



**GUILFORD COUNTY SCHOOLS  
Request for Proposal**

**Purchasing Department 501  
W. Washington Street  
Greensboro, NC 27401**

<b>Direct all inquiries to:</b>	<b>Number: 6533</b>
Shayla C. Parker	<b>Proposal due date: 10/31/2022</b>
<a href="mailto:parkers3@gcsnc.com">parkers3@gcsnc.com</a> (336) 370-3242	<b>Contract Services: Turnkey Engineering and Construction Management Services for Installation of Artificial Turf Field</b>

**NOTICE TO BIDDERS**

Quotations, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until **2:00 pm** on Monday, October 31, 2022, for furnishing and delivering the commodity as described herein. Bids submitted via facsimile (FAX) machine, email or any other electronic method in response to this Request for Qualifications **will not** be accepted

Guilford County Schools (“GCS” or “Owner”) is issuing this Request for Proposals (RFP) #:6533 issued on October 3, 2022, for the establishment of a Services Contract for Turnkey Engineering and Construction Management Services for Installation of Artificial Turf Field to replace the existing natural grass football-stadium field at Page High School, located at 201 Alma Pinnix Dr, Greensboro, NC 27405 (“Work”).

Sealed Proposals, subject to the conditions made a part hereof, shall be received and time stamped or signed in by the GCS Purchasing Office at **501 West Washington Street, Greensboro NC 27401** no later than **2:00 PM** on **October 31, 2022** (collectively the “Proposal Due Date”). Submitters are responsible for ensuring the GCS Purchasing Office staff receives the proposal submission on or prior to the Proposal Due Date. The time a Proposal is received shall be determined by the written time/date or time stamp on the Proposal receipt by the time clock in the GCS Purchasing Office. Delivery to, or receipt by, any office other than the GCS Purchasing office shall not be deemed receipt by the Office of Purchasing and Contracting until accurately received in and time stamped. Guilford County Schools is not responsible for late delivery by courier/mail service. Proposals received after the Proposal Due Date shall not be considered. If GCS is closed for any reason on the Proposal Due Date, the Proposal Due Date shall automatically be the same time as originally stated on the next business day GCS is open.

GCS reserves the right to accept or reject any and all Proposals in whole or in part and waive any informalities in the competitive negotiations process. Further, GCS reserves the right to enter into any Contract deemed to be in the best interest of GCS. The entire contents of the RFP, any Addenda, Submitter’s Proposal and Negotiated Changes shall be incorporated by reference into any resulting Contract.

**GENERAL INFORMATION**

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

**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 proposals 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. All submitters are hereby notified that they must have the proper license as required under the North Carolina laws.

The award of a contract under this solicitation may be paid with federal funding and/or other sources. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective vendors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

**PRE-PROPOSAL CONFERENCE:**

A Pre-Proposal conference will not be held for this Procurement.

**PROPOSAL SUBMITTAL:**

Sealed Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at [parkers3@gcsnc.com](mailto:parkers3@gcsnc.com) and **501 W. Washington St. Greensboro, NC 27401**, as described herein. It is the responsibility of the submitter to have the proposal to the Guilford County Schools Purchasing staff by the specified time and date of opening. Proposals shall be marked in the subject line of the email RFP #6533 –Turnkey Turf Services.

**QUESTIONS:**

All questions related to this Request for Qualifications/Proposal shall be submitted in writing to, Shayla Parker, Purchasing Director, [parkers3@gcsnc.com](mailto:parkers3@gcsnc.com). To be assured consideration, **questions should be received prior to 4:00 PM on October 14, 2022** and all questions MUST be addressed in the subject line to read: RFP 6533 – Questions. Failure to label questions as stated or failure to submit questions prior to October 14, 2022 at 4:00 PM may result in the questions not being answered. The Office of Purchasing will issue written responses to questions received as an Addenda, as set forth below.

**ADDENDA:**

Changes or modifications to this RFP will only be made by written Addenda issued by the Purchasing staff and designated as “Addendum No. \_\_\_\_”. No other form of communication shall modify this RFP.

Addenda will be posted on the GCS website under Bids and Solicitations.

Submitters shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by initialing here:

Addendum #1: \_\_\_\_\_ Addendum #2: \_\_\_\_\_ Addendum #3: \_\_\_\_\_ Addendum #4: \_\_\_\_\_

**PROPOSAL SUBMISSION ADDRESS:**

Proposals are to be submitted by mail, hand delivered or express carrier.

To submit a Proposal by the United States Postal Service, Submitters **MUST** use the following address and allow a minimum of five (5) business days for delivery:

Guilford County Schools  
Purchasing Office  
Attn: Shayla Parker  
501 West Washington Street  
Greensboro, NC 27401

Or

**To submit a Proposal by hand delivery or express carrier, Submitters MUST** use the following address:

Guilford County Schools  
Purchasing Office  
Attn: Shayla Parker  
501 West Washington Street  
Greensboro NC 27401

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

Refer to Section III, Instructions to Submitters, for additional instructions and requirements.

