

<b>Guilford County Schools</b> <b>Purchasing Dept</b> <b>501 W. Washington St.</b> <b>Greensboro NC 27401</b>	<b>INVITATION FOR BIDS NO. 189-5458</b>	
	Bids Due: <b>Thursday, February 21, 2013 2:00 p.m.</b>	
	Contract Type: Recovery Funds (RTTT)	
<b>Refer ALL Inquiries to:</b> Velicia Gaddy Telephone No. (336) 370-3240	Commodity: Cisco Prime NCS Upgrade	
e-mail: gaddyv@gcsnc.com	Using Agency Name: Guilford County Schools	
<b>(See page 3 for mailing instructions.)</b>	Agency Requisition No. 96919	

**NOTICE TO BIDDERS**

Sealed Bids, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until 2:00pm on the day of opening for furnishing and delivering the commodity as described herein. Refer to page 5 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids **will not** be accepted.

**EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned 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, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

**Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: 60 days.

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted, an authorized representative of Guilford County Schools (GCS) shall affix their signature hereto and this document and 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 shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<p><b><u>FOR GUILFORD COUNTY SCHOOLS USE ONLY</u></b></p> <p>Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification or purchase order.</p> <p>by _____ (Authorized representative of Guilford County Schools).</p>
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## **GUILFORD COUNTY SCHOOLS**

### **BID# 189-5458**

Guilford County Schools is seeking bids, utilizing Federal Race to the Top funding, for the following listed network equipment and professional services to aide in the installation, implementation and migration to this listed network equipment. GCS reserves the right to cancel any purchase orders remaining open depending on project needs, changes to available funding, or changes in technology.

GCS currently has an investment in the Cisco Wireless Control System (WCS) version 7.x infrastructure with multiple access point controllers and associated management packages. With this bid, GCS is seeking to install and implement Cisco Prime Network Control System version 1.1 as well as migrate our existing WCS infrastructure. Once the Cisco Prime Network Control System version 1.1 has been installed and all WCS infrastructure migrated, GCS Technology will upgrade Cisco Prime Network Control System from version 1.1 to 1.2.

**All equipment purchased must be compatible with the current Cisco infrastructure and therefore “no substitutions are allowed.” Because the Vendor will be required to aide in the installation, implementation and migration to the following equipment, GCS requires the Vendor to currently maintain both of the following compatible Cisco certifications/specializations:**

- **Advanced Wireless LAN Certifications**
- **Advanced Borderless Network Architecture Specialization**

**Failure of the Vendor to currently maintain these compatible certifications/specifications will render their bid Non-Responsive.**

SKU	Description	Quantity	Unit Price	Total
WS-SVC-WISM2-K9=	Wireless Services Module:WiSM-2: w/ 1 000 AP Support License	1		
CON-SNT-WSM21K	SMARTNET 8X5XNBD Wireless Services Module:WiSM-2: w/ 100	1		
WS-SVC-WISM2-K9=	Wireless Services Module: WiSM-2	1		
SC-SVC-WISM2-7.3	WiSM2 SW Rel. 7.3	1		
LIC-WISM2-1K	1000 AP License for WiSM-2	1		
LIC-WISM2-BASE	WiSM-2 Base License	1		
LIC-WISM2-DTLS-K9	Data DTLS License	1		

PRIME-NCS-APL-K9	Cisco Prime Network Control System Hardware Appliance	1		
CON-SNT-NCSAPL9	SMARTNET 8X5XNBD Cisco Prime Network Control System HW	1		
NCS-APL-IMAGE-1.1	NCS 1.1 Appliance software version selection only.	1		
AIR-PWR-CORD-NA	AIR Line Cord North America	2		

WS-SVC-WISM2-1-K9=	Wireless Services Module:WiSM-2: w/ 100 AP Support License	1		
WS-SVC-WISM2-K9=	Wireless Services Module: WiSM-2	1		
SC-SVC-WISM2-7.3	WiSM2 SW Rel. 7.3	1		
LIC-WISM2-100	100 AP License for WiSM-2	1		
LIC-WISM2-BASE	WiSM-2 Base License	1		

