

	<p>GUILFORD COUNTY SCHOOLS Request for Qualifications/Proposal</p> <p>Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
<p>Direct all inquiries to:</p>	<p>Number: 6260</p>
<p>Velicia Moore</p>	<p>Proposal due date: 01/05/2021</p>
<p>gaddyv@gcsnc.com (336) 370-3240</p>	<p>Commodity: Owner's Representative Program Management</p>

NOTICE TO BIDDERS

Proposals, subject to the conditions made a part hereof, will be received by the Guilford County Schools Purchasing Dept. until 2:00 p.m. Tuesday, January 5, 2021 at gaddyv@gcsnc.com for the commodity as described herein. Proposals submitted via facsimile (FAX) machine in response to this Request for Qualifications/Proposal **will not** be accepted.

EXECUTION

In compliance with this Request for Qualifications/Proposals (RFQ/P), 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 proposal, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of the 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 RFQ/P, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

NAME OF COMPANY:		FEDERAL ID OR SOCIAL SECURITY NO.:	
STREET ADDRESS:		N.C. SALES & TAX REGISTRATION NO.:	
CITY & STATE & ZIP:		P.O. BOX:	ZIP:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		TELEPHONE NUMBER:	FAX NUMBER:
AUTHORIZED SIGNATURE:		TITLE:	
CONTRACT LICENSE NO.:		E-MAIL:	

Offer valid for **60 days** from date of 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

The purpose of this RFQ/P is to solicit a Qualified Owner Representative (Candidate) to contract with the Owner to provide customary owner's representative services for the pre-construction, construction, and post-occupancy phases of projects. In addition to providing customary Owner's Representative/Construction Management Advisor services, the Candidate will be responsible for ensuring the district's compliance with all local and state requirements.

2.0 GENERAL INFORMATION

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

TAXES

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

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

The Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes,

168A-3. GCS Board of Education promotes full and equal access to business opportunities with Guilford County Schools. Minority businesses are encouraged to submit bids for this project. All vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

Terms and Conditions

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

3.0 SPECIFIC INFORMATION

BID QUESTIONS

Upon review of the RFQ/P documents, vendors may have questions to clarify or interpret the RFQ/P to submit the best proposal possible. To accommodate the proposal questions process, vendors shall submit any such questions by 1:00 p.m. Tuesday, December 15, 2020.

Instructions:

Written questions shall be emailed to Velicia Moore by the date and time specified above. Vendors will enter "RFQ/P #6260 – Questions" as the subject for the email. Question submittals will include a reference to the applicable RFQ/P 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 RFQ/P, shall be considered authoritative or binding. Vendors shall be entitled to rely **only** on written material contained in an addendum to this RFQ/P.

PROPOSAL SUBMITTAL

Sealed Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at gaddyv@gcsnc.com and 501 W. Washington St. Greensboro, NC 27401, as described herein. It is the responsibility of the bidder to have the proposal in to the Guilford County Schools Purchasing Agent by the specified time and date of opening. Proposals shall be marked in the subject line of the email RFQ/P#6260.

Attempts to submit a bid via facsimile (FAX) machine, or telephone in response to this Invitation for bids will **not** be accepted.

REFERENCES

See Section 5 - References

4.0 AWARD AND PROPOSAL EVALUATION

REVIEW AND AWARD

Please see V. Submittal Review & Selection Process

EVALUATION CRITERIA

Please see V. Submittal Review & Selection Process

5.0 INVITATIONS FOR BID DOCUMENT

REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P) FOR AN OWNER'S REPRESENTATIVE PROGRAM MANAGER

Guilford County Schools

712 North Eugene Street
Greensboro, NC 27401
Phone (336) 370 - 8100

PROPOSAL DUE DATE/DELIVERY REQUIREMENTS- 2:00 p.m., January 5, 2021

Deliver 1 electronic copy via email + 3 Original Copies to:

Owner Contact – Velicia Moore

501 West Washington Street
Greensboro, NC 27401
Phone (336) 370 - 3240
Email: gaddyv@gcsnc.com

All official communication with Candidates and questions regarding this RFQ/P will be via email to the Owner Contact listed above. **No inquiries will be accepted after the clarification deadline as indicated in the program schedule.**