**NO CONTACT POLICY:**

Upon issuance of this RFP, any contact initiated by any Submitter with any GCS representative (Superintendent, Staff, School Board Member, Students or Evaluation Committee, etc.) other than the Purchasing staff, concerning this Proposal is prohibited. Any such unauthorized contact may result in disqualification of the Submitter and/or Proposal.

**ACCEPTANCE OF WORK:**

By submitting a Proposal, Submitter confirms that it can deliver all of the Work contained in the RFP.

**REQUIRED DOCUMENT WITH SUBMITTAL**

In compliance with this Request for Qualifications and Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items upon which prices are 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 RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late Proposals**

**will not be accepted.**

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:	

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***\*Return these pages with the proposal***

## I. INTRODUCTION

## **BACKGROUND**

GCS is the third-largest district in North Carolina, serving more than 68,000 students across 126 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 258 Career and Technical Education courses in 49 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. Additional information regarding GCS can be found at [www.gcsnc.com](http://www.gcsnc.com).

## **Purpose**

GCS seeks sealed proposals from qualified Engineering and Construction Management vendors for the establishment of a contract for the provision of Turnkey Engineering and Construction Management services for a new Artificial Turf Field to replace the existing natural grass football-stadium field at Page High School, located at 201 Alma Pinnix Dr, Greensboro, NC 27405 ("Work").

## **II. SCOPE OF WORK**

The successful firm shall be responsible for providing Turnkey Engineering and Construction Management Services to replace the existing natural grass football-stadium field at Page High School, located at 201 Alma Pinnix Dr., Greensboro, NC 27405 (“Work”). Proposals shall include all aspects of design, site prep, construction and installation required for this project to be a success and to be considered a “turnkey” event. The Scope of Work shall include investigation and analysis of the existing field conditions, develop preliminary and final design of proposed artificial turf field, to include, but not be limited to, drainage and stormwater management and construction drawings in compliance with all standards, Codes and Regulations.

It is preferable, yet not required, that the successful firm have experience in the design & construction of artificial turf fields of no less than five (5) years and includes a minimum of five (5) artificial turf field projects in their portfolio for review and consideration. The installation shall be performed by a “American Sports Builders Association” certified builder.

All work, including any engineering, civil/surveying, geotechnical and other portions of the Work shall be planned and designed by, or under the immediate supervision of, a licensed Engineer, who has the expertise in the discipline involved. Any sub-contracted work shall be performed by the consultants, associates, or subconsultants/ subcontractors proposed by the Submitter during the selection process as part of the Submitter’s team. The successful Submitter shall be solely responsible for any Work performed under the Contract by its consultants, associates, or subcontractors.

***Services to include, but not limited to:***

1. Conduct site evaluation, analysis and survey of existing field conditions and sports field lighting, as required.
2. Perform artificial turf test pits or cores, as required in accordance with Athletic field scheduling.
3. Determine sub-grade, base, storm water management system/drainage system, pads, nailer boards, turf, infill material and any other work required for a complete design for installation of an artificial turf field. Determine electrical and communication requirements for on-field equipment that includes and is not limited to power/ connections for equipment, i.e. fans, charging stations, connectivity to PA systems, team/ press box communications, etc.
4. Prepare, file and obtain all necessary permits and approvals.
5. Attend up to four (4) meetings with GCS staff and representatives. The vendor shall schedule and conduct meetings as necessary for the successful completion of the Project and as directed by GCS. In conjunction with meetings, the vendor shall schedule meetings; provide advance notice of meetings to attendees; prepare and distribute agenda to all attendees before meetings; and chair meetings, addressing all old and new business, recording minutes and controlling discussions to focus on results and the resolution of problems. The vendor shall provide written minutes to GCS within five (5) days of the meeting.
6. Provide any applicable product samples and/or product documentation for review and approval. This should include, but not limited to, good/better/best options, lifecycle costs and maintenance costs assumed.
7. Prepare preliminary and final design, construction drawings and specifications in compliance with all applicable Codes and Regulations.
8. Prepare construction cost estimate and detailed project schedule. This schedule shall include length of time required to complete design phases, permitting, milestones, estimated construction duration, review periods, and final construction completion. Construction shall be completed no later than the Summer of 2023, in coordination with the GCS’ Athletic Schedule.
9. Provide construction administration services including but not limited to shop drawing review, review of contractor payment requisitions, contractor change order review, close out document review and regulatory compliance needs. Under these tasks the awarded firm to attend up to six (6) weekly or bi-weekly construction progress meetings, to include one (1) pre-construction / kick-off meeting with the contractor. Awarded firm shall

schedule and conduct meetings as necessary for the successful completion of the Project and as directed by GCS. In conjunction with meetings, the vendor shall schedule meetings; provide advance notice of meetings to attendees; prepare and distribute agenda to all attendees before meetings; and chair meetings, addressing all old and new business, recording minutes, and controlling discussions to focus on results and the resolution of problems. The vendor shall provide written minutes to GCS within five (5) days of the meeting.

