



**GUILFORD COUNTY SCHOOLS  
Request for Qualifications**

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

<b>Direct all inquiries to:</b>	<b>Number: 6582</b>
Velicia Moore	<b>Proposal due date: 8/25/2023</b>
<a href="mailto:gaddyv@gcsnc.com">gaddyv@gcsnc.com</a> (336) 370-3240	<b>Commodity: CM @ Risk Services for 2022 Bond</b>

**NOTICE TO BIDDERS:**

Proposals, subject to the conditions made a part hereof, will be received by the Guilford County Schools Purchasing Dept. until **2:00 p.m. Friday, August 25, 2023**, for the commodity as described herein. Proposals submitted via facsimile (FAX) machine in response to this Request for Qualifications **will not** be accepted.

**EXECUTION:**

In compliance with this Request for Qualifications (RFQ), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items upon which prices are proposal, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of the vendor’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned vendor certifies that it, and each of its sub-contractors for any contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

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

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

## **1.0 PURPOSE AND BACKGROUND**

The Guilford County Board of Education seeks to select individuals or firms experienced in the design of public- school facilities to provide Construction Manager-at-Risk (CM @ Risk) services for new schools at the following locations: Archer Elementary, Sternberger Elementary, Allen Jay Elementary, Sumner Elementary, Swann Project, Lindley Elementary, Northwood Elementary, Shadybrook Elementary, Northwest Middle School Replacement, Joyner Elementary, Vandalia Elementary, and Bessemer Elementary.

## **2.0 GENERAL INFORMATION**

This RFQ is comprised of the base bid document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference. Proposals shall be submitted in accordance with the terms and conditions of this RFQ 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 bids for this project. All vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

## Terms and Conditions

It shall be the vendor's responsibility to read the instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued relating to this RFP. All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. The award of a contract under this solicitation may be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

## 3.0 SPECIFIC INFORMATION

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### **PRE-PROPOSAL CONFERENCE:**

A virtual pre-proposal conference is scheduled for **Tuesday, August 1, 2023 at 1:00 PM**. Please email Velicia Moore at [gaddyv@gcsnc.com](mailto:gaddyv@gcsnc.com) for the link. (Topic: Discussion regarding CM @ Risk services for the Guilford County Schools 2022 - \$1.7B Bond Program).

### **BID QUESTIONS:**

Upon review of the RFQ documents, vendors may have questions to clarify or interpret the RFQ to submit the best proposal possible. To accommodate the proposal questions process, vendors shall submit any such questions by **12:00 p.m. Tuesday, August 15, 2023**.

### **INSTRUCTIONS:**

Written questions shall be emailed to Velicia Moore by the date and time specified above. Vendors will enter "RFQ#6582 – 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
RFP Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, GCS's response, and any additional terms deemed necessary by GCS will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any GCS personnel, whether made in response to a question or otherwise regarding this RFQ, shall be considered authoritative or binding. Vendors shall be entitled to rely **only** on written material contained in an addendum to this RFQ.

### **PROPOSAL SUBMITTAL:**

Sealed Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at 501 W. Washington St. Greensboro, NC 27401, as described herein. It is the responsibility of the Vendor to have the proposal in to the Guilford County Schools Purchasing Agent by the specified time and date of opening. Attempts to submit a bid via facsimile (FAX) machine, or telephone in response to this Invitation for bids will **not** be accepted.

**REFERENCES:**

See Section I: Project Scope; Tab 3: Project Experience under 5.0 REQUEST FOR QUALIFICATIONS DOCUMENT

**4.0 AWARD AND PROPOSAL EVALUATION**

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**REVIEW/EVALUATION CRITERIA/AWARD:**

See Section I: Evaluation, Selecting Criteria & Contract Negotiation and Award under 5.0 REQUEST FOR QUALIFICATIONS



## **5.0 REQUEST FOR QUALIFICATIONS DOCUMENT**

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### **SECTION I: PROJECT SCOPE**

Project(s) scope of work may vary based on scale and budget. This comprehensive RFQ includes all new projects. As a part of Guilford County School's 2022 - \$1.7 Billion Bond Program, our goal is to improve the physical environment to enhance student learning and ensure safety.