All Candidate inquiries will be responded to after the "Clarification Deadline", to all candidates who have notified the Owner Contact of interest. Responses to clarification will be made available on the Owner website where the RFQ/P is posted. Candidates should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the RFQ/P during the open solicitation period. **Candidates should not contact any team members, or any individual associated with the Owner regarding this RFQ or this project.**

I. PROGRAM SCHEDULE

RFQ/P Available	December 9, 2020
RFQ/P Question Deadline	December 15, 2020
RFQ/P Question Responses	December 21, 2020
RFQ/P Responses due	January 5, 2021
Interview Invitations sent to Short-Listed Candidates	January 19, 2021
Interviews	January 27-29, 2021
Candidates Notified of Selection	February 5, 2021
Contract Negotiations	February 10, 2021
Decision Memorandum Sent to Unsuccessful Candidates	February 15, 2021
Notice to Proceed Given to Successful Firm	March 1, 2021
Bond Program Estimated Substantial Completion	June 2025

II. BACKGROUND

Owner Background

GCS is the third-largest district in North Carolina, serving nearly 72,000 students across 125 schools in urban, suburban and rural areas. Because we are a larger district, we are able to offer opportunities that smaller districts, charter and private schools just can't. We have 48 magnet and choice schools with 66 programs, from Science, Technology, Engineering and Math (STEM) to performing or visual arts, advanced academics, Spanish immersion, Montessori, health sciences or aviation.

We also offer 187 Career and Technical Education courses in 50 schools, including programs in culinary arts, business, nursing, computers, and automotive technology, among others.

High schools across GCS offer more than 30 Advanced Placement courses. These college-level classes prepare students for the higher-level courses they will take after graduating from high school and moving on to colleges and universities.

GCS also offers the prestigious International Baccalaureate program at four high schools - and it's open to all students who qualify. Only a small number of districts in North Carolina are authorized by the International Baccalaureate Organization to offer the Diploma Program, and GCS has been a part of it since 1996.

Nine early and middle colleges allow students to earn up to two years of college credit while attending high school - and it's free.

Personalizing learning is what we are all about, and we are committed to personalizing learning for each of our students.

Mission

Guilford County students will graduate as responsible citizens prepared to succeed in higher education, or in the career of their choice. *

**This mission was adopted by the Guilford County Board of Education on December 12, 2000.*

GCS is celebrating great success, including achieving GCS's four-year graduation rate of 89.1 percent in 2019.

GCS is also a National District of Character and North Carolina District of Character. The compassion and generosity of our students and staff earned GCS the United Way Spirit of North Carolina Award each year since 2013.

Our incredible student achievements ranged from nationally recognized energy-conservation programs to launching science experiments into space. Nearly 1,000 students danced, acted, sang, painted and drew during the Summer Arts Institute.

Our employees have earned fellowships, state and national awards and we are ranked ninth in the country for the number of teachers with national board certifications. Ninth!

GCS is achieving educational excellence, inside and outside the classroom.

Program Description

See Exhibit B.

Guilford County Schools

Owner's Representative RFQ/P

III. RFQ/P OBJECTIVE

The purpose of this RFQ is to solicit a Qualified Owner Representative (Candidate) to contract with the Owner to provide customary owner's representative services for the pre-construction, construction, and post-occupancy phases of projects. In addition to providing customary Owner's Representative/Construction Management Advisor services, the Candidate will be responsible for ensuring the district's compliance with all local and state requirements.

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 business enterprises are encouraged to respond to this RFQ/P.

IV. SUBMITTAL REQUIREMENTS

Organize your RFQ/P response using the following outline. Please separate each section with dividers or tabs using the appropriate section labels. ***No fees shall be included in the RFQ Submittal.***

SECTION 1 – LETTER OF INTEREST

A maximum two-page letter of interest that includes a synopsis of the firm, business principals, distinguishing characteristics, approach to completing this program, primary contact information, and signed by the principal-in-charge.

SECTION 2 – EXPERIENCE AND QUALIFICATIONS

Please address each criterion listed below as it relates to your firm's relevant experience and qualifications.

