



Youngsville ABC Board

# Finance & Purchasing

1170 US 1, Suite 150  
Youngsville, NC 27596

General Manager (919) 925-3397 • bstanley@youngsvilleabc.com  
Finance Officer (919) 729-2779 • ahernandez@youngsvilleabc.com

## Request for Qualifications Cover Page

|   |   |  |
|---|---|--|
| <b>Issue Date:</b><br>Friday February 3, 2023   | <b>Request for Qualification number:</b><br>230203-TR-NS-Q                    | <b>For:</b><br>Architectural & Engineering Services  |
| <b>Department:</b><br>Administrative & Finance  | <b>Date/Time of Closing:</b><br>Monday February 27, 2023 on or before 5pm EST | <b>Contract Administrator:</b><br>Bridget Stanley, General Manager<br>bstanley@youngsvilleabc.com  |
| <b>Date/Time Last Day for Questions:</b><br>Friday February 24, 2023 on or before 5pm EST | <b>Date/Time for Pre-Proposal Meeting:</b><br>Friday February 10, 9:30am EST  | <b>PRE-PROPOSAL MEETING MANDATORY:</b><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |

**Submissions** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the submission is accepted, to furnish items or services for which prices are quoted, delivered, or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the Youngsville ABC Board the items or services offered and accompanying attachments shall constitute a contract.

Sealed submissions, subject to terms and conditions of this Request for Qualifications will be received by the Youngsville ABC Finance Department, PO Box 387, Youngsville, NC 27596 or hand delivered to 1170 US 1, Suite 150, Youngsville, NC 27596 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time frame specified or stipulated by the vendor(s).

**The Board does not discriminate against bidder/offers because of race; religion; color; sex; national origin; age; disability; status as a small, women-owned, minority owned, or service-disabled veteran-owned; employment services organization; or any other basis prohibited by state law.**

### VENDOR INFORMATION

Name of Vendor: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Address: \_\_\_\_\_ Federal Employer Identification #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Contact Email Address: \_\_\_\_\_

**By signing this, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFQ.**

\_\_\_\_\_  
VENDOR'S LEGALLY AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

*Please take a moment to let us know how you found out about this Request for Qualifications (RFQ) – Check one:*

☐ Town Website ☐ ABC Website (Please List) \_\_\_\_\_  
☐ Newspaper ☐ Referred by: \_\_\_\_\_ ☐ Other (Please List) \_\_\_\_\_

***\*Complete & return this document with submission.***

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## 1.0 INTRODUCTION

The Youngsville ABC Board (“The Board”) is soliciting qualified, interested firms to submit proposals of qualifications for architectural and engineering services for the design and construction of a 4000-6000 sq-foot building located at 101 Tarboro Rd, Youngsville, NC 27596. Requested services include basic design services, bidding and contracting services, construction administration, project inspection services including periodic progress reviews, review and recommendation of contractor pay requests, review, and recommendation of change order requests, ensuring contract compliance, and other associated services.

This solicitation is being issued as a competitive negotiation for professional services, in accordance with NC G.S. 143-64.31. This contract is funded by the Youngsville ABC Board.

## 2.0 BACKGROUND

The Town of Youngsville is located in the central region of North Carolina in Franklin County, neighbor to Raleigh, NC. The town has a total area of 1.6 square miles, serving a population of approximately 2,019 (as of the 2020 Census). Youngsville is located along US 1 (Capital Boulevard) and is only 22 miles and 25 minutes away from the Capital City, Raleigh, NC. Due to the population explosion in Raleigh, Youngsville has had, and expects to continue significant growth. Franklin County is expected to have a 23.7% population growth from 2020-2030.

The Board has purchased the property located at 101 Tarboro Rd (as shown in Exhibit A and described in Exhibit B). The property is 1.5 acres, with no existing buildings/structures present. The Board’s goal is to use the property to build a second location which will serve as a retail store, warehouse, and office space. It is also the wish for the building to serve as an event hub to support other local businesses. This is to support the overall vision of the Board to serve the community by maximizing profits.

The project should be approached with consideration for potential addition of other services and/or uses onto the property and/or building in the future, such as on-site storage, additional parking, etc.