10. Identify any additional tasks, in your proposal submission, that are required to complete the design services.

For the Contract, the successful Submitter must:

- Furnish the deliverables as required in the Scope of Work.
- Assure complete, competent, properly coordinated, and thoroughly checked deliverables; and
- Maintain security practices to prevent disclosure of information about the Work under the Contract to any individual or firm other than to GCS except as may be required to obtain quotations for materials and supplies for subcontract work.

Deliverables included but not limited to:

1. Work scope - Labor and Material

a. Sub-base

- i. Geotechnical investigation and analysis
- ii. Site survey (establish monument points, grade stakes, etc.)
- iii. Stripping of vegetation and excavation (approximately 8-12" of existing topsoil)
- iv. Disposal of excavated material at site
- v. Engineering tests of existing subbase (nuclear density testing, 8-10 tests, 95% compaction)
- vi. Supply and installation of drainage piping connected to existing storm drain system. Cost should include location and condition of existing system as well as costs for any repairs/ improvements to the existing drainage system that allow for proper drainage of the new artificial turf
- vii. Supply and installation of goalpost sleeves
- viii. Supply and installation of anchor system around perimeter of field
- ix. Supply and installation of geotextile layer
- x. Supply and installation of drains as dictated by local rainfall information
- xi. Supply and installation of crush aggregate, laser graded and compacted
- xii. Supply and installation of conduit for electrical and low voltage to include and not limited to play clocks, scoreboard(s), intercom/ PA systems, misc. electrical equipment, etc.
- xiii. Engineering tests of new installed subbase (nuclear density testing, 8-10 tests, 95% compaction)
- xiv. Permeability tests
- xv. Adjustments to field after installation
- xvi. Cleanup of all disturbed areas impacted by the specific work
- xvii. Training of school district grounds staff and school staff for daily/ weekly maintenance of field

2. Artificial Turf deliverable

- a. Include a completed, installed lined football field including white numbers, white arrows, hash marks, one center logo, green playing surface and green end zones. Additional colors specific to school colors shall be considered for the center logo as well as end zones.

Included in the proposal:

1. Warranty shall be for 8 years for premature wear and 8 years for UV degradation
2. Costs shall include the required equipment for the daily/ weekly maintenance of the field not included in the maintenance agreements
3. Alternate #1- Cost for a 4-year maintenance agreement for the field conditions including drainage
4. Alternate #2- Cost for an 8-year maintenance agreement for the field material & conditions including drainage
5. Alternate #3- Cost for the material and installation of new goal posts





**III. INSTRUCTIONS FOR SUBMITTERS**

**Purchasing Department**

501 W. Washington St.  
Greensboro, NC 27401  
Phone (336) 370 - 3242

**PROPOSAL DUE DATE/DELIVERY REQUIREMENTS- 6533, October 31, 2022**

**Deliver two (2) electronic copies in a flash drive + one (1) original bound copy and three (3) copies:**

**Owner Contact – Shayla Parker**

501 West Washington Street  
Greensboro, NC 27401  
Phone (336) 370 - 3242  
Email: [parkers3@gcsnc.com](mailto:parkers3@gcsnc.com)

All official communication with Candidates and questions regarding this RFP 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 RFP 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 RFP during the open solicitation period. **Candidates should not contact any team members, or any individual associated with the Owner regarding this RFP or this project.**

**1. QUESTIONS/INFORMATION REQUESTS**

**PROPOSAL QUESTIONS:**

Upon review of the RFP documents, vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the proposal questions process, vendors shall submit any such questions by **October 14, 2022**.

**INSTRUCTIONS:**

Written questions shall be emailed to Shayla Parker [parkers3@gcsnc.com](mailto:parkers3@gcsnc.com) by the date and time specified above. Vendors will enter “RFP# 6533 – Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, GCS’s response, and any additional terms deemed necessary by GCS will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any

GCS personnel, whether made in response to a question or otherwise regarding this RFP, shall be considered authoritative or binding. Vendors shall be entitled to rely **only** on written material contained in an addendum to this RFP.