R-WCS-PI11-M-K9	WCS 7.0 to Cisco Prime Infrastructure 1.1 Migration	1		
CON-SAU-PI11WCSM	SW APP SUPP + UPGR NULL SKU-No line item services included	1		
R-W-PI11-2.5K-M-K9	WCS to Prime Infrastructure 1.1 Migration 2.5K Device	1		
CON-SAU-PI112K	SW APP SUPP + UPGR PI 1.1 Software - 2.5K Device Base Lic	1		
R-W-PI11-500-M-K9	WCS to Prime Infrastructure 1.1 Migration 500 Device	1		
CON-SAU-PI11500	SW APP SUPP + UPGR PI 1.1 Software 500 Device Base Lic	1		
R-W-PI11-100-M-K9	WCS to Prime Infrastructure 1.1 Migration 100 Device	4		
CON-SAU-PI11100	SW APP SUPP + UPGR PI 1.1 Software - 100 Device Base Lic	4		
L-PINCS11-25-B	Prime Infrastructure NCS 1.1 - 25 Device Base Lic	1		
L-PINCSW11-25-B	Prime Infrastructure NCS WAN 1.1 - 25 Device Base Lic	1		
L-PILMS42-2.5K-M	Prime Infrastructure LMS 4.2 - 2.5K Device Upgrade Lic	1		
L-PINCS11-2.5K-M	Prime Infrastructure NCS 1.1 - 2.5K Device Upgrade Lic	1		
L-PINCSW11-2.5K-M	Prime Infrastructure NCS WAN 1.1 - 2.5K Device Upgrade Lic	1		
L-PILMS42-500-M	Prime Infrastructure LMS 4.2 - 500 Device Upgrade Lic	1		
L-PINCS11-500-M	Prime Infrastructure NCS 1.1 - 500 Device Upgrade Lic	1		
L-PINCSW11-500-M	Prime Infrastructure NCS WAN 1.1 - 500 Device Upgrade Lic	1		

L-PILMS42-100-M	Prime Infrastructure LMS 4.2 - 100 Device Upgrade Lic	4		
L-PINCS11-100-M	Prime Infrastructure NCS 1.1 - 100 Device Upgrade Lic	4		
L-PINCSW11-100-M	Prime Infrastructure NCS WAN 1.1 - 100 Device Upgrade Lic	4		
R-PI-1.1-K9	Cisco Prime Infrastructure 1.1	1		
CON-SAU-PI11K9B	SW APP SUPP + UPGR NULL SKU-No line item services included	1		
L-PI-1.1-100-ADD	Prime Infrastructure 1.1 - 100 Device Add-On Lic	1		
CON-SAU-PI11100A	SW APP SUPP + UPGR PI 1.1 - 100 Device Add-On Lic	1		
L-PI-1.1-1K-ADD	Prime Infrastructure 1.1 - 1K Device Add-On Lic	1		
CON-SAU-PI111KA	SW APP SUPP + UPGR PI 1.1 - 1K Device Add-On Lic	1		
L-PI-1.1-2.5K-ADD	Prime Infrastructure 1.1 - 2.5K Device Add-On Lic	1		
CON-SAU-PI112KA	SW APP SUPP + UPGR PI 1.1 2.5K Device Add-On Lic	1		
L-PILMS42-100-A	Prime Infrastructure LMS 4.2 - 100 Device Add-On Lic	1		
L-PILMS42-1K-A	Prime Infrastructure LMS 4.2 - 1K Device Add-On Lic	1		
L-PILMS42-2.5K-A	Prime Infrastructure LMS 4.2 - 2.5K Device Add-On Lic	1		
L-PINCS11-100-A	Prime Infrastructure NCS 1.1 - 100 Device Add-On Lic	1		
L-PINCS11-1K-A	Prime Infrastructure NCS 1.1 - 1K Device Add-On Lic	1		
L-PINCS11-2.5K-A	Prime Infrastructure NCS 1.1 - 2.5K Device Add-On Lic	1		
L-PINCSW11-100-A	Prime Infrastructure NCS WAN 1.1 - 100 Device Add-On Lic	1		
L-PINCSW11-1K-A	Prime Infrastructure NCS WAN 1.1 - 1K Device Add-On Lic	1		
L-PINCSW11-2.5K-A	Prime Infrastructure NCS WAN 1.1 - 2.5K Device Add-On Lic	1		
L-PILMS42-500-A	Prime Infrastructure LMS 4.2 - 500 Device Add-On Lic	1		
L-PI-1.1-500-ADD	Prime Infrastructure 1.1 - 500 Device Add-On Lic	1		
CON-SAU-PI11500A	SW APP SUPP + UPGR PI 1.1 - 500 Device Add-On Lic	1		
L-PINCS11-500-A	Prime Infrastructure NCS 1.1 - 500 Device Add-On Lic	1		
L-PINCSW11-500-A	Prime Infrastructure NCS WAN 1.1 - 500 Device Add-On Lic	1		

Total Equipment Bid Price	
Shipping Charges	
Labor	
Sub-Total	
6.75% Sales Tax	
<b>Total Cost</b>	

**BID REVIEW AND AWARD:**

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 owner's best interest. 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 60 days.