## 3.0 SCOPE OF WORK

The property located at 101 Tarboro Rd is 1.5 acres with no existing buildings or structures. The Board wishes to construct a building on this property. The Board aims to create a permanent space for a retail location. It is also the wish for the building to serve as a centralized hub for the current and any future retail locations opened by the Board. The design should be approached with consideration for potential addition of other services and/or uses onto the property and/or building in the future, such as on-site storage, additional parking, etc.

The design should also incorporate professional offices, private meeting rooms, and multipurpose room(s) for use by employees and guests. The design needs to include parking and building access for employees, outside direct service providers, vendors and customers. The project is desired to be completed as quickly as possible, but at the latest, open by July 1, 2024.

The Board may select multiple firms to provide architectural services including building design, drafting, project management, contract administration, and other services both overall and related to new building design and construction. Selected firm(s) will be assigned to projects based upon the required scope of service and the firm’s ability to provide those services.

Firm(s) must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$2,000,000.00. Firm(s) must have an adequate accounting system to identify costs chargeable to a project.

Firm(s) must be adequately licensed and have the ability to transact business in the State of North Carolina.

The Scope of Work for this RFQ is outlined below and the project shall be designed in accordance with all local, state and federal codes, regulations, and guidelines.

**Schematic Design Phase** – Shall include but is not limited to the following items:

- Meet with General Manager and Board Representative(s) to discuss conceptual vision.
- Conduct site surveys to determine lot conditions for building conditions and site capabilities.
- Perform all required code reviews.
- Prepare study drawings, documents, and other materials needed to convey scale and intent of renovated designs.
- Prepare final Schematic Design for review and approval by the Board. This final design shall include preliminary cost estimates.

**Design Development Phase** – Shall include but is not limited to the following items:

- Further development of the approved final Schematic Design.
- Conceptual planning, designing, drawing, and preparing estimates for new retail construction
- Begin to layout and plan for the mechanical, electrical, plumbing, structural, architectural, and site components of the building. Plans shall include all required demolition of trees and address any items that require special attention.
- Continue to meet with General Manager throughout this phase to garner input on the design and materials being selected.
- Prepare presentation for The Board at the end of this phase that will explain the building project and the design assumptions made.
- Prepare final Design Development plans and cost estimate for review and approval by the Board.

**Construction Document Phase** – Shall include but is not limited to the following:

- Preparation of the final design based on the approved Design Development plans.
- Preparation of all required specifications, construction details, material lists, and design plans.
- Continue to meet with the General Manager and/or Board Representatives throughout this phase to garner input on the final design components.
- Prepare final Construction Documents, which will include construction plans, specifications, demolition plans and all required bid documents.

**Pre-Construction Services** – Shall include but is not limited to the following:

- Conduct Pre-Bid meeting on behalf of the Board. This meeting shall be mandatory for any prospective bidders and will include a presentation that will provide the bidders with a general overview of the scope of the project.
- Prepare answers to any bid requests for clarification and make any required adjustments to the plans as needed.
- Following the opening of bids, provide the Board with an award recommendation based on the bids received.

**Construction Administration Services** – Shall include but is not limited to the following:

- Conduct progress meetings on behalf of the Board during the construction phase of the project.
- Review and respond to any Requests for Information submitted by the contractor, and make any required adjustments to the plans as needed.

## 4.0 PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on the date and time listed on the cover page of this RFP. The meeting will be held at the Youngsville Town Hall property in the Board Room, located at 134 US 1A South, Youngsville, North Carolina, 27596. A representative from every interested contractor intending to submit a proposal to this RFQ can be in attendance for the meeting. Site tours will be held as well as discussion of the schedule for the project and further details on the Scope of Work to be performed. A list of questions and answers will be generated from the meeting and posted as an addendum on the Board's website at [www.youngsvilleabc.com/news-events](http://www.youngsvilleabc.com/news-events).

## 5.0 PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for Youngsville ABC Board to evaluate the qualifications, experience, and expertise of the proposing firm to provide architectural and engineering services for the construction of a retail building.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFQ. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the Youngsville ABC Board. Proposals shall be signed by an authorized representative of the Offeror.