## **2. SCHEDULE**

RFP Issuance	October 3, 2022
Pre-Proposal Conference	N/A
RFP Question Deadline	October 14, 2022
RFP Question Responses/Addendum	October 21, 2022
<b>Proposal Due Date</b>	<b>October 31, 2022</b>
Interviews of Short-listed Candidates	November 4, 2022
Notification of Intent to Award Contract	November 8, 2022
Notification to Unsuccessful Applicants	November 8, 2022
Board Approval to Proceed with Contract Negotiations (if necessary)	November 15, 2022

### **PROPOSAL SUBMITTAL:**

Sealed Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at [parkers3@gcsnc.com](mailto:parkers3@gcsnc.com) and 501 W. Washington St. Greensboro, NC 27401, as described herein. It is the responsibility of the submitter to have the proposal 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 RFP #6533.

Attempts to submit a proposal via facsimile (FAX) machine, email, or telephone in response to this invitation for proposal will **not** be accepted.

***\*Please be advised that Washington Street building is closed from Friday at 5:00 pm until Monday at 8:00 am and deliveries will be left outside the front door if delivered during these times. \****

### **3. DEBARMENT STATUS**

By submitting a proposal, the Submitter certifies that they are not currently debarred by the State of North Carolina, any other state or political subdivision, nor GCS from submitting proposals to GCS, the State of North Carolina or any other state or political subdivision for the goods and/or services covered by this solicitation. The Submitter equally certifies that no agent or principals are currently so debarred. An affirmative response may be considered grounds for rejection of the proposal. This statement shall also apply to any subcontractor(s) the Submitter intends to use in the performance of any resulting contract.

### **4. ETHICS IN PUBLIC CONTRACTING/NON-COLLUSION**

By submitting a response, Submitter certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Submitter, supplier, manufacturer or subcontractor in connection with their proposal. Submitter shall certify they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised unless consideration of substantially equal or greater value was exchanged.

### **5. CONFLICT OF INTEREST STATEMENT**

By submitting a proposal, the submitter certifies that to the best of his/her knowledge no GCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon as thereafter it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

Whenever there is a reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the proposal or contract and that the Contractor has failed to disclose such a benefit, or has inadequately disclosed it, GCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

In the event the Submitter has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at the time of Contract award and becomes known after inception of a contract, the Submitter shall address the disclosure of such to the Purchasing staff in the Purchasing Office. The RFP number shall be referenced in the full disclosure.

#### **6. EXPENSES INCURRED IN PREPARING PROPOSAL**

GCS accepts no responsibility for any expense incurred by any Submitter in the preparation and presentation of a Proposal. All expenses related to an Offer are the sole responsibility of the Submitter.

#### **7. INCOMPLETE DOCUMENTS**

Submitters are responsible for having determined the accuracy and/or completeness of the RFP upon which it is relied in making its Proposal, and has an affirmative obligation to notify the GCS Purchasing staff immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the RFP.

If a potential Submitter downloaded an electronic version of the RFP, that potential Submitter is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful Submitter proceeds with any activity that may be affected by an inaccuracy, error in or omission in the solicitation documents of which it is aware but has not notified the GCS Purchasing, the submitter hereby agrees to perform any work described in such missing or incomplete documents at the Submitter's sole expense and at no additional cost to Guilford County Schools.

Failure to acknowledge Addenda issued during the solicitation process on the RFP Title Page 2, or by including a signed copy of all Addenda with the Proposal, is considered an incomplete Proposal Document.

#### **8. QUALIFICATION OF SUBMITTER**

Before submitting a Proposal, each Submitter shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by GCS that the Submitter will rely upon. No pleas of ignorance or mistake, inaccuracy, misrepresentation of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Submitter of its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary compensation on the part of the successful Submitter.

GCS may make any such reasonable investigations as deemed proper and necessary to determine the ability of the Submitter to perform the Work as is requested in the RFP. GCS reserves the right to inspect Submitter's physical facilities prior to award to satisfy questions regarding the Submitter's capabilities. GCS further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Submitter fails to satisfy GCS that such Submitter is properly qualified to carry out the obligations of the contract and to complete the Work or furnish the item(s) contemplated herein.

## **9. LATE PROPOSALS**

To be considered for evaluation, Proposals must be received by the Office of Purchasing and Contracting by the designated date and time listed in the RFP. The official time used in the receipt of Proposals is the time at the Front Desk. Proposals received after the date and time designated will be considered nonresponsive, automatically disqualified and will not be considered. GCS is not responsible for delays in the delivery of mail by the United States Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Submitter to ensure their Proposal reaches the Purchasing Office by the designated date and time.

## **10. INTEREST IN MORE THAN ONE PROPOSAL**

More than one Proposal received in response to this RFP from an individual, firm, partnership, corporation, affiliate or association under the same name or different names will be rejected. Reasonable grounds for believing a Submitter is interested in more than one (1) Proposal for an RFP both as a Submitter and as a subcontractor for another Submitter will result in the rejection of all Proposals in which the Submitter is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Submitters submitting a Proposal for the Work. Submitters rejected under the above provisions shall be disqualified if they respond to a new RFP for the same work.

