

	<p align="center">GUILFORD COUNTY SCHOOLS Request for Qualifications Professional Community Education Center Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
<p>Direct all inquiries to:</p>	<p>Request for Qualifications: 6542</p>
<p>Jarrold Ross</p>	<p>Qualifications due date: January 18th, 2023</p>
<p>rossj3@gcsnc.com</p>	<p>Commodity: Commissioning Services</p>

NOTICE TO BIDDERS

Qualifications 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 EDT, Wednesday, January 12th 2023** on the day 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 Invitation for Bid **will not** be accepted.

EXECUTION

By executing this request for qualifications, the undersigned vendor certifies that this information is submitted 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 quote, 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, 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 qualification information prior to submittal shall render it invalid and it WILL BE REJECTED. Late qualification documents 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 RFQ.

1.0 PURPOSE AND BACKGROUND

The Guilford County Board of Education seeks to select a Qualified Commissioning Agent to provide commissioning services for the design and construction of the new Professional Community Education Center at the Gateway campus.

2.0 GENERAL INFORMATION

GCS will retain, and is under no obligation to return, all materials submitted in response to this RFQ. Please make specific reference in the response and in any accompanying cover letter or document to any legitimately and appropriately confidential or proprietary materials contained in the response and mark the material accordingly.

The Guilford County Board of Education is committed to providing equal opportunities for participation in all aspects of Guilford County Schools contracting. The Board of Education actively seeks to identify qualified minority, handicapped, and women-owned business enterprises and has adopted a verifiable goal of 12.46 % percent for participation by minority and women-owned business enterprises, and such business enterprises are encouraged to submit their qualifications. After review of the submitted qualifications, selected firms may be requested to make a formal proposal and presentation.

TAXES

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

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

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

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 RFQ 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 RFQ.

3.0 SPECIFIC INFORMATION

PRE-BID CONFERENCE

There will not be a pre-bid conference for this proposal.

BID QUESTIONS

All questions or requests for information regarding this RFQ shall be submitted in writing no later than **Wednesday, January 4th, 2023 by 12:00 pm EST**, by email to Jarrod Ross at rossj3@gcsnc.com. All responses to questions received by or requests will be posted online at <http://purchasing.gcsnc.com/BidCurrent/PurchasingQuoteList.aspx> . Responses to questions or request will be posted no later than **January 6, 2023** as an addendum.

Instructions:

Written questions shall be emailed to Jarrod Ross at rossj3@gcsnc.com by the date and time specified above. Vendors will enter "RFQ# 6542 "Questions" as the subject for the email.

Question submittals will include a reference to the applicable RFQ section and be submitted in a format shown below:

Reference	Vendor Question
RFQ 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 later than **January 6,2023**. 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, shall be considered authoritative or binding. Vendors shall be entitled to rely **only** on written material contained in an addendum to this RFQ.

One (1) original and one (1) electronic copy in Adobe PDF format of the RFQ submission shall be delivered to the address shown below no later than **2:00 PM EST, Wednesday, January 18, 2023**. ****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. ****

RFQ submissions may **not** be submitted via facsimile machine or electronic mail. Respondents should allow sufficient mail delivery time to ensure timely receipt. Failure to provide all requested information or otherwise comply with these provisions may disqualify a response.

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

RFQ 6532

Jarrod Ross

Purchasing Agent

501 West Washington Street

Greensboro, NC 27401

Commissioning Services

The objective of commissioning is to provide documented confirmation that a facility Mechanical, Plumbing and Electrical systems are complete and fulfill the functional and performance requirements of the building owner, occupants, and operators prior to occupancy. To reach this goal, it is necessary for the commissioning process to aid in documenting the owner's criteria for system function, performance, and maintainability; as well as, to verify and document compliance with these criteria. In addition, review operation and maintenance (O&M) manuals for completeness, as well as coordinating and reviewing training on system operation that will be provided to the building operators to ensure the building continues to operate as intended.

The Commissioning agent (CxA) may be involved throughout the project from the design through the warranty phase. The primary role of the CxA during the overall design phase is to develop detailed commissioning specifications for the Mechanical, Plumbing and Electrical systems for inclusion in bid documents and review designs to ensure they meet the Owner's objectives. During construction, the CxA develops and coordinates the execution of a testing plan, which includes observing and documenting the system's performance to ensure that systems are functioning in accordance with the Owner's objectives and the contract documents. The CxA is not responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem-solving or resolving non-conformance issues or deficiencies.

