, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

35. Severability

If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

36. Authority to Enter Contract

The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

GUILFORD COUNTY SCHOOLS BOARD OF EDUCATION

By: \_\_\_\_\_ (signature)

Title: \_\_\_\_\_

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

CONTRACTOR:

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

Title: \_\_\_\_\_

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



## CONFIDENTIAL EVALUATION REFERENCE CHECKS

Position Desired \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Social Security

Number \_\_\_\_\_

Name of Reference \_\_\_\_\_

Check the appropriate rating in each category which best represents your opinion of the suitability of this applicant for employment.

<b>Please check the level at which the applicant consistently performs.</b>	<b>Superior</b>	<b>Well Above Expectations</b>	<b>Above Expectations</b>	<b>At Expectations</b>	<b>Below Standard</b>	<b>Unsatisfactory</b>
Character (General conduct, ethics, morals)						
Loyalty and Cooperation						
Adaptability						
Self-Control						
Ability to work without close supervision						
Attendance/Punctuality						
Ability to work closely with others						
Decision making skills						
Initiative						
Willingly accepts extra duties						
Evidence of professional growth						

How long have you known the applicant? \_\_\_\_ Years    In what relationship?

\_\_\_\_\_

If you were in a position to do so, would you select the applicant for employment working in a school system?

\_\_\_\_ Yes    \_\_\_\_ No    \_\_\_\_ Doubtful    If you checked No" or Doubtful," please explain why.

\_\_\_\_\_

List strengths and weaknesses of applicant for position desired.

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Position \_\_\_\_\_

Organization \_\_\_\_\_

Phone number where you may be reached between 8:00 am and 5:00 pm.

\_\_\_\_\_

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**APPLICANT: Please sign and date the release below.**

To Whom It May Concern:

The undersigned applicant/employee hereby expressly authorized the employer, its agents and employees to make any investigation of my personal or employment history, and/or state criminal law enforcement or traffic

records. I further authorize any former employer, person, carrier, corporation, credit agency, administrative body or governmental agency to give Guilford County Schools, its agents or employees any information. I hereby release the employer, Guilford County Schools and all providers of information to whom this release is sent, from any liability as a result of furnishing receiving this information.

Signature \_\_\_\_\_ Date \_\_\_\_\_

ATTACHMENT B

**VERIFICATION OF REFERENCE**

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Reference \_\_\_\_\_

Contact Person \_\_\_\_\_

Did the applicant work for you? \_\_\_\_\_

If yes, how long did he/she work for you? \_\_\_\_\_

If not, how do you know the applicant? \_\_\_\_\_

Does your company allow you to comment on performance? \_\_\_\_\_

How well did the applicant perform in the job he/she was doing? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How was the applicant's attendance? \_\_\_\_\_

\_\_\_\_\_

Would you rehire? \_\_\_\_\_

Other Comments \_\_\_\_\_

Reference Checked by \_\_\_\_\_ Date \_\_\_\_\_

### GUILFORD COUNTY SCHOOLS (GCS) RELEASE OF INFORMATION FORM

The purpose of this form is to notify you, in accordance with present federal law that a background report, including a criminal records check, will be obtained on you in consideration for employment and/or in the course of your employment with the Guilford County Schools. I understand that the information below regarding sex, race and date of birth is requested for the sole purpose of gathering the above information correctly, and will not be used to discriminate against me in violation of any law.

Last Name: \_\_\_\_\_ First: \_\_\_\_\_

Middle: \_\_\_\_\_ Other (Maiden, Aliases, etc.): \_\_\_\_\_ Gender \_\_\_\_\_

Present Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_  
Month Day Year

**This information is voluntary and will not affect your opportunity for employment or terms or conditions of employment.**

**Ethnicity:** Are you of **Hispanic or Latino** ethnicity-a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race? ☐ **Yes** ☐ **NO**

**Race:** Please check one or more of the descriptions below corresponding to the racial group(s) with which you identify:

☐ **American Indian or Alaska Native** – A person having origins of North and South America (including Central America) and maintain tribal affiliation or community attachment.

☐ **Asian** –A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

☐ **Black or African American** – A person having origins in any of the black racial groups of Africa.

☐ **Native Hawaiian or Other Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

☐ **White** – A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

In consideration with this request, I authorize all corporations, former employers, credit agencies, education institutions, law enforcement agencies, city, state, county and federal courts, and military services to release information about my background, including but not limited to, information about my employment, education, consumer credit history, driving record, criminal record, and general public record history, to the person or company with which this form has been filed, or its agents. This releases the aforesaid parties from any liability and responsibility for collecting the above information. I understand I have the right to make a request of the Consumer Reporting Agency, upon proper identification and the payment of any authorized fees, the information in its files on me at the time of my request. I further authorize ongoing procurement of the above-mentioned reports at any time during my employment (or contract).

**Please list all cities, counties and states in which you have lived within the past 20 years. Attach another page if necessary:**

Street	City	County	State	Dates
Street	City	County	State	Dates
Street	City	County	State	Dates
Street	City	County	State	Dates

Please list any felony or misdemeanor criminal convictions, guilty pleas, pleas of no contest, deferred prosecutions, prayers for judgment, and pending charges. Your listing should include DWI/DUI convictions, guilty pleas etc. but exclude minor traffic violations. Please provide date(s), court of jurisdiction, and state.