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. Responses should be as thorough and detailed as possible so that the Board may properly evaluate the firm's capabilities to provide the required services.

The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror(s) may deem appropriate:

|           |   |
|-----------|---|
| Section 1 | <ul style="list-style-type: none"><li>• Cover Sheet (first page of this RFP), completed;</li><li>• Table of Contents – all pages are to be numbered;</li><li>• Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFQ.</li></ul>  |
| Section 2 | <p><b>EXPERIENCE &amp; QUALIFICATIONS OF FIRM</b></p> <p>This section shall include resumes of key individuals who would be involved in the project. Resumes should adequately describe individual's educational background and specific area(s) of experience and expertise, especially with regard to the project at hand. Areas of expertise shall include:</p> <ol style="list-style-type: none"><li>a. Architectural</li><li>b. Electrical Engineering</li><li>c. Mechanical Engineering</li><li>d. Structural Engineering</li><li>e. Civil Engineering</li></ol> <p>This section should also include a list of at least three (3) similar (retail) projects completed by the firm in the past 10 years. Provide enough detail to allow for evaluation of quality of work, timeliness, and ability to meet budget constraints.</p> <p>Please also complete Attachment C. References List</p> |

|           |  |
|-----------|--|
| Section 3 | <p><b>PROJECT SCHEDULE</b></p> <p>This section should outline the proposed project schedule.<br/>The project is desired to be completed as quickly as possible, but at the latest open by July 1, 2024.</p> <p>This section should also address the priority assigned to the project by the firm and the firm's ability to complete all activities in the Scope of Work in order for the project to be on track to be bid out, constructed, and open for use by July 1, 2024.</p> <p>In addition, each firm shall submit their current and next 12-month workload of projects, including anticipated start and end dates of projects, number of team members assigned to the project, and estimated monthly hours of time dedicated to each project.</p> |
| Section 4 | <p><b>OMISSIONS AND ERRORS</b></p> <p>This section should explain how Architectural or Engineering omissions and/or errors have been handled by the firm in the past and how any Architectural or Engineering omissions or errors will be handled for this project.</p>  |
| Section 5 | <p><b>PROJECT RISK</b></p> <p>This section should outline the anticipated project risk(s). At a minimum, Offeror shall identify risk events and probability and impact of the risks. Offeror shall provide explanation of how they plan to address each of the identified risks.</p>   |
| Section 6 | <p><b>REQUIRED FORMS</b></p> <ul style="list-style-type: none"> <li>• Attachment A. Proprietary/Confidential Information Identification Form</li> <li>• Attachment B. Non-Collusion Affidavit</li> <li>• Attachment C. References List</li> <li>• Attachment D. Insurance Requirements Form</li> </ul>   |
| Section 7 | <p><b>ADDENDA</b>, signed <i>(if any)</i></p>  |
| Section 8 | <p><b>OTHER SERVICES</b> <i>(optional)</i></p> <p>The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal.</p>   |

**\*\*COST: Information on the Offeror's cost, prices, rates or fees shall NOT be submitted with the initial proposal response. The Board may request non-binding cost estimates during the discussion phase of evaluations. \*\***

## 6.0 GENERAL TERMS & CONDITIONS FOR YOUNGSVILLE ABC BOARD

Offerors shall review and take into consideration all aspects of the Board's General Terms and Conditions listed in Exhibit D.

## 7.0 INSURANCE REQUIREMENTS

Offerors shall complete and return with their proposal Attachment D. Insurance Requirements Form.

## 8.0 INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Proposal: Architectural and Engineering Services RFP 230203-TR-NS-Q**”. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the Board shall be borne by the Offeror.