## **11. INCLEMENT WEATHER POLICY**

Due to inclement weather conditions, GCS may elect to close schools and/or administrative offices. The following is an explanation of the policy. In the event of a delayed school opening, all times shall remain as stated in the Request for Proposal. In the event of a closure, any pre-proposal conferences and all proposal openings will be held on the next full business day in which GCS experiences a normal opening day, with no closures or delays.

## **12. INSURANCE REQUIREMENTS**

Each Submitter shall review the Insurance Requirements section carefully with its insurance agent or broker prior to submitting a Proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Submitter is not able to meet the insurance requirements of this solicitation, alternate insurance coverage acceptable to GCS may be proposed by the Submitter and considered by GCS. Written requests for consideration of alternate coverage must be received by the GCS Purchasing staff at least ten (10) calendar days prior to the date and time Proposals are set to be received. If GCS denies the request for alternate coverage, the coverage required by the Insurance Checklist or Requirements section must be provided.

## **13. PROVIDER CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

As a condition for awarding a Contract for the provision for the Work that requires the Provider or his employees to have direct contact with students on school property during regular school hours or during school sponsored events, the Guilford County School Board shall require the Provider to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Provider certification covers its employees, its subcontractors and the employees thereof.

The Provider certification shall also cover its employees, its subcontractors and employees thereof assigned to the Work after the Contract award. The Provider, upon demand from GCS, shall provide all information, which allowed for the Provider's certification. The Provider shall submit to GCS a completed Provider's Criminal Conviction Certification on the form provided in this RFP.

## **14. AWARD PROTEST**

Any Submitter may protest the award or decision to award a Contract by submitting a protest in writing to the Purchasing staff, no later than ten (10) calendar days after public Notice of Intent to Award or the announcement of a Decision to Award, whichever occurs first. Any potential Submitter on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such Contract.

The written protest shall include the basis for the protest and the relief sought. The Purchasing staff shall issue a decision in writing within ten (10) days of receipt of the protest stating the reasons for the action taken.

- a. If, prior to award, it is determined that the Decision to Award is arbitrary and capricious then the sole relief shall be a finding to that effect. The Purchasing staff shall cancel the proposed award or revise it to comply with the

new law.

- b. If, after an award, it is determined that an award of a contract was arbitrary and capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by GCS. Where the award has been made and performance has begun, the Purchasing staff may declare the contract void upon a finding that this action is in the best interest of GCS. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed for a Submitter to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the Proposal or Offer would expire.

#### **15. CONTRACT AWARD IS IN THE BEST INTEREST**

Guilford County Schools reserves the right to award or reject Proposals, to cancel this solicitation, to waive any informalities or irregularities therein. Informality is defined as “a minor defect or variation of a bid or proposal from the exact requirements of the Invitation for Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured”. GCS reserves the right to contract with a Submitter whose Proposal is determined, in writing, to be the most advantageous to GCS taking into consideration the evaluation criteria as set forth in the RFP. Selection of a Proposal does not mean that all aspects of the Proposal are acceptable to GCS. Guilford County Schools reserves the right to negotiate the modification of terms and conditions with the Submitter offering the best value to GCS in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

#### **16. NOTICE OF INTENT TO AWARD/ NOTICE OF AWARD**

GCS will post a Notice of Intent to Award, stating the date the award will be made, and/or a Notice of Award identifying the name(s) of the awarded Submitter(s) on the GCS website. The Notice of Intent to Award/ Notice of Award will be posted for a minimum of ten (10) calendar days, except in the case of an emergency procurement.

#### **17. ACCEPTANCE OF PROPOSAL BINDING**

Unless otherwise specified in the RFP, all formal Offers submitted shall be binding for one hundred twenty (120) days following the Proposal Due Date, unless extended by mutual consent of all parties.

## IV. PROPOSAL REQUIREMENT

### 1. GENERAL REQUIREMENTS

Failure to submit all information required may result in a lowered evaluation score or the Submitter being found nonresponsive. In order to be considered for selection, Submitter's must submit a complete response to this RFP.

- One (1) original hard copy Proposal in a binder or otherwise bound, so marked as Original;
- One (1) electronic copy (USB) of the original hard copy Proposal, so marked;
- Three (3) individual Hard Copies, in binders or otherwise bound, of the original Proposal, **without** a fee schedule;
- One (1) Electronic Copy (USB) marked "Redacted Proprietary" that includes the removal of all proprietary items. If no proprietary information is removed, Submitter shall provide a written letter stating as such in the Proposal Response.