1. Identify the individual who will be the main point of contact and the team responsible for providing services for the duration of the program. Consultant shall not change or substitute these individuals without prior approval. The Owner reserves the right to determine the acceptability of these individuals.
2. Provide all team members experience and responsibilities, including resumes. Provide background information including education, professional titles, related qualifications, specific roles in past projects.
3. Describe your firms past experience with providing Owner's Representation, highlighting any projects with similar size and scope to the proposed program. Working a large-scale bond program (Minimum \$200M) specifically for Pre-K-12 educational institutions
4. Provide your firms program organization structure and responsibilities.
5. How does your firm provide an in-depth cost evaluation of proposals, fees and budgets?
6. Show your ability/approach to organize, develop and maintain project schedules.
7. The program intends to use a multidisciplinary collaborative project approach. Describe your firm's knowledge with an integrated design process.
8. Describe your firm's knowledge of LEED & high-performance criteria and program requirements.
9. Describe your firm's understanding of commissioning, measurement and verification.
10. Understanding of the Owner, its organization and leadership.
11. Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation does your firm have the capacity to complete this program? What percentage of your firm is currently involved in other projects?

12. This project requires the Candidate to carry, at a minimum, general liability insurance and workers compensation according to State laws.
13. Demonstrate experience with Bond Initiatives or Capital Campaigns with school districts of varying size and complexity.
14. Demonstrate ability to manage and develop a master budget and maintain it accurately throughout the program to ensure a quality project is delivered within budget and provide a monthly cash flow projects report
15. Demonstrate a working knowledge in some or all disciplines including innovative construction techniques, architectural design, structural engineering, mechanical engineering, electrical engineering, civil engineering, roof design and maintenance, construction cost estimating, facility management and maintenance, information technology (word, excel, accounting). Indicate which disciplines you are knowledgeable and have expertise and/or experience.
16. Demonstrate a working knowledge of 21st Century, cutting edge technology for PK-12 educational institutions
17. Provide description of any lawsuits or claims including status and resolutions.
18. Describe understanding of Bonding, Permitting and Insurance requirements for school construction.
19. Identify any other unique challenges/ approaches that you have experienced that will assist the Owner with a successful program.
20. Describe your firm's process for minimizing Owner's risk throughout a project.
21. What does your firm do to ensure a safe construction site?
22. Assisting the district with funding requests is an important role of this program. The requirements for this program include obtaining accurate invoices from consultants and vendors and providing complete and thorough draw requests on behalf of the district in which each individual invoice is accurate as well as the total request. Please explain your experience regarding draw requests, the expectations you will set for your firm and for the consultants, contractor and vendors to ensure timely payment, and any lessons learned from past projects.
23. Please explain your firm's role in construction administration, including the observations and reporting your firm will complete for the program on behalf of the district. Please provide a sample of an OR field report from your firm.
24. What does your firm do to provide close-out documents and a list of fixed assets in a timely matter?
25. Demonstrate experience and understanding of different delivery methods. Note, what delivery method(s) you would recommend for our various projects.
26. The firm's proximity to and familiarity with the Guilford County Schools areas
27. Provide appropriate certification documentation, if the firm is designated as a Minority/Women-Owned Business Enterprise.
28. Describe the program (plan) that your company has developed to encourage participation by MWBE firms to meet or exceed the goals set by Guilford County Board of Education Administrative Procedure-Participation by Minority and Women Owned Businesses (MWBE), Dated: November 28, 2011. The Owner encourages Proposers to exceed this minimum MWBE participation level wherever possible. Provide a MWBE plan in the proposal.
29. Provide documentation of MWBE participation that the firm achieved over the past three (3) years on both public and private construction projects. Outline specific outreach efforts that your firm will take to notify MWBE/HUB firms of opportunities for participation.

SECTION 3 – SCOPE OF SERVICES

The Owner's Representative is expected to act on the owner's behalf in overseeing the program through completion. The candidate's proposed scope of services should include, but is not limited to, each item listed below. Please provide a narrative of your approach to providing the services below, and explicitly identify any additions or exclusions. When appropriate include the number of meetings, site visits, etc., and any other pertinent descriptions that clearly identify services included in the proposal.