Offerors shall provide five (5) identical paper copies and one (1) identical electronic PDF copy (via thumb drive) of the proposal documents. If proprietary/confidential information is identified (Attachment A), Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested. Redacted copy should be provided in electronic PDF format via thumb drive or email. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

Proposal documents shall be mailed to **PO Box 387, Youngsville, NC 27596** or hand-delivered to the **Youngsville ABC Store located at 1170 US 1, Suite 150, Youngsville, NC 27596**. Office hours are Monday through Friday, 9:00am to 9:00pm, except NC ABC holidays ([NC ABC Holidays Required to Be Closed](#)). Proposals shall be received by the Finance Department no later than the date and time listed on the Cover Page of this RFQ. Any proposals received after this date and time will not be accepted. The Youngsville ABC Board is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Youngsville Finance Department at the above address and by the above stated time and date. Proposals will be publicly opened.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

## 9.0 QUESTIONS

Questions related to the RFQ or requests for clarification shall be directed to the General Manager for the Youngsville ABC Board, by email ([bstanley@youngsvilleabc.com](mailto:bstanley@youngsvilleabc.com)) or by phone (919-925-3397). All responses to inquiries will be in writing and will be posted as addenda on the Board’s website at [www.youngsvilleabc.com/news-events](http://www.youngsvilleabc.com/news-events). All questions must be received no later than the date and time listed on the Cover Page of this RFP. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

## 10.0 PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on a weighted percentage, using the following minimum selection criteria:

| EVALUATION CRITERIA   | POINTS |
|---|--------|
| <b>Schedule</b> – Proposed project schedule and whether it reflects completion of all activities necessary to keep the project on track to be open for use by July 1, 2024. This also includes the firm’s current and projected workload. | 20     |



|  |     |
|--|-----|
| <b>Qualifications of Staff</b> – Includes resumes of key individuals who would be involved in the project. Resumes should adequately describe individual’s educational background and specific area(s) of experience and expertise, especially with regard to the project at hand. Areas of expertise shall include: <ul style="list-style-type: none"> <li>a. Architectural</li> <li>b. Electrical Engineering</li> <li>c. Mechanical Engineering</li> <li>d. Structural Engineering</li> <li>e. Civil Engineering</li> </ul> | 30  |
| <b>Past Performance</b> – Past performance record and relevant experience. <ul style="list-style-type: none"> <li>a. References – List at least 3 similar projects completed by the firm in the past 10 years. Show names, addresses and telephone numbers.</li> <li>b. Quality of work, timeliness, ability to meet budget constraints.</li> </ul>  | 15  |
| <b>Priority</b> – Priority assigned to the project and current workload of the firm with particular reference to personnel and other resources being proposed.   | 5   |
| <b>Omissions and Errors</b> –States how Architectural or Engineering omissions and/or errors have been handled by the firm in the past and how any Architectural or Engineering omissions or errors will be handled for this project.  | 5   |
| <b>Project Risk</b> - Identifies the project risk and how the firm addresses such risks.   | 10  |
| <b>Financial Responsibility</b> – Financial responsibility of the firm: the firm must agree to carry professional liability insurance including errors and omissions in an amount not less than \$1,000,000. See additional insurance requirements in section VII.   | 5   |
| <b>Ability to Follow Directions</b> – The Offerors’ ability to follow the proposal preparation instructions set forth in this solicitation including the failure to return required pages, missing signatures, missing documents, etc. and will also be considered to be an indicator of the Offerors’ ability to follow instructions.   | 10  |
| <b>TOTAL POSSIBLE POINTS</b>   | 100 |

As part of the evaluation process, the Board may ask questions of a clarifying nature from Offerors as required. The Board may also request an oral presentation to explain the proposal and answer questions. Non-binding cost estimates may be part of the discussion.

The Board reserves the right to cancel this RFQ at any time or reject any or all proposals received as a result of this RFQ if it is in the best interest of the Board. **Such cancellation by the Board can occur at any time prior to the formal awarding of the Contract.** The Board reserves the right to waive any informality in any proposal.

## 11.0 AWARD OF CONTRACT

Selection shall be made of two (2) or more Offerors deemed to be fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the



Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Board can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the Board, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the Board determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Once the selection has been made as to which Offeror will be awarded the contract, the General Manager will post a Notice of Award on the Board's website at [www.youngsvilleabc.com/news-events](http://www.youngsvilleabc.com/news-events).

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Successful Offeror shall contact the appropriate office to obtain proper business licensing for the Town of Youngsville and/or Franklin County, if it does not already possess.

