

STATE OF NORTH CAROLINA

Guilford Technical Community College

Request for Proposal #: 99-JD23020

Business & Industry Training

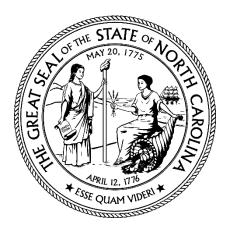
Date of Issue: Tuesday, July 9, 2024

Proposal Opening Date: Tuesday, July 30th, 2024

At 3:00PM ET

Direct all inquiries concerning this RFP to:

Jamie Doom Senior Buyer Email: <u>jedoom@gtcc.edu</u> Phone: 336-334-4822 x 50311



STATE OF NORTH CAROLINA

Request for Proposal #

99-JD23020

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your proposal. Failure to do so may subject your proposal to rejection.

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Guilford Technical Community College

Refer <u>ALL</u> Inquiries regarding this RFP to:	Request for Proposal #: 99-JD23020
Jamie Doom, Senior Buyer	Proposals will be publicly opened: July 30, 2024, at 3:00PM ET
Contract Type: Open Market	Commodity No.: 861018
Requisition No.: 10006	Description: In service training and manpower development

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

 it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOV	E (SEE INSTRUCTIONS 1	O VENDORS ITEM #21):	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*: DATE:		EMAIL:	

VALIDITY PERIOD

Offer shall be valid for at least one hundred and twenty (120) days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer acce	epted and Contract awarded this	_ day of	, 20	_, as indicated on
the attached certification, by				·
	(Authorized Representative of Guilford Te	chnical Comm	unity College)	

Table of Contents

1.0	PURPOSE AND BACKGROUND
1.1	CONTRACT TERM
2.0	GENERAL INFORMATION5
2.1	REQUEST FOR PROPOSAL DOCUMENT5
2.2	E-PROCUREMENT FEE
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS
2.4	RFP SCHEDULE6
2.5	PRE-PROPOSAL CONFERENCE6
2.6	PROPOSAL QUESTIONS6
2.7	PROPOSAL SUBMITTAL
2.8	PROPOSAL CONTENTS
2.9	ALTERNATE PROPOSALS8
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS8
3.1	METHOD OF AWARD8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION8
3.3	PROPOSAL EVALUATION PROCESS9
3.4	EVALUATION CRITERIA9
3.5	PERFORMANCE OUTSIDE THE UNITED STATES10
3.6	INTERPRETATION OF TERMS AND PHRASES10
4.0	REQUIREMENTS11
4.1	PRICING11
4.2	INDEFINITE DELIVERY, INDEFINTE QUANTITY CONTRACT11
4.3	INVOICES11
4.4	HUB PARTICIPATION11
4.5	VENDOR EXPERIENCE11
4.6	REFERENCES11
4.7	BACKGROUND CHECKS12
4.8	PERSONNEL12
4.9	VENDOR'S REPRESENTATIONS12
4.10	AGENCY INSURANCE REQUIREMENTS MODIFICATION12
4.11	QUESTIONS TO VENDORS13
5.0	SPECIFICATIONS AND SCOPE OF WORK

5.1	GENERAL	13
5.2	REQUIREMENTS	14
5.3	SCOPE OF WORK	14
5.4		15
6.0	CONTRACT ADMINISTRATION	16
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	16
6.2	POST AWARD PROJECT REVIEW MEETINGS	-
6.3	CONTINUOUS IMPROVEMENT	16
6.4	TRANSITION ASSISTANCE	16
6.5	DISPUTE RESOLUTION	16
6.6	CONTRACT CHANGES	17
7.0	ATTACHMENTS	18
ΑΤΤΑ	ACHMENT A: COST PROPOSAL	18
ΑΤΤΑ	ACHMENT B: INSTRUCTIONS TO VENDORS	19
ΑΤΤΑ	ACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS	19
ΑΤΤΑ	CHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION	19
ATTA	ACHMENT E: CUSTOMER REFERENCE FORM	19

1.0 PURPOSE AND BACKGROUND

Guilford Technical Community College (GTCC) is seeking proposals from qualified vendors to provide primarily in-person professional development facilitation for its Business & Industry (B&I) Program's clients during the 2024 – 2025 fiscal year (July 1 – June 30). Facilitation to include printing of training materials and instruction of mechanical and specialized courses as outlined herein.

GTCC's B&I Program offers professional development training courses to businesses located in Guilford County, North Carolina. Each training course is tailored to each business' technical and mechanical training requirements.