**MAILING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
BID NO. <u>189-5458</u> Guilford County Schools Purchasing Dept. 501 W. Washington St. Greensboro NC 27401 ATTN: Velicia Gaddy	BID NO. <u>189-5458</u> Guilford County Schools Purchasing Dept. 501 W. Washington St. Greensboro NC 27401 ATTN: Velicia Gaddy

**TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: < <http://www.state.nc.us/pandc/> >. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <<http://www.state.nc.us/pandc/>>.

**ATTENTION:** This contract is included in e-procurement. Paragraphs #18 &19 of NC Gen. Contract Terms and Conditions apply.

**TRANSPORTATION CHARGES:** FOB TO DESIGNATED SITE IN GUILFORD COUNTY, NC, WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN THE BID PRICE.

**DESCRIPTIVE LITERATURE:** All proposals must be accompanied by complete, descriptive literature, specifications and other pertinent data necessary for their complete evaluation.

**INFORMATION REQUIRED WITH BID:** Indicate manufacturers' model numbers and prices of items offered in the spaces provided. Submit complete descriptive literature and specifications on all items offered. Bids which fail to comply may be subject to rejection. **With its bid response, the Vendor MUST provide a letter from Cisco Systems, Inc. that references this bid number (189-5458) and confirms that the Vendor is a Certified Partner authorized to sell the products required in this bid. The Vendor must send its request for the letter via email to [ncbids@external.cisco.com](mailto:ncbids@external.cisco.com). Letters signed by anyone other than the administrator of this email address will not be accepted. Letters for this request will take up to two (2) business days to process. Letters provided for prior bids shall not meet the requirement for this bid. Failure to provide the Cisco letter with bid proposal will render bid non-responsive.**

*Vendor shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their offer, and that it has the certification/specialization level required by the Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements. Unless otherwise specified, Vendor shall warrant that the products are new, in their original box. The Vendor confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Manufacturer Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase. Vendor shall provide Buyer with a copy of the End User license agreement, and shall warrant that all Manufacturer software is licensed originally to Buyer as the original licensee authorized to use the Manufacturer Software*

**DELIVERY:** Substantial completion date is N/A. Final Completion date is N/A.

**MANUALS:** Service manuals, operating instructions and design plans shall be provided for each piece of equipment. Delivery will not be considered complete until two (2) copies of operator's manuals and two (2) copies of design plans are delivered.

**REFERENCES:** The Guilford County Schools reserves the right to require upon its request a list of users of the exact model of equipment bid. The Guilford County Schools may contact these users to determine quality level of the offered equipment. Such information may be considered in the evaluation of the bid.

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

**SCOPE:** If specified, all items called for in the Invitation to Bids shall be furnished, delivered, off-loaded, completely installed and left ready for use. Any item not specifically requested, but necessary for a complete installation, shall be included. The successful bidder shall assume complete responsibility for the proper fitting of his equipment.

**DRAWINGS:** Detailed drawings, if applicable, may be obtained at the pre-bid.

**BRAND NAME:** Unless otherwise indicated, manufacturer names and model numbers specified are used for purposes of identifying and establishing general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. The specifications following are the minimum acceptable by the Guilford County Schools. Any deviations from the specifications shall be so stated in writing in the bidder's response.

**INSURANCE** The following insurance requirements supersede the N C. General Contract Terms and Conditions (Item No. 16, Page 11 -Insurance).

**THE GUILFORD COUNTY SCHOOLS REQUIRE THE FOLLOWING INSURANCE COVERAGES:**

**a. Workmen'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.

**b. Public Liability Insurance**

**The Contractor 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.

**c. Certificate of Insurance**

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

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

**d. Right to Reject**

The Board of Education reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Contractor on the grounds of poor claim service or financial responsibility.