1. Phase I – Pre-bond services

Refer to the Scope of Services Matrix "Pre-Design" Work provided as Exhibit A.

2. Phase II- Post Bond Owner's Representative Services

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Owner's Representative RFQ/P

Complete the Scope of Services Matrix provided as Exhibit A. The Candidate must validate each line in the exhibit by marking either provided or excluded.

SECTION 4 – SCHEDULE

It is expected that your firm will have the current capabilities and capacity to complete the program by the date listed in the program schedule. Provide a detailed schedule, including milestones, from the notice to proceed date through post-occupancy services. Provide reasoning, in this section, for any modifications or alterations your firm wishes to make to the recommended program schedule

SECTION 5 – REFERENCES

Provide a comprehensive list of **ALL** school projects completed or begun within the last 5 years, with contact information, along with a project description. Identify in the reference list which projects this team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

V. SUBMITTAL REVIEW & SELECTION PROCESS

The selection process consists of two phases, followed by negotiations with the apparent winner.

Phase 1 – RFQ Review

The Owner's Selection Committee will evaluate and score the RFQ submittals based on the selection criteria listed below:

Selection Criteria	Max Points Possible
Section 1: Letter of Interest. How complete and concise was the letter of interest and RFQ/P response? Was the RFQ/P well organized, with complete information responding to all of the submittal criteria?	5 points
Section 2: Experience and Qualifications Provided a comprehensive and insightful experience of working a large-scale bond program (Minimum \$200 million) specifically for Pre-K-12 educational institutions and qualifications package, which highlighted key personnel in addition to other items as stated.	20 points
Section 3: Scope of Services. Candidate has affirmed each of the Owners requirements for this program and demonstrates a clear understanding of Owner's needs and clear direction toward completing scope of work.	30 points
Section 4: Schedule. Ability to complete the tasks within the timeframe needed. Submitted complete & understandable schedule.	15 points
Section 5: References. Candidate has provided a comprehensive project list with contact information for projects completed over the last five years.	5 points
MWBE: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses. This will be applied to your MWBE Participation and is worth 25 points broken down as follows:	
MWBE 1: Company presented positive historical MWBE utilization on previous contracts. Company should list previous contracts, minority and women-owned businesses utilized, the contract amount, and the percentage of MWBE utilization for each contract.	7 points

MWBE 2: Company currently participates in a Joint Venture partnership with a certified MWBE firm for this proposal-Attach a copy of the notarized Joint Venture Agreement	5 points
MWBE 3: Company has a MWBE Plan for this proposal (MWBE Goals & Responsibilities, MWBE Program Actions, Project Outreaches, Prequalification Assistance, Monitoring & Reporting, and Mentor-Protégé Program)	8 points
MWBE 4: Composition of the firm's team make-up meets the district's MWBE participation goal at subcontracting/supplier level and includes diverse MWBE firms in significant and meaningful roles	5 points
Total Points	100 points

Phase 2 – Interview

An interview invitation will be sent out to the Candidates with the highest RFQ/P submittal scores on the date noted in the program schedule (maximum of three candidates). The invitation will explain the interview requirements and provide the time and location. The purpose of the interview is to ensure a full understanding of the RFQ/P responses and to introduce key members of the O/R team.

The interviews will consist of a short presentation followed by a longer period for questions and answers. During the short presentation, the lead consultant for the program should be identified along with members of the O/R team. Please note team members that will not be directly working on the program are not invited to the oral interviews.

The apparent winner will be determined based on their interview score, presentation, reference checks, and overall confidence by the selection committee that the candidate is the best choice to represent Guilford County Schools throughout this program.

VI. FEE PROPOSAL

Shortlisted Candidates shall prepare a detailed fee proposal as outlined below. The fee proposal is to be submitted in a sealed envelope prior to the start of their interview and will not be opened unless and until the Candidate is selected.