The intent of this solicitation is to award an Agency Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <u>http://eprocurement.nc.gov/</u>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General 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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

Vendor:

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	Tuesday, July 9, 2024
Hold Pre-Proposal Meeting/Site Visit	State	Friday, July 19, 2024, at 10:00AM ET via Teams (link below)
Submit Written Questions	Vendor	Tuesday, July 23, 2024
Provide Response to Questions	State	Friday, July 26, 2024
Submit Proposals	Vendor	Tuesday, July 30, 2024, at 3:00PM ET
Contract Award	State	TBD

2.5 PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Conference

Date:	Friday, July 19, 2024
Time:	10:00AM Eastern Time
Location:	Join the meeting now
Contact #:	336-334-4822 x 50311

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to <u>jedoom@gtcc.edu</u> by the date and time specified above. Vendors should enter "RFP # 99-JD23020: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <u>https://evp.nc.gov</u>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether

Vendor:

made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: <u>This is an absolute requirement.</u> Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. <u>It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening</u>. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

eVP

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <u>https://eprocurement.nc.gov/news-events/evp-updates-vendors</u>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses should include the following items and attachments, which shall be arranged in the following order:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Vendor's Proposal addressing all Specifications of this RFP. Specifically, sections: 4.7.1, 4.11, 5.2, and 6.1.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #____[for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

- 1. Vendor Technical Approach (Section 5.4)
- 2. Vendor Qualifications (Section 4.5)
- 3. Vendor Experience (Section 4.5) and References (Section 4.6, Attachment E)
- 4. Pricing (Section 4.1, Attachment A)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance outside of</u> <u>the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INDEFINITE DELIVERY, INDEFINTE QUANTITY CONTRACT

Guilford Technical Community College (GTCC) will establish an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for these services, issued in the form of a blanket purchase order. Any quantities listed in the RFP are estimates based on the GTCC's anticipated needs. GTCC shall not be obligated to purchase more than the amount represented by the estimated quantities contained herein or any other quantities.

4.3 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow the Purchasing Agency to verify pricing at the point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 **REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

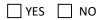
4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

At a minimum, GTCC requires Statewide Criminal, National Criminal, Social Security and Residency background checks and awarded Vendor will be required to provide appropriate documentation upon request.

4.7.1 VENDOR BACKGROUND CHECK AGREEMENT

If requested, Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:



4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter into any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- □ Small Purchases
- ☑ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- □ Contract value in excess of \$1,000,000.00

4.11 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

* Please see section 5.3 Scope of Work for descriptions of these courses.

Нον	v many years of experience do you have in the following topics? st	Professional	Educational
1.	BLUEPRINT READING		
2.	GEOMETRIC DIMENSIONING AND TOLERANCING		
3.	INDUSTRIAL ELECTRICITY		
4.	MOTORS & CONTROLS		
5.	PROGRAMABLE LOGIC CONTROLLERS		
6.	MECHANICAL BASICS (THEORY AND SKILL)		
7.	OPERATIONAL MAINTENANCE & CALIBRATION		
8.	BASICS OF FLUID POWER (HYDRAULIC & PNEUMATIC)		
9.	HAND TOOLS AND USAGE		
10.	MATH IN THE PLANT (BASICS, GEOMETRY, ALGEBRA, ETC.)		
11.	MEASUREMENTS (STEEL RULE, CALIPER, AND MICROMETERS)		

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Guilford Technical Community College (GTCC) is seeking proposals from qualified vendors to provide mechanical and technical instruction for its Business & Industry (B&I) program. Instruction to include printing of training materials and facilitation of specialty courses as outlined in the Scope of Work.

5.2 REQUIREMENTS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

VENDOR'S RESPONSE

Specifications	Product/Service Offered Meets Specification
Do you have professional experience in the topics listed in section 5.3?	🗌 YES 🗌 NO
Are you available to teach in person classes in Guilford County, NC?	🗌 YES 🗌 NO

5.3 SCOPE OF WORK

GTCC's B&I program has provided the following course descriptions and objectives. Vendors are required to meet the minimum course objectives during instruction outlined below:

BLUEPRINT READING (16-HRS)

Instruction covers all types of blueprints including machine parts and machine drawings. Also features drawings of a compound rest and a clutch-brake control. Examines hydraulic, pneumatic, piping, plumbing, electrical, air-conditioning, and refrigeration drawings. Introduces sketching used in manufacturing facilities.

GEOMETRIC DIMENSIONING AND TOLERANCING (GD&T) (16-HRS)

Instruction defines the GD&T symbolic language of dimensions, tolerances, symbols, definitions, rules, and conventions that can be used to precisely communicate the functional requirements for the location, orientation, size, and form of each feature of the design model on engineering drawings and computer-generated 3D models. Also describes a physical object's nominal geometry and the permissible variation.

INDUSTRIAL ELECTRICITY (8 TO 40-HRS)

Instruction is designed to unlock tools and empower the student with skills necessary to become proficient in electrical knowledge and troubleshooting at their workplace. Industrial Electricity provides students with a combination of classroom learning on electrical philosophies and real-world lab training covering wiring, tools, multimeters, and several others. This course is a pre-req for motors and controls.

MOTORS & CONTROLS (8 TO 40-HRS)

Motors and Controls introduces a broad range of motor types and control systems. It provides an overview of the electric motor operation, selection, installation, control, and maintenance. Students explore the basic principles of electric motor control, standard control circuits such as start/stop and forward/reverse, as well as troubleshooting techniques. Topics include control transformers, manual and magnetic motor starters, reversing techniques, overload protection, automatic input devices and timer relays. Advanced topics include motor control troubleshooting, reduced voltage starting, braking methods, and motor speed control. The curriculum is relevant to technicians working in a variety of environments. This course is a pre-req for PLC.