The following systems and assemblies may be commissioned:

- a. Central building automation system, including linkages to remote monitoring, point to point control sites, and verify sequence of operation.
- b. Boilers, pumps, piping, calibrate water control valves and associated equipment.
- c. Chillers, pumps, piping, cooling towers and associated equipment.
- d. Air handling units.
- e. Air distribution and Exhaust systems
- f. Terminal Units
- g. Unit Ventilators and Unit Heaters
- h. Heat Exchangers
- i. Computer Room A/C Units

Statement of Qualifications

Submittal Format

Firms submitting their qualifications for GCS projects must follow the format below. Material must be in **8-1/2 x 11-inch** format. Submittals shall include divider tabs labeled with the boldfaced headers below; e.g., the first tab would be entitled "Letter of Interest", the second tab "Firm Information", etc. Double-sided printing is encouraged. Provide **two (2) originals and one electronic (1) copy**. Submittals shall include the following information; sections should be placed in order and identified as detailed below:

I. Letter of Interest

Submit a letter of interest, including a brief description of the firm's overall qualifications to perform the work successfully. This letter should introduce the firm (team) or individual and must be signed by a representative of the firm with authorization to sign contracts.

- a. If submitting as a team, note which team member (company) is the prime consultant or lead joint venture partner, or if it will be a prime-sub consultant(s) contractual relationship.
- b. Identify primary contact person for your firm (team).

II. Firm Information

This section must include name of firm, address, telephone number, fax number, email address, home page URL, type of firm (i.e., corporation), and North Carolina business license number. Provide a brief history of the firm including the year the firm was established as presently organized. Include total number of staff by job category, and registration. Include a company profile that list the primary services (disciplines) offered. Identify location of the office that will be responsible for the implementation of services provided to GCS.

III. Sub-Consultants

Provide organizational chart showing the relationship between team members. Describe firm information for each sub-consultant including a company profile, contact information, years in business, number of employees, and location of the sub-consultant office that will be responsible for the implementation of services provided to GCS.

IV. Resumes

Identify the key personnel you anticipate working on the project(s); provide resumes outlining area(s) of expertise, role on projects, number of years employed by firm along with total years of direct experience, and professional licensing information. Experience while employed at another firm must be clearly identified. Resumes should represent projects conducted during the last 5 years.

V. Project Experience

Provide a comprehensive list of school Boiler Replacement projects your firm has worked on, indicating services provided. Project examples should be recently completed facilities related to the type of approach and quality of work you anticipate completing for GCS. To be used as references, list a minimum of five jobs of this size.

- a) Project name
- b) Owner name and address
- c) Contact person, phone number, and e-mail address
- d) Services provided
- e) Size of project in square feet
- f) Project cost
- g) Change order cost in dollars and percentage of the total construction cost. Identify what amount of the change orders were due to owner requests
- h) Completion Date
- i) Contractor/construction manager
- j) Brief description of the project and unique attributes
- k) MWBE Participation (both your firm and the contractor's participation)
- l) Photographs of the buildings listed

VI. Conservation

Provide descriptions of projects your firm has completed which have focused on conservation issues, describe special systems used and provide anticipated or calculated operational savings. Describe how energy and natural resource conservation is typically integrated into your projects. List completed projects that have been LEED Certified or equal.

VII. Cost Control

Outline cost estimating procedure, at what phases of the project, and to what detail cost estimates are complete. Describe your procedures related to project cost containment, value engineering, and lifecycle cost, as part of your planning and design considerations.

VIII. Quality Assurance

Outline the coordination process between the architect/engineer and consultants. Describe review process to assure plans; specifications are complete and accurate prior to putting the documents out to bid. The Guilford County Board of Education is committed to providing equal opportunities for participation in all aspects of Guilford County Schools contracting.

IX. Diversity

If firm is designated, as a Minority/Woman owned Business Enterprise, include appropriate documentation pertaining to NC Statewide Uniform Certification (SWUC). Describe methods firm utilizes to ensure participation of Minority/Women owned businesses.

XI. 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 RFQ and that all information provided is true, correct and complete.

Selection and Award Process

Statements of qualification will be evaluated by a selection committee. The committee may include administrators, school staff, Board of Education, and community members. A short list of firms deemed to be the most highly qualified for the proposed project(s) will be identified by the selection committee. The district may request additional information from firms on the short list prior to interviews.

If deemed beneficial some members of the selection committee may visit completed projects designed by the architect/engineer prior to the final selection recommendation and approval.

The recommendation of the selection committee will be subject to a successful contract negotiation and approval by the Board of Education. If an agreement cannot be reached the district reserves the right to negotiate with other qualified firms.

Professional Community Education Center at the Gateway campus.
Commissioning Services

Selection Criteria

Finalists for contract consideration by the district will be selected on the basis of qualifications and demonstrated competence as evidenced by the information presented in the qualification's submittal.

Evaluation of qualifications may include, but is not limited to the following:

- a. Proposed approach to commissioning projects
- b. Past performance on similar projects as indicated by written references from owners.
- c. Experience and qualifications of personnel assigned to the project(s).



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 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 tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all e-procurement purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by GCS. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by GCS under this contract.
19. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price

Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.

20. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
21. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.