Detailed fee proposals shall include the following:

- ✓ Lump sum fee or fee structure for OR services from Notice to Proceed until November bond election;
- ✓ Lump sum fee for all OR services after the successful District bond election in November 2020;
- ✓ Detailed statement of work;
- ✓ Confirmation that all scope items from the original RFQ/P will be addressed;
- ✓ Any exclusions with explanations;
- ✓ Breakout of fee by phase;
- ✓ # of hours anticipated;
- ✓ # of people anticipated;
- ✓ Other resources;
- ✓ How the resources are to be used;
- ✓ Breakout of anticipated reimbursables included in the lump sum fee proposal;
- ✓ Hourly rates for all personnel involved in the program;

- ✓ Number of site visits anticipated to complete the work;
- ✓ Breakout of fees for any non-required scope proposed;

The negotiated fee is anticipated to include all costs, including reimbursables, for the program resulting in a “lump sum” format contract.

If the Owner and selected Candidate are unable to agree on the firm’s fee, the Owner reserves the right to negotiate with the next highest-scoring Candidate.

VII. Acceptance and Rejection

After the final selection has been made, the Owner will provide a summary of scores and a decision memorandum to each of the RFQ/P Candidates.

The Owner reserves the right to select any or reject any and all proposals in its best interest. The Owner also reserves the right to reject any or all Candidates as unqualified, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. The Owner also reserves the right to re-solicit, waive all informalities not involving time or changes in the work, and to negotiate contract terms with the apparent successful proposer.

The Owner is not responsible for cost incurred in preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted, which could be publicly shared. By submitting a proposal all Candidates agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Candidates contract. The apparent winner will be responsible for submitting a draft agreement to be used for this program. The Owner and the Owner’s legal counsel will review the agreement and negotiate terms prior to commencement of work.

As a condition of acceptance, and to avoid conflicts of interest, the selected Owner’s Representative will not be permitted to submit proposals for additional consulting or design work on this program regardless of qualifications.

VIII. RFQ/P Supporting Material

The following are provided for informational purposes in regard to the program:

1. Guilford County Schools Facilities Master Plan - provides background for the proposed program
2. Initial Program Budget
3. Preliminary Program Schedule

Exhibit A

Owner's Representative Scope Matrix

The following matrix is a worksheet to identify required and optional scope for Owner's Representative services. Please identify the scope represented by your proposal. For items with enhanced, limited, or excluded scope, please provide a description in your proposal narrative, with a page reference in the matrix below. Please list any other additional services proposed in the section provided at the end of the list below. *Any non-required scope proposed should be broken out as a line-item in the fee proposal.*

Scope/Task	Required	Provided	Excluded	Comments:
Pre-Design				
Review Owner's master plan and all other district supplied planning materials. Review scope/ program and costs and understand the Owner's goals for the project(s). Note allowances, owner soft costs, escalation, and any other specific line items as they relate to the entire project and budget.	x			
Assist the Owner on the formation of committees for the selection of all project consultants.	x			
Assist the Owner on the formation of a committee of committed stakeholders for the purposes of design review, finish review, and mechanical systems, material, and equipment decisions.	x			
If requested, be prepared to chair each committee and display skills in meeting management in order to streamline commentary and decision-making process. The Owner's Representative should be guiding the committee with appropriate recommendations consistent with outlined goals for the project(s).	x			
Assist the Owner with selection of a delivery method most appropriate to the schedule and the outlined goals for the project(s).	x			
Determine what consultants and services will be necessary to deliver the project(s) in compliance with all applicable Federal/State/Local regulations, and oversee the permitting, procurement, contracting, monitoring, and management of all project consultants, design professionals, contractors and vendors and their associated scope on behalf of the Owner.	x			
Assist the Owner with the selection of consultants/contractors through a qualifying and selection process as coordinated with GCS Capital Construction Assistance staff. Provide detailed analysis and advice to the Owner in the evaluation of proposals.	x			
Assist with selection of consultants through a qualifying and selection process that are not traditionally part of an architect/engineer/general contractor's consultant team but will have contracts with Owner, such as environmental, geotechnical, third party testing and inspections, FF&E, technology, etc.	x			
Assist Owner in implementing third party certification of high-performance buildings which includes the selection of consultants capable to provide expertise in high performance design including high performing energy modeling. Understand the difference in the	x			