The objective of this RFQ is for GCS to select CM@R professional construction management services during the design and construction of the projects as described in this RFQ.

The work of the Construction Manager-at-Risk will be performed in two phases. Phase I will include pre-construction phase services and the preparation and submission of the Preliminary Guaranteed Maximum Price (PGMP). Phase II will include services necessary for bidding, establishment of a Guaranteed Maximum Price (GMP), construction management, and project close-out. GCS will negotiate a fair and reasonable fee with the CM@R reflective of project scopes and Phase I and II services, in accordance with provisions of North Carolina General Statute (N.C. G. S.) 143-64.31 and its board of education policies.

### **INSTRUCTIONS FOR SUBMISSION – MINIMUM REQUIREMENTS**

Submittals shall contain all elements outlined in this section. Submittals shall be prepared simply and economically and shall provide concise answers to the requested information in the order and format prescribed. Failure to do so may result in disqualification from further consideration. Emphasis will be placed upon clarity and completeness of the submitted response.

The Statement of Qualification shall be organized as follows:

**Project Title:** Construction Management at Risk Services for New Public-School Facilities

**Tab 1: *Proposer's Name and Principal Office serving this project:***

(Include Company Name and address along with the name of the contact person with telephone number and e-mail address)

**Tab 2: *Profile of Proposer:***

1. Give corporate history of the company including organizational structure, years in business and evidence of authority to do business in North Carolina.
2. Provide annual workload for each of the last five (5) years, including number of projects and total dollar value.
3. List projects for which the company is currently committed including name & location of each project, timeframe to complete and dollar volume of each project.

4. Attach latest balance sheet and income statement if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. Indicate Dunn & Bradstreet rating if one exists. (Firms must submit financial data and may clearly indicate a request for confidentiality to avoid this item becoming part of a public record.)
5. Attach letter from Surety Company or its agent licensed to do business in North Carolina verifying Proposer's capability of providing adequate performance and payment bonds for this project.
6. List all construction projects performed by the Proposer for public entities in North Carolina during the past 10 years.
7. Litigation/Claims. If yes to any of the questions below, list the project(s), dollar value, contact information for Guilford County Schools and provide a full explanation with relevant documentation.
  - a. Has your Company ever failed to complete work awarded to it?
  - b. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 5% beyond the original contracted, scheduled completion date)?
  - c. Has your company filed any claims with Guilford County Schools within the last five years?
  - d. Has your company been involved in any suits, arbitration or mediation within the last five years?
  - e. Are there currently any judgements, claims, arbitration proceedings, mediations or suits pending or outstanding against your company, its officers, owners, or agents?
  - f. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid rigging?
  - g. Has your present company, its officers, owners, or agents ever been barred for bidding public work in North Carolina?

**Tab 3: Project Experience**

1. List three (3) CM@R projects of similar size, scope and complexity performed by the proposer.
2. For each of the three (3) projects, include specific details on the extent to which pre-construction and construction phase services were provided, including:
  - a. the original GMP
  - b. the final cost of construction phase services at the completion of the project
  - c. MWBE participation goals and percentage achieved

3. Provide an explanation for each project where total construction phase services at completion exceeded the original GMP by greater than 10 percent.
4. For each of the three (3) projects compare the number of days in the original schedule with the number of days taken for actual completion. Provide an explanation for projects completed after the original substantial completion date.
5. For each of the three (3) projects listed, attach project owner references including the name, address, telephone and fax numbers, and e-mail address of the project owner representative.
6. For each of the three (3) projects listed, provide details on MWBE participation achieved.