Position: \_\_\_\_\_ Location/Site: \_\_\_\_\_

Guilford County Schools-Staffing Fax #: 336-370-8062

**HEALTH EXAMINATION CERTIFICATE****North Carolina Public Schools**

Required of all persons upon initial employment, separation from employment more than one school year, absence of more than 40 successive days because of a communicable disease, or when deemed necessary by a local school board or superintendent. (Ref. NCGS 115C-323)

☐ If you are a driver and required to take the DOT Physical, please check here, \_\_\_\_\_  
(initial) initial, and attach the DOT Physical form to this certificate.

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street/P.O. Box) (City) (State) (Zip Code)

The above-named individual is to be recommended for employment by Guilford County Schools in a position of \_\_\_\_\_. In this position, the condition of certain physical capacities will be of importance. Please examine the areas listed below and report any limitations, deficiencies or related restrictions.

**I. Communicable Disease**

By my signature, I certify that the above named person does not have any communicable disease, including tuberculosis, that poses a significant risk of transmission in our schools or would impair this person's ability to perform the duties of the job, except as may be noted above. Further, I certify that this person is free of any physical or mental disability that would impair job performance. Please enter TB Skin Test Result: \_\_\_\_\_

If unable to certify the above, please comment: \_\_\_\_\_

**II. Other Health Areas**

AREAS	LIMITATIONS		NATURE OF LIMITATIONS (continue on back as needed)
	YES	NO	
Vision			
Hearing			
Heart			
Lungs			
Lifting/Carrying			

Appropriate Immunizations	Current?		Any Immunization Recommendations
	YES	NO	
Td (tetanus), Hep B, MMR, etc/			

Date: \_\_\_\_\_  
Physician, Physician's Assistant, or Nurse Practitioner (Type or Print)

Physician's Business Address

Physician's Business Phone Number

SIGNATURE OF PHYSICIAN: \_\_\_\_\_ M.D.  
Signature Please (NO STAMP)

License/Registration#: \_\_\_\_\_ State\* Granting License/Registration: \_\_\_\_\_

\*For initial employment of an out-of state applicant the certificate may be completed by a health care provider with an out-of-state unrestricted current license or registration.

06/2010

## Transportation Services

All Carriers must provide the following information:

- A. Official Company Name \_\_\_\_\_
- B. Company President \_\_\_\_\_
- C. Company Address \_\_\_\_\_  
\_\_\_\_\_
- D. Telephone Number \_\_\_\_\_  
Home Work Other (specify)
- E. Mailing Address \_\_\_\_\_  
\_\_\_\_\_
- F. Information below regarding ownership of vehicle.

<u>Vehicle Type</u>	<u>Make/Model/Year</u>	<u># of vehicles available</u>
5 passengers	_____	_____
7 passengers	_____	_____
11+ passengers	_____	_____
With lift	_____	_____

## Requirements for Drivers for Contract Transportation

Drivers who transport students under contract with Guilford County Schools shall meet the following minimum requirements. Carrier is responsible for certifying that these requirements are met, and that they continue to be met during the term of the contract.

### I. Driving Record

- A. Shall possess a valid North Carolina driver's license.
- B. Shall within a period of one year (12 months) immediately preceding the contract originating date have on his driving record:
  - 1. No more than one conviction of any moving violation.
  - 2. No conviction whatever of:
    - a. Reckless driving;
    - b. Speeding in excess of 15 mph above the posted limit; or
    - c. Passing a stopped school bus.
  - 3. No conviction of a moving violation, which was the proximate cause of an accident.
- C. Shall within a period of two years (24 months) immediately preceding the contract originating date have on his driving record no suspension or revocation of the driving privilege other than for such status offenses as:
  - 1. Lapsed liability insurance,
  - 2. Failure to appear in court,
  - 3. Failure to comply with out-of-state citation, or
  - 4. A ten-day revocation not accompanied by a subsequent conviction of driving while impaired.
- D. Shall within a period of five years (60 months) immediately preceding the contract originating date have on his driving record:
  - 1. No more than three convictions of moving violations of any kind,
  - 2. No more than two convictions of moving violations which were the proximate causes of accidents,
  - 3. No conviction of driving while impaired,
  - 4. No suspension or revocation of the driving privilege other than for:
    - a. Lapsed liability insurance,
    - b. Failure to appear in court,
    - c. Failure to comply with out-of-state citation, or
    - d. A ten-day revocation not accompanied by a subsequent conviction of driving while impaired.
- E. Shall have on his driving record no conviction of driving while impaired.
- F. Shall have a driving record, which in its overall character arouses no serious question about the reliability, judgment, or emotional stability of the applicant.

## II. Cancellation

- A. Any determination that information provided as false or fraud.
- B. Suspension, revocation or cancellation of driver's license.
- C. Conviction of any of the following motor vehicle moving offenses:
  - 1. Driving while impaired,
  - 2. Passing a stopped school bus,
  - 3. Hit and run,
  - 4. Reckless driving
  - 5. Speeding more than 15 mph above the posted speed limit,
  - 6. Two convictions with a period of 12 months.
- D. Physical or mental inadequacies under the provision of the physical requirements.

PLEASE RETURN THIS PAGE WITH YOUR RESPONSE:

## **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

If so, state HUB classification:

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## 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**

1. 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. **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.
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.