Guilford County Schools

Owner's Representative RFQ/P

various certifying agencies and recommend the most appropriate for the Owner goals in the project.				
Assist the Owner with the development and review of contracts with consultants and assist in the negotiation of fees and contracts with consultants. Contracts will also be reviewed by the Owner's attorney.	x			
Identify all State and Local agencies that will be utilized during the review process and oversee the submittal process. This will include coordination of all road improvements/ site development requirements with State and Local agencies.	x			
Assist the Owner in procuring and managing environmental, geotechnical, and other consultants in order to identify the project existing conditions in preparation for construction or demolition work.	x			
Coordinate with the design team throughout the design phases and create progress reports to be delivered to Owner.	x			
Develop and update a Master Program Budget, by project, to be tracked from start to completion of the project. Maintain accountability to the budget, assist the Owner with monitoring, identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process. Serve as liaison with district staff in all budget matters. Owner's Representative is to maintain, track and coordinate use of any projects reserve accounts with the Owner. At no time should the reserve account be used for project expenses unless approved by the Owner.	x			
Compile and update Master Schedule milestones for all design phases, design review, bidding activities, purchase of major equipment, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of key points with Owner.	x			
Establish Owner's Representative as the central point of contact for coordinating all project activities including process for approvals, maintenance of project records, responses to inquiries from consultants, suppliers and contractors, transfer of information to decision makers, coordination of project information flow and progress reports to the Owner, and general public as required.	x			
Assist the Owner with developing/ implementing and coordinating technology needs. Assist with the selection of consultants and vendors.	x			
Assist with Schematic Design				
Orchestrate initial reviews with the State and Local agencies with jurisdiction over the project and understand the process that must be followed for final approvals. Include in master schedule.	x			

Initiate a project review process to review, at a minimum, design options for interior and exterior, high performance design, student and staff safety, code compliance, adherence to school program and resolution of deficiencies identified in the school districts mater plan and appropriate Owner committees/ personnel/ stake holders/ etc.	x			
Review projects as it relates to the overall Owner's program guidelines and coordinate with the Owner as necessary with any deviations.	x			
Review product selections and specifications for ease of maintenance/warranties/environmentally responsible products and solicit input from maintenance personnel to standardize equipment and construction materials. Verify that selected materials are consistent with the goals set forth for the project.	x			
Assist with the outline of a capital reserve budget program that addresses the life cycle of equipment and systems of the project.	x			
Facilitate the review of the interior design by the Owner's committee, document decisions and verify that final design and installation is consistent with the finish selections made. Take necessary action such that Architect / Interior designer provides finish board upon approval of the interior design.	x			
Maintain design team accountability to the design intent as described in the project scope and approved by the Owner.	x			
Provide weekly and monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes, and other key project information.	x			
Oversee the establishment of a schematic design estimate and take necessary action such project(s) stay within budget prior to proceeding to Design Development.	x			
Assist the Owner in their review and approval of schematic design.	x			
Notify Owner of the intent to approve schematic design to proceed into Design Development.	x			
Assist with Design Development				
Assist the Owner in developing FF&E requirements including inventory of all existing FF&E. Monitor FF&E budget for compliance with Owner's budget. Assist the Owner with the selection of an FF&E vendor or if included in the design team's scope, review all decisions with the Owner.	x			
Assist in continued development of the capital reserve budget accounts as system and equipment selection is refined and life cycles are more specific.	x			
Initiate project review of drawings/specs and cost estimate with Owner for review prior to proceeding to Construction Documents.	x			
Provide weekly and monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	x			
Assist with Construction Documents				
Assist in continued development of building renewal program/strategies.	x			