**Tab 4: Key Personnel**

1. List of key personnel who will be assigned to the project. Attach sworn statement that the above persons will be exclusively assigned to this project for its duration.
2. For each person listed above, list what aspects of pre-construction or construction the person will handle. For those persons who will divide their time between pre- construction and construction phases, indicate what percentage of their time will be devoted to each phase.
3. For each person listed in response to 1 & 2 above, list his/her experience with firm, other prior and relevant experience with projects of similar size and scope in construction/design, and the person's location. Attach the resumes and references for each person listed.
4. Attach project organizational chart indicating the placement of each of the persons listed in response to 1 & 2 above.

**Tab 5: Project Planning**

1. Provide a brief, overall description of how the project will be organized and managed, and how the services will be performed in both Pre-Construction and Construction Phases. Project planning that offers the same project manager for pre-construction and construction phases shall be given preference.
  - a. Value Engineering
  - b. Constructability Issues
  - c. Cost Model/Estimates
  - d. Project Tracking/Reporting
  - e. Request for Information (RFI) and Shop Drawings
  - f. Quality Control
  - g. Schedule and Staffing Plan

2. **Minority Participation:** Describe the program (plan) that your company has developed to encourage participation by Minority and other HUB firms to meet or exceed the goals set by Guilford County Schools M/WBE Policy. Attach a copy of that plan to this Proposal. Provide documentation of the Minority and other HUB participation that you have achieved over the past two years on both public and private construction projects. Outline specific efforts that your Company takes to notify Minority and other HUB firms of opportunities for participation. Indicate the minority participation goal that you expect to achieve on this project. Minority participation will play a strong role in our selection of team members in this bond program.

**Tab 6: Signed Forms**

This Tab should include the following forms and information:

- a. **Verification Form**
- b. **Addendum Acknowledgement Form**
- c. **Affidavit of Compliance**
- d. **Vendor Application w/W-9 Form**

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)**

Minority and Women Business Enterprises are encouraged to respond to this RFQ. Construction Managers who are not M/WBEs are required to make a good faith effort to include a minority women business enterprise as part of their management team.

The board affirms the State's commitment to encouraging the participation of minority businesses in the school system's building construction contracts. A minority business is defined in accordance with [G.S. 143-128.2](#) and is one in which (1) at least 51 percent is owned by minority persons or socially and economically disadvantaged individuals, and (2) the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it. Minority persons include African Americans, those of Hispanic descent, Asian Americans, American Indians, and females.

Before recommending the award of a contract, our interview / selection team will evaluate bidders' documents in accordance with applicable law and regulations to determine whether bidder good faith requirements are satisfied.

The board will award public building contracts without regard to race, religion, color, creed, national origin, sex, age, or disability. Nothing in this policy should be construed to require the board or contractors to award contracts or subcontracts to minority business contractors or minority business subcontractors who do not submit the lowest responsible, responsive bid or bids.



## **PROPOSALS REQUIREMENTS**

To be considered, a Proposer must have a minimum of five (5) years of experience as a Construction Manager @ Risk or General Contractor. Construction management experience gained by key personnel proposed for this project during previous employment in providing Pre-Construction and Construction Phase Services may be considered in meeting this minimum experience requirement.

Each Proposer shall provide a complete response to the Qualifications Questionnaire for Construction Manager-at-Risk.

In the interest of cost-savings, consistency of Proposals and more efficient use of time by the Evaluation Committee, the submitted information should not include any extra marketing materials. The format should be in 8-1/2" x11" pages. The package length should not exceed twenty (20) double- sided pages.

## **EVALUATION**

After the closing date for receipt of Proposals, GCS shall open the Proposals. An Evaluation Committee will be established and will evaluate the Proposals.

The Evaluation Committee will form a shortlist of firms whose Proposals, in the judgment of the committee, offer the most desirable plans for the provision of services considering, among other things, the experience, expertise, and reputation of the proposing firm, together with due consideration of proffered quality, performance and the time specified in the Proposals for the performance of the contract. GCS reserves the right to request clarifying information from any and all Proposers at any time during the evaluation process.

The GCS Evaluation Committee may receive oral presentations from each short-listed firm. The purposes of oral presentations are to allow the GCS Evaluation Committee to meet Proposers key personnel assigned to the project and allow Proposers to highlight areas of its technical Proposal they find pertinent for the committee to consider. NOTE: The Owner reserves the right to make an award based on initial offers without receiving oral presentations.