**IMPORTANT NOTES:**

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

**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.

**Purchases made by Guilford County Schools are contingent upon available funding.**

**MINORITY AND WOMEN OWNED BUSINESS (MWBE) PROGRAM: (SEE PAGES 9 & 10)**

Minority businesses are encouraged to submit bids for this project. 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, Section 168A-3. Guilford County Schools Board of Education promotes full and equal access to business opportunities with Guilford County Schools (GCS). Minority and women owned businesses as well as other responsible vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

Prime suppliers (i.e., those who deal directly with GCS) should support GCS MWBE Program by making an effort to engage minority and women owned businesses as subcontractors for goods and services to the extent available. GCS has a goal of 10% participation. If there are additional questions, please contact Tammie Hall, at 336-335-3297 or email [hallt6@qcsnc.com](mailto:hallt6@qcsnc.com).

**Award of Contract Criteria:**

The Vendor's pricing, service, equipment, quality, reliability, availability and references are all factors that will be used in the evaluation and award process. All applicable taxes and freight charges shall be included in the pricing. Other factors used in the evaluation are actual job requirements, demonstrated ability of proposed equipment specified to meet GCS' requirements, location and availability of service, repair facilities and personnel, and the general reputation of the bidder.

All bids are evaluated equally, based on but not limited to the following criteria:

- Prices offered
- The quality of the equipment offered
- The general reputation and performance capabilities of the bidders
- The substantial conformity with the specifications and other conditions set forth in the request for bids/quotes
- The suitability of the equipment for the intended use
- The personal or related services needed
- Transportation charges
- Location and availability of service and repair facilities and personnel
- 3 References must be provided for proposed equipment
- Demonstration of proposed equipment, if required
- The dates of delivery and performance
- Such other factor(s) deemed pertinent or peculiar to the purchase in question which, if controlling, shall be made a matter of record.

All bids submitted should be as closely sized, equipped, etc. to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of The Guilford County Schools' Board of Education.

**METHOD OF EVALUATION:**

The evaluation of the bids will be done by a committee of evaluators. Each proposal will be scored using a predetermined point system according to the set of evaluation criteria listed. The point values associated with the award criteria are as follows:

Description Factor	Assigned Points	Score	Notes
Price of the eligible goods or service	0-35		
Ease of integration into our current GCS network environment	0-25		
Experience working with similar network infrastructures and complex conversions and/or upgrades (REFERENCES CONFIRMED)	0-15		
Prior GCS ordering, billing, and invoicing experience, including meeting all prior GCS requirements	0-10		
Prior GCS shipping & delivery experience, including meeting all prior RFP requirements	0-10		
Other cost (including misc. integration and/or testing, shipping, etc.)	0-5		
<b>Total Points</b>	<b>100</b>		



## AFFIDAVIT B Intent to Perform Contract with Own Workforce

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

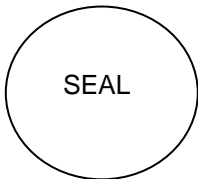
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

\*MWBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

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

Name of Authorized Officer: \_\_\_\_\_

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

NC T&C 11/10  
Supplies

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

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

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

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

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
  - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
19. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

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

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

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.

NC T&C 11/10  
Supplies

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

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.

**INSTRUCTIONS TO BIDDERS**

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. The Guilford County Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
  - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
  - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
  - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 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 Guilford County Schools those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Guilford County Schools. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** GCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** GCS reserves the right to require a list of users of the exact item offered. GCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
  - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.

- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to GCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by G to be pertinent or peculiar to the purchase in question. Unless otherwise specified by GCS or the bidder, GCS reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, GCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by GCS to be pertinent or peculiar to the purchase in question.

**All contracts are awarded contingent upon the availability of funds.**

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, GCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the GCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become GCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation that is over \$10,000, they must submit a written request to the Purchasing Officer of Guilford County Schools at the address given in the solicitation document entitled "Mailing Instructions". This request must be received by Guilford County Schools within five (5) consecutive calendar days from the date of the contract award, and must contain specific reasons and any supporting documentation for the protest.
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.

22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

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

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

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

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

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.

## AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) CONTRACT PROVISIONS

*By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.*

### Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

### Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

### Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with

recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

#### Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

#### Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

#### Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis- Bacon Act.

#### Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

#### Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95,

NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employee's.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

**Contractor Acknowledgement (to be completed by awarded bidder and returned to Guilford County Schools Purchasing Department)**

By entering into this contract with Guilford County Schools, Contractor hereby understands and agrees that all items or services are being paid for with funds from the American Recovery and Reinvestment Act (ARRA). By contracting with Guilford County Schools and accepting these funds, you agree to abide by all the aforementioned terms and conditions of ARRA. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Authorized Signature (Contractor), \_\_\_\_\_

Date \_\_\_\_\_