Orchestrate and assist the Owner in the review of construction documents/specifications and cost estimates for approval of construction documents.	x			
Coordinate acceptance of the Construction Documents and finalize pricing.	x			
Assist the Owner with development of a maintenance plan based on the approved design specifications, including development of a Green Housekeeping Plan to be used as a LEED Innovative Credit, if desired.	x			
Provide monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	x			
Assist with the Bidding Process				
Coordinate with agencies affected.	x			
Coordinate and review any modifications to pricing with the Owner.	x			
Review insurance and bonding requirements. Ensure general contractor insurance certificates meet the requirements of the state. Once insurance and bonding certificates have been received and approved by the O/R, forward certificates to the Owner. As the general contractor's insurance is renewed the O/R is to provide updates to the Owner until the general contractor no longer holds the project insurance.	x			
Assist GCS in minority business and equal employment opportunity programs (MWBE Good Faith Efforts). Review list of prospective MWBE bidders and consult with GCS concerning pre-qualification procedures.				
Advise GCS and Project Architect on the reduce barrier packaging for the various bid packages per Construction Manager at Risk Construction Method.				
Develop MWBE bidder interest for each project and establish bidding schedules.				
Oversee Construction Process				
Assist with the development of a safety plan for the construction site.	x			
Take necessary action such that terms of the contract are enforced.	x			
Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the General Contractor.	x			
Coordinate moving and storage of equipment and furnishings as necessary.	x			
Assist with placement of construction trailers, fences, signage, staging areas, and construction traffic zones.	x			
Attend Construction Meetings as established (weekly or bi-weekly).	x			
Create materials for the school to distribute to their staff, parents, and local neighbors indicating construction timeframes, rules during construction, and what to expect.	x			
Review construction progress as provided in construction management programs and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports.	x			

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Owner's Representative RFQ/P

Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify Owner if there is deviation from project progress.	x			
Verify and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed.	x			
Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the Owner of non-conforming work with the Contract Documents. O/R to coordinate with all consultants/vendors responsible for the non-conforming work to implement a corrective solution.	x			
Participate as part of the communications and distribution of construction directives including, but not limited to RFI, PCO, ASI actions.	x			
Assist the Owner in the review of pending Change Orders and notify the Owner of such. The O/R should review with the design team the proposed scope and costs assigned with the pending change order prior to reviewing with the Owner.	x			
Resolve any disputes or claims prior to final approval or denial of a Change Order.	x			
Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.	x			
Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.	x			
Assist with coordinating environmental and abatement work with demolition and construction activities as it applies to the project.	x			
Assist with scheduling and implementation of technology and security as it applies to the project(s).	x			
Assist the Owner with any concerns and/or complaints by staff, community members, and parents during construction.	x			
Provide weekly/monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	x			
Assist with third-party high-performance building certification requirements from the Owner's Perspective				
If required, coordinate with Design Team and assist in understanding the value of each criteria outlined by the third-party certification process chosen by the project team. Have knowledge of the various certification agencies and their requirements and help the Owner select the most appropriate process/agency for achieving goals outlined for the project.	x			
Assist with the Close-Out of the Project				
Coordinate moving of new/old/stored furnishings and equipment into the completed facilities, if required.	x			

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Take necessary actions such that there is a seamless handover of projects to the Owner.	x			
Schedule and assist the Owner in developing punch lists for projects completion and attend all walk-throughs.	x			
Coordinate and attend the training of staff on <u>all</u> systems including but not limited to mechanical, lighting, new equipment, etc. Verify that the Owner has been adequately trained in systems. Consider training that occurs over a period of time in lieu of too much information in too short of time.	x			
Coordinate transfer of stock supplies of materials to the Owner as indicated in the specs or construction agreement.	x			
Assist the Owner in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.	x			
Provide description of final budget with record of expenditures.	x			
Assist the Owner in acceptance and issuance of the final pay application and verify that the advertising for final payment has been completed.	x			
Oversee that all third-Party inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO). If inspections are not complete and a building requires immediate occupancy and appropriate inspections indicate there are not life safety issues and a temporary certificate of occupancy (TCO) is issued, that prior to 90 days of issuance all inspections are complete to obtain a CO or a renewal of the TCO.	x			
Initiate a team evaluation of the process and final product and include lessons learned for all participants.	x			
Take necessary action such that proper inspections have been conducted, documented, and all permits are in place.	x			
Assist the Owner During the Warranty Period				
Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.	x			
Schedule the 11-month warranty walk through with the design team if the warranty is minimum of 1 year.	x			
Schedule the additional warranty walkthroughs as required (e.g., 23-month walk through).	x			
Assist the Owner with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.	x			
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.	x			
Assist with School Operations				
Identify interim storage needs and locations if necessary.	x			