The Evaluation Committee will rank and present the top three (3) firms for each project in priority order based on the selecting criteria listed below and will recommend negotiating a contract with the most qualified firm for each project to the Board of Education for their consideration and final approval.

## ***SELECTING CRITERIA***

Record of successfully completed projects of similar scope without major legal or technical problems.

Previous experience with local governments and municipalities, having completed projects in a timely manner and have performed an acceptable quality of work.

Key personnel that have appropriate experience and qualifications.

Relevant and easily understood graphic or tabular presentations.

Completion of CM-at-Risk projects in which there was little differences between the GMP and final cost.

Projects that were completed on or ahead of schedule.

Recent experience with project costs and schedules.

Construction administration capabilities.

Proximity to and familiarity with the area where the project is located.

Quality of compliance plan for minority business participation as required by the Guilford County School Board of Education's M/WBE Program Ordinance.

Other factors that may be appropriate for the project.

## ***CONTRACT NEGOTIATION AND AWARD***

After the firms have been notified of the selection action by Guilford County Schools, a representative from GCS will discuss with the selected Construction Manager-at-Risk appropriate services and information about the project.

Guilford County Schools will request in writing a detailed fee proposal for Pre-Construction Services from the selected Construction Manager-at-Risk. GCS will attempt to negotiate a fair and equitable fee consistent with the project program and the professional services required for the specific project. In the event a fee cannot be agreed upon, GCS shall terminate the negotiations and shall repeat the notification and negotiation process with the next ranked firm on the selection list. In the event a fee cannot be agreed upon with the second-ranked Construction Manager-at-Risk, the process will be repeated with the third-ranked Construction Manager-at-Risk. If a fee still cannot be agreed upon, GCS shall review the history of negotiations and make appropriate determinations including program adjustments so as to lead to a negotiated contract with one of the original three (3) firms selected. Such renegotiation with the firms shall be carried out in the original selection order, or a call will be made for the Evaluation Committee to submit another list of three (3) firms in priority order to Guilford County Schools for consideration and final approval. The negotiation process will continue until a fee has been determined that is agreed to by GCS and the Construction Manager-at-Risk.

Following successful negotiation, Guilford County Schools, as the final awarding authority shall award the Pre-Construction Services contract to authorize the Construction Manager-at-Risk to provide the services outlined in this Request for Qualifications.

At the end of the Pre-construction Phase, and in accordance with the terms and conditions of this Request for Qualifications, the Construction Manager-at-Risk will ordinarily negotiate a Guaranteed Maximum Price to include Cost of the Work, Construction Manager-at-Risk Construction Management Fee, Construction Manager-at-Risk Contingency, and the cost of Bonds and Insurance. Following successful negotiation, Guilford County Schools will award the Guaranteed Maximum Price contract. The Owner may require that the bid process occur prior to development of the GMP. The Owner reserves the right to reject the GMP and terminate the contract.

**SECTION II -- GENERAL PROVISIONS GUILFORD COUNTY SCHOOLS**

**1. Supplemental Information:**

It is unnecessary to provide supplemental information on the first submittal. However, if the respondent so chooses, additional information may be provided in the form of project profiles, firm brochures or similar material. Please keep to a minimum. GCS reserves the right to request additional information it deems necessary to evaluate firms for selection.

**2. Submission Materials:**

The physical size of all submission materials shall be in 8 ½ by 11 formats, bound securely (only table in item 2.a. may be 11 x 17 landscape). Please avoid redundant and repetitious materials, limit the overall submittal packet to approximately 20 double sided printed pages.