PROGRAMABLE LOGIC CONTROLLERS (PLC) (4 TO 24-HRS)

Instruction on production automation and programmable logic controllers' practical lessons the average maintenance person can understand. It covers information from manufacturers' technical manuals including Allen Bradley, GE, & Siemens. Attendees will use simulation software to practice programming and gain valuable knowledge and skills, increasing equipment reliability and product quality.

MECHANICAL BASICS (8 TO 40-HRS)

Instruction includes theory and skill training needed for inspecting, testing, troubleshooting, and diagnosing industrial equipment. Also includes safety, maintenance and repairing of equipment. Starts with simple machine principles and extents to different types of motors, gearboxes and other systems found in manufacturing facilities.

OPERATIONAL MAINTENANCE & CALIBRATION (4 TO 16-HRS)

Instruction is designed to prepare individuals to safely service, maintain & calibrate a variety of industrial equipment and systems. Topics include tool use, lubrication, measuring, threads & fasteners, bench works, basic mechanical drawing, scheduling, and simple shop calculations.

BASICS OF FLUID POWER (8 TO 24-HRS)

Instruction is on both Hydraulic & Pneumatic technologies that allow the transfer of power from one location to another, this includes their generation, control, and applications. This course discusses the benefits of both compressed air and liquid systems to push, pull, rotate, regulating and/or driving materials through manufacturing facilities. Includes safety, measurements, testing, and calculations.

HAND TOOLS AND USAGE (4-HRS)

Instruction on a variety of hand tools found at industrial and manufacturing facilities, this includes the description, demonstration, and hands-on usage of each. This course is usually a pre-req for Mechanical or Maintenance offerings.

MATH IN THE PLANT (4 TO 12-HRS)

Introduction to mathematical basics - numbers and numerals, subtraction, addition, multiplication, and division. Examines common fractions and decimal fractions, ratios and proportions, powers, and roots. Discusses the calculator: usage, basic and special functions, internal logic, and special purpose calculators. Moves on to cover geometry, algebra, and formulas for problem solving. Concludes by explaining properties of triangles and trig and inverse trig functions. This course is a pre-req for measurements, mechanical, maintenance, and industrial electricity. This course is a pre-req for all listed.

MEASUREMENTS (4-HRS)

Instruction to include knowledge, demonstration and usage of steel rule, caliper, and micrometers. This course is a pre-req for fluid power, blueprint, and GD&T.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

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6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact		
Name:		
Office Phone #:		
Mobile Phone #:		
Email:		

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be

Proposal Number: 99-JD23020

Vendor: ____

submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

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7.0 ATTACHMENTS

ATTACHMENT A: COST PROPOSAL

Complete and return the Pricing associated with this RFP, which can be found in the table below:

FURNISH & DELIVER:

As specified in Section 5.3 Specification and Scope of Work

ITEM #	UOM	DESCRIPTION	EXTENDED PRICE
1	Full Course	Blueprint Reading Instruction	
2	Per Student	Blueprint Reading Materials	
3	Full Course	Geometric Dimensioning and Tolerancing (GD&T) Instruction	
4	Per Student	Geometric Dimensioning and Tolerancing (GD&T) Materials	
5	Full Course	Industrial Electricity Instruction	
6	Per Student	Industrial Electricity Materials	
7	Full Course	Motors & Controls Instruction	
8	Per Student	Motors & Controls Materials	
9	Full Course	Programable Logic Controllers (PLC) Instruction	
10	Per Student	Programable Logic Controllers (PLC) Materials	
11	Full Course	Mechanical Basics Instruction	
12	Per Student	Mechanical Basics Materials	
13	Full Course	Operational Maintenance & Calibration Instruction	
14	Per Student	Operational Maintenance & Calibration Materials	
15	Full Course	Basics of Fluid Power Instruction	
16	Per Student	Basics of Fluid Power Materials	
17	Full Course	Hand Tools and Usage Instruction	
18	Per Student	Hand Tools and Usage Materials	
19	Full Course	Math in the Plant Instruction	
20	Per Student	Math in the Plant Materials	
21	Full Course	Measurements Instruction	
22	Per Student	Measurements Materials	

Total Cost: \$_____

Important Notes:

GTCC will not incur, nor pay additional charges for instructional materials, travel, or meal per diem.

These courses are offered throughout the year as needed based on client demand. On average, each course is offered two (2) times per month. This information is provided for Vendor information only and is not a guarantee of the quantity of courses offered. GTCC will pay for services based solely on usage and does not guarantee a minimum or maximum number of sessions.

Vendor:

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: <u>https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment</u>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link: <u>https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/open</u>

*** Failure to Return the Required Attachments May Eliminate Your Response from Further Consideration ***