Proposals shall address the below areas, not exceeding the stated page limitations. Proposals shall be as thorough and detailed as possible so that GCS may properly evaluate the Submitter's capabilities to provide the requested services. The Proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than ten (10) point font for each response item. NOTE: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to perform the services and emphasis should be placed on completeness and clarity of content.

Proposals shall be submitted in a sealed package, with the RFP number, Title, Due Date and Time on the outside of the sealed package. Submitters are responsible for having their Proposal received by the Purchasing Office staff by the due date and time. GCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. GCS will notify the Submitter of the deficiency and request that the appropriated number of copies are delivered by the end of the second business day following the request.

Failure to comply with this or other requirements of this RFP may be grounds for the Proposal to be rejected.

**Emailed or facsimile submission of Proposals are not acceptable, and any such Proposals will not be considered.** Nothing herein is intended to exclude responsible Submitters or in any way restrain or restrict competition. All responsible Submitters are encouraged to submit Proposals. Proposals shall be signed by a representative of the Submitter authorized to commit the Submitter to any contract. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lower evaluation of the Proposal.

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Mandatory provisions of this RFP are indicated by the inclusion of the words "shall" or "must" to identify the Submitter's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP, in the Instructions to Submitters, or in the Introduction to the RFP shall result in rejection of the Submitter's Proposal as non-responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect the price, quantity, quality or time.

Proposals shall be submitted with the required information in the order listed below. Additional instructions are in the Instructions to Submitters (Section III) of this solicitation.

Modification of or additions to any portion or terms of the RFP may be cause for rejection of the Proposal; however, GCS reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a Proposal as non-responsive. GCS proposed Contract Documents and this RFP contain terms and conditions GCS intends to use for the resultant Contract. Any Submitter receiving a Contract award shall be required to execute a Contract in substantial compliance with GCS standard Contract and will be required to furnish all other required Contract documents, such as W-9, Certificate of Insurance, etc. within ten (10) days after receipt of notification that the Contract is ready for signature. If a Submitter fails to comply, GCS may award the Contract to another Submitter.

### 2. FORMAT, EXCEPTIONS AND CONTENT OF RFP PROPOSAL

The Submitter's Proposal shall address the items included in Section II- Scope of Work and in Section V: Evaluation Process and Method of Award. It is the Submitter's responsibility to ensure the copies submitted electronically (USB) should mirror

the content of the original hard copy and should be in a pdf format. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be deemed non-responsive.

Responses containing exceptions to the proposed terms contained in this RFP will be considered non-responsive. **No exceptions to the advertised contractual terms and conditions shall be included in the Submitter's proposal. Any exceptions to the advertised contractual terms and conditions may be submitted after the qualified Submitters are ranked for negotiations and Submitters have been notified, they have been selected for negotiations.**

The Proposal shall provide documented evidence that the Submitter understands the proposed Scope of Work and is qualified to perform the same. Submitters shall organize their Proposals using the following format:

**TAB 1: ADMINISTRATIVE**

- **Fully Executed RFP Pages 1, 2, 3, and 4 of this RFP shall be included as the first four (4) pages of the Proposal.** Submitters shall ensure these pages are completed, signed and submitted exactly as requested. The name stated on the Title Sheet on page 4, must be the full legal name of the Submitter Firm Name and the address must be that of the office which will have the responsibility for the services provided.

**TAB 2: FIRM BACKGROUND AND QUALIFICATIONS**

- Describe your firm's relative proximity to Greensboro, NC, background, years in business doing similar work, its mission and capabilities to provide the services as stated in this RFP.
- Key elements that will contribute to the success of the Work.
- Describe your firm's particular strengths and what factors differentiate your firm from other potential Submitters.
- Provide a statement assuring GCS of your firm's financial stability. Provide financial statements for the last two years. Include a statement of the firm's insurance coverage, including general liability, professional liability errors and omissions, automobile, and workers' compensation carried by the firm. Describe any legal action brought against the firm in the past five years and the resolution of the action if a final determination has been made.
- Provide a status of any litigation, judgements or claims within the past twenty-four (24) months. If none, simply state "No Litigation".

**TAB 3: METHODOLOGY AND UNDERSTANDING OF SCOPE**

- Describe the methodology to successfully providing engineering services for artificial, athletic turf fields.
- Submitter's approach to successfully executing the services to include effective communication with client, meeting deadlines, quality control, management skills, technical skills and completing project within budget.
- Include any challenges and/or risks that are foreseeable and how the Submitter plans to mitigate those challenges and/or risks.
- Include a schedule for completion of design and construction drawings. Installation of new artificial turf field to be completed, no later than, the Summer of 2023 in coordination with GCS Athletic Schedules This schedule shall detail length of time required to complete design, estimated construction duration and final construction completion.