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Review with the Owner the options for the remaining existing facilities. If the Owner would like to engage the O/R with options etc., provide a separate fee proposal for the extended assistance.	x			
Promote that staff and students are engaged in the progress of the project, identify key educational learning opportunities in the design and construction process, and cooperate and facilitate with the Owner's staff, the creation of learning packages for students of all ages.	x			
Coordinate and facilitate presentations to students, parents, staff and the community at large throughout the process. Make presentations at SD, DD and CD phases of the project.	x			
Consult with Owner's web site administrator to post presentations, schedules and important messages about the project.	x			
Assist the Owner with evaluating recommendations made by the design professionals on how to implement HP design opportunities such as solar power on the building including rebates or assistance that may be available from outside sources.	x			
Assist with Post Occupancy				
Execute monitoring and building performance evaluations at the 11th and 23rd months if provided after completion. Assist the Owner with defining and soliciting extended services of the commissioning agent or others to monitor energy usage until just prior to expiration of the relevant warranties and to assist the Owner with operations as needed during the first 24 months.	x			
Be available to assist with curriculum development/demonstration projects related to the building.	x			
Coordination of Stakeholders				
Identify stakeholders to the project.	x			
Coordinate stakeholder input and communication throughout process.	x			
Grants/Rebates				
Coordinate with grant committee to apply for any available grants or rebates / credits that may be available for the use of High-Performance Building techniques or systems or other available grant opportunities.	x			
Other Liaison/Grant Compliance				
Serve as liaison/ coordinate between the Owner and other funding entities throughout the design/construction process/project close out and warranty period.	x			
Keep staff up to date as the project progresses and decisions are made.	x			
Comply with all program requirements and reports. Including NC HUBSCO Reporting Information.	x			

Any other assignment as determined by the Owner's construction committee and to facilitate and enhance the successful completion of the Project. If the Owner's Representative identifies a request is out of the scope of the contract, the Owner's Representative must notify the Owner immediately, at which time the Owner's Representative must provide the Owner with a description of the added scope and costs associated with the identified task and must have acceptance by the Owner of the added cost prior to start of identified scope. Any decisions should not impact the progress/ process of the project.	x			
Reports on daily operation and specific problems to the Owner's capital construction committee and routinely to the superintendent, principals, and board directors (including attendance at meetings) as requested.	x			
Limitations of Authority				
The Owner's Representative shall NOT:				
Authorize deviations from the Contract Documents.	x			
Approve substitute materials or equipment except as authorized in writing by the Architect and the Owner.	x			
Personally, conduct or participate in tests or third-party inspections.	x			
Assume any of the responsibilities of the Contractors or of Sub-contractors.	x			
Expedite the work for the Contractor.	x			
Have control over or charge of or be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.	x			
Issue a Certificate for Payment or Certificate of Substantial Completion or sign on the Owner's behalf.	x			
Prepare or certify the preparation of a record copy of the drawings, specifications, addenda, Change Orders and other modifications.	x			
Reject work or require special inspection or testing except as authorized in writing by the Architect.	x			
Accept, distribute or transmit submittals made by the Contractor that are not required by the Contract Documents.	x			
Order the Contractor to stop the work or any portion thereof, except for safety reasons that immediately affect the life and safety of any staff or person.	x			
Additional Services Proposed by Candidate				



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: _____

INSTRUCTIONS TO BIDDERS

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

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

22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

- A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
- B. At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the last seven (7) years. 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.

- C. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property.
 - 1. Child Molestation or Abuse or indecent liberties with a child;
 - 2. Rape;
 - 3. Any Sexually Oriented Crime;
 - 4. Drugs: Felony use, possession or distribution;
 - 5. Murder, manslaughter or other death related charge; or
 - 6. Assault with a deadly weapon or assault with intent to kill.
- D. Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.
- E. Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.
- F. Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

GENERAL CONTRACT TERMS AND CONDITIONS

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

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

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

12. **PATENT:** The contractor shall hold and save GCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
- 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):** If the awarded vendor is registered with eProcurement, then 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.