**3. Submittal Deadline:**

Provide **three (3) hard copies and one (1) electronic Adobe PDF file of your submittal on a flash drive**, packaged and marked as:

***Statement of Qualifications***  
**Construction Management at Risk Services**

and deliver to:

**Guilford County Schools**  
**Purchasing Department**  
Velicia Moore, Purchasing Director  
RFQ# 6582 CM @ Risk Services  
Guilford County Schools  
501 W. Washington Street  
Greensboro, NC 27401

**To be received no later than 2:00 p.m., Friday, August 25, 2023.**

**4. Firm Selection Schedule:**

The following schedule is anticipated to select a CM@R firm for this project:

<b><i>RFQ Issued/Advertised:</i></b>	<b><i>July 23, 2023</i></b>
<b><i>Qualifications Package due:</i></b>	<b><i>August 25, 2023</i></b>
<b><i>CM firms notified for interview:</i></b>	<b><i>September 7, 2023</i></b>
<b><i>CM Interviews:</i></b>	<b><i>TBD</i></b>
<b><i>Contract Approval by Board of Education:</i></b>	<b><i>TBD</i></b>

**5. Other Requirements / Information:**

- a. Interested firms should familiarize themselves with Board Policies relating to construction. Particularly related to the contractor/sub-contractor pre-qualification process. Board policies can be viewed on the GCS website at [www.gcsnc.com](http://www.gcsnc.com)
- b. Any firm responding to this RFQ must hold a current license in good standing with the appropriate North Carolina licensure board.
- c. The selected firm will provide evidence of capacity and capability from a surety licensed to do business in North Carolina. Surety company bond rating shall be 'A' or better under the A.M. Best rating system or the Federal Treasury list.
- d. The selected firm will be required to provide certification documenting compliance with the Lunsford Act / Criminal Background Check and requirements as outlined in the NCGS Chapter 14 for personnel who will be on school sites as part of the performance of the work.
- e. The selected firm will be required to provide certification documenting compliance with the Iran Divestment Act pursuant to NCGS 147 Article 6E by documenting they are not listed on the Final Divestment List created by the North Carolina State Treasurer.
- f. Trade Secrets and Proprietary Information:

Proposal documents submitted to the Board of Education by private entities in response to this RFQ are subject to the North Carolina Public Records Laws ("NCPRL", see N.C.G.S. Chapter 132). In accordance with N.C.G.S. 132-1.2(1), however, such documents may not be subject to disclosure under the NCPRL if they meet all the following conditions:

- a. Constitute a "trade secret" as defined in G.S. 66-152(3).
- b. Is the property of a private "person" as defined in G.S. 66-152(2)?
- c. Are disclosed or furnished to the public agency in connection with the owner's performance of a public contract or in connection with a bid, application, proposal, industrial development, or in with laws, regulations, rules, or ordinances of the United States, the State, or political subdivisions of the State.
- d. Are designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to the public agency.

In order for proposers to exclude confidential proprietary information from public release in response to a public records request, proposers must (i) invoke such exclusion upon submission of the data or other materials for which protection from disclosure is sought, (ii) identify the data or other materials for which protection is sought, and (iii) state the reasons why protection is necessary, (iv) mark each page of the information for which protection is sought with the legend- "Confidential Proprietary Information-Exempt from NCPRL Release," (v) provide an Opinion of Counsel letter from an attorney stating that the attorney has reviewed the documents designated as "Confidential Proprietary Information" and that in his or her professional opinion the information so designated meets the statutory standards set out in N.C.G.S. 132-1.2(1), (vi) agree in writing to fully indemnify the Board of Education in the event a claim is filed against the Board of Education seeking disclosure under the NCPRL of any information designated as "Confidential Proprietary Information" by the proposer, and (vii) agree in writing to reimburse the Board of Education for costs of defending any claim filed against the Board of Education seeking disclosure under the NCPRL of any information designated as "Confidential Proprietary Information" by the proposer.

**6. Submittal Questions:**

Address any questions via email to:

Velicia Moore

[gaddyv@gcsnc.com](mailto:gaddyv@gcsnc.com)

**7. Contact Policy:**

Until a contract resulting from this RFQ process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, or with any elected or appointed official or officer of GCS, or any employee, agent or other representative of GCS.

***End of Document***



**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.