**TAB 4: GENERAL QUALIFICATIONS AND KEY PERSONNEL**

Submitter shall demonstrate it has the resources and capabilities to provide the services as described herein. Provide the following information:

- Primary point of contact
- Narrative including the Submitter's team general qualifications, including any subconsultants
- Provide an organizational chart, identifying the proposed team and key personnel
- Provide primary and team make-up for MWBE / HUB participation plan to support this initiative. Provide percentage of inclusion for the team make-up.
- Provide resumes for each of the proposed key personnel, including subconsultants. Quantity and qualifications of proposed personnel must be sufficient to complete the anticipated services. For each of the key personnel proposed, provide, at a minimum:
  - Name, Title and Proposed Position
  - Education – Institution(s) attended, year of graduation, specialty/degree earned (include postgraduate and

- o relevant specialized training) o Licenses – list current licenses by type and state
- o Include how many years each proposed staff member has been employed by (1) the Submitter, (2) the Submitter in the proposed position, and (3) previous organizations in proposed positions

**TAB 5: ADDITIONAL INFORMATION, PREVIOUS EXPERIENCE AND REFERENCES**

Include any other relevant information the Submitter deems necessary to describe its qualifications to provide the services needed to successfully complete the Work, or which the Submitter deems are relevant to its selection. Submitter may provide excerpts or samples of reports, studies, or design materials that are representative of work likely to be performed as part of this Project.

Submitter shall provide a minimum of three (3) and maximum of five (5) references for services the Submitter has provided with a comparable Scope of Work as stated in this solicitation. The projects shall have been completed within the past five (5) years from the date of the Proposal Due Date. The projects shall be sufficiently comparable so that GCS may conclude that the Submitter is familiar with and capable of handling the Work describe herein. Preference may be given to previous expertise in educational facilities.

At a minimum, each project information should include:

- Project name and address
- Owner name, address, reference name, reference email and telephone number
- Construction Contractor name, address, reference, and reference telephone number
- Contract dates, including design services, construction commencement and substantial completion date
- Project size (provide in square foot (SF))
- Value of initial construction contract award and value of construction change orders. Provide an explanation if construction change orders exceeded 10%
- Project role and description of services
- Subconsultants (and its role), if any, proposed in Tab 4 who worked on the project
- Proposed key personnel (and his/her role) proposed in Tab 4 who worked on the project
- Percentage of MWBE participation on the projects highlighted
- Relevance to this RFP

In evaluating the Respondent's proposal, GCS may take into account: (1) the Respondent's past performance in meeting MWBE/HUB goals; (2) the Respondent's MWBE/HUB Participation Plan; and (3) the Participation Plan submitted by other Respondents in comparison to the Respondent's Participation Plan



## V. EVALUATION PROCESS AND METHOD OF AWARD

### **1. PROPOSAL EVALUATION**

GCS will create a Selection Advisory Committee (SAC) to review and evaluate all Proposals. The SAC will rely on the Proposals submitted in selection of finalists. Submitters must emphasize specific information considered pertinent to the Work and submit all information requested. SAC evaluates proposals to identify the highest qualified Submitter, whose Proposal is determined, in writing, to be the most advantageous to GCS, taking into consideration the evaluation criteria set forth in the RFP. GCS may select two (2) or more Submitters, deemed fully qualified, responsible and suitable based on the initial responses and with emphasis on professional competence, to provide the required services. Informational discussions shall be permissible. GCS shall engage in individual discussions, interviews and/or presentations with two (2) or more Submitters deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible.

GCS does not anticipate presentations, however, reserves the right to hold presentations. GCS will request non-binding fees at this discussion stage, reference #3- Fees for Services in this section, below. Submitters shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed Project. This is a fact-finding and explanation session only and does not include negotiation. Proprietary information from competing Submitters shall not be disclosed to the public or competitors. The Purchasing staff will schedule the time and location of presentations, if needed.

For engineering services, GCS will not request or require Submitters to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed, until after the qualified Submitters are ranked for negotiations. Submitters providing a Proposal which contains exceptions may be deemed nonresponsive.

At the conclusion of discussions outlined in this section, on the basis of the Evaluation Factors in the RFP and all information developed in the selection process to this point, GCS shall select in the order of preference two (2) or more Submitters whose professional qualifications and proposed services are deemed to be fully qualified and the most meritorious. Negotiations shall then be conducted, beginning with the Submitter ranked first. Negotiations will include any exceptions Submitter has submitted to GCS terms and conditions. If a contract satisfactory and advantageous to GCS can be negotiated at a price considered fair and reasonable, and pursuant to contractual terms and conditions acceptable to GCS, the award shall be made to that Submitter. Otherwise, negotiations with the Submitter ranked first shall be formally terminated and negotiations conducted with the Submitter ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

GCS intends to award the contract to one (1) Submitter but reserves the right to award contracts to more than one Submitter. Should GCS determine in writing and in its sole discretion that only one Submitter is fully qualified, or that one Submitter is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Submitter without further interviews of other Submitters.

### **2. INITIAL EVALUATION CRITERIA**

The following Initial Evaluation Criteria will be used in evaluating the Proposal for ranking Submitters (Initial Evaluations). Scores for the Initial Evaluations will determine the Submitters to be short-listed. Oral Presentations/Interviews may or may not take place. Short-listed Submitters will be rescored based on the Short List Evaluation Criteria identified herein and re-ranked in accordance with the proposal with the highest points ranking first, and so forth. GCS will enter into negotiations with the top-ranked Submitter.

	<b><u>Initial Evaluation Criteria</u></b>	<b><u>Total Possible Points</u></b>
<b>1.</b>	Tab 2: Background and Qualifications	20
<b>2.</b>	Tab 3: Methodology and Understanding of Scope	25
<b>3.</b>	Tab 4: General Qualifications and Key Personnel	25
<b>4.</b>	Tab 5: Schedule, Additional Information and MWBE Inclusion Plan %	25
<b>5.</b>	General Thoroughness, Organization of Proposal and Required Information	5

Short-Listed Submitters will be evaluated in accordance with the Short List Evaluation Criteria listed below

	<b><u>Short-listed Evaluation Criteria</u></b>	<b><u>Total Possible Points</u></b>
1.	Demonstrated Knowledge of Project Methodology, Understanding the Scope of Work, and GCS' Objectives	25
2.	Team Composition (entire team, including Project Manager and Subconsultants), Staff Experience	25
3.	MWBE/HUB Inclusion for this project/past projects and Previous Project Experience Comparable Scope of Work	30
4.	Project Fees	20

### **3. FEES FOR SERVICES**

Fees are NOT submitted with the Submitter's Proposal. Submitters selected for individual discussions will be asked to provide non-binding fees for services together with total Project costs, hourly rates for all personnel proposed to be assigned to work, including subcontractors, and rates for typical reimbursable expenses for purposes of estimating price.

Once successful negotiations are complete and contract is awarded, fees shall be binding for the duration of the Contract. Travel expenses will be reimbursed in accordance with the GSA per Diem Rates if deemed by GCS to be reasonably necessary to perform the Work. All normal travel expenses and travel time related to the Project are not considered reimbursable and shall be included in any lump sum price, not to exceed price and loaded hourly rates.

The reimbursement of travel expenses as described shall apply also to all subcontractors and consultants used by the successful Submitter under the Contract.

If Submitter is short-listed and selected for discussions, Submitter will submit a non-binding Fee Proposal, as a "Not-to-Exceed" amount and a Fee Schedule as described below:

- A. Fee Proposal for completion of the work with details regarding the Submitter's technical approach and fees. The Fee Proposal shall be all-inclusive, to include all items in the Scope of Work, all Engineering services, survey, applicable permits, drawings, meetings, project documents, deliverables, construction administration, travel, administration, clerical, reimbursable expenses and other required tasks. The Fee Proposal shall be submitted as a "Not-to-Exceed" fee based on billable hours as noted in the Fee Schedule. The fees must contain a task-by-task cost summary with estimated hours.
- B. Fee Schedule listing Categories of Labor and Hourly Rates for Submitter and for each proposed Sub-Consultant. Reimbursable Expenses shall be reimbursed at actual cost, no markup allowed. Mileage is only applicable as defined in Section V.3, above. The Fee Schedule will be used as the basis for any changes to the Contract and shall be applicable for the duration of the Contract.



## APPENDICES

## **APPENDIX A: DECLARATION**

### **Declaration**

Submit a declaration under penalty of perjury by an authorized corporate officer or principal, stating that reasonable diligence has been used in preparation of the Statement of Qualifications submitted in response to the RFP and that all information provided is true, correct and complete.

Responses to this RFP are to be delivered to:

Guilford County Schools Purchasing Department

Shayla Parker, Purchasing Agent

501 W. Washington Street

Greensboro, NC 27401

RFP #6533 – Turf Turnkey Services

To be received no later than 2:00 p.m., Monday, October 31, 2022.



**APPENDIX B: 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.

VENDOR NAME: \_\_\_\_\_

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 GCS Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Purchasing Department within (5) consecutive business days of the e-mail notification to the offeror of GCS' intent to maintain the original award. The offeror must submit a written protest letter to the GCS Purchasing Officer. This letter must contain specific reasons and any supporting documentation for the protest.
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.
22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

- A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
- 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 30 days after receipt of correct invoice or acceptance of goods. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save GCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the

contractor, may:

- a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
- b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
  - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
  - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all e-procurement purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by GCS. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by GCS under this contract.
19. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.
20. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
21. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
  - a. **Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
  - b. **Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.
  - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase, or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
  - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.