The Board reserves the right to make on-site visitations to assess the capabilities of individual Offeror(s) and to contact references provided with the proposal.

## **12.0 CONTRACT TERM**

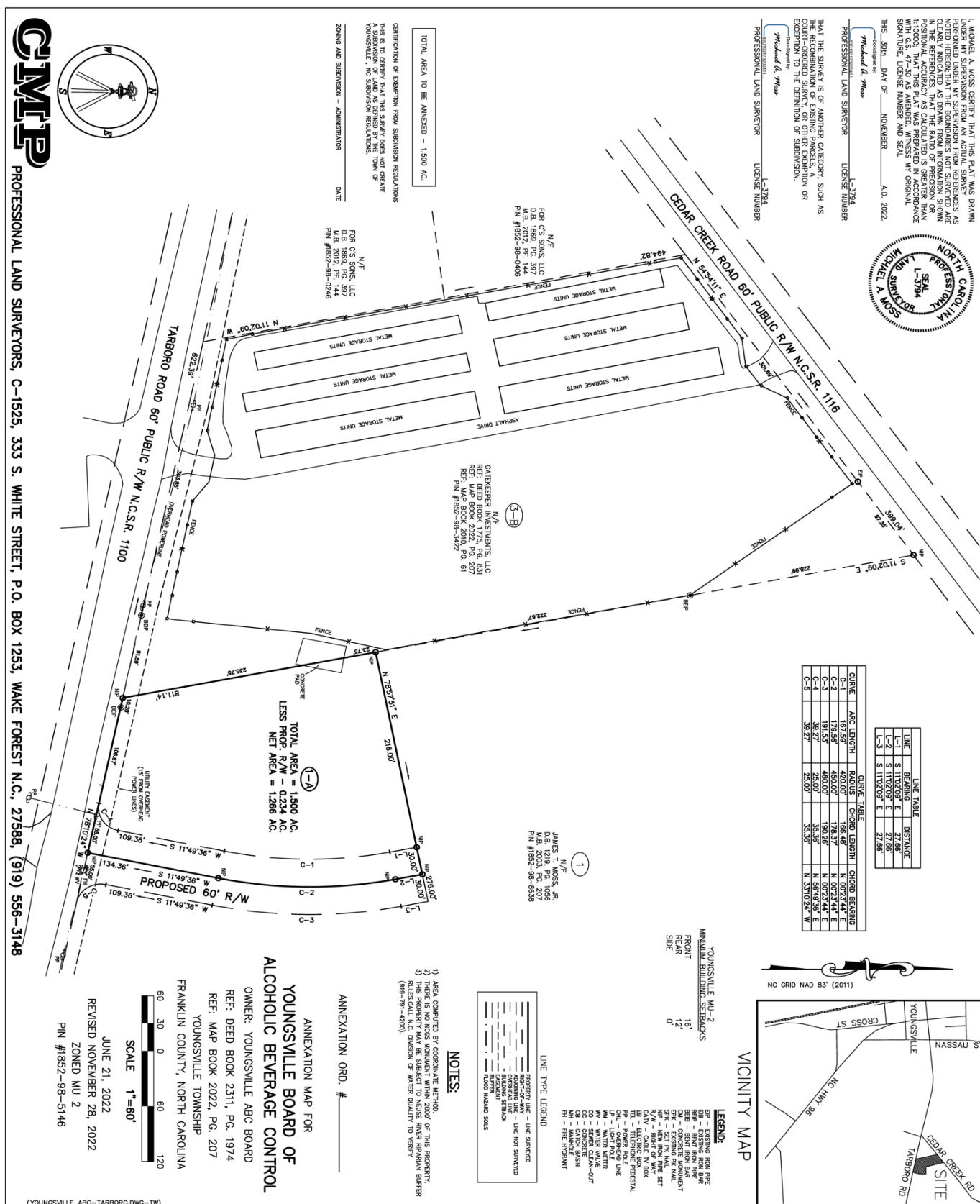
The contract price for this project will be calculated as a firm-fixed contract which will be based upon current market prices for the building cost at the time of execution; however, the market for building materials is currently extremely volatile and sudden price increases and material shortages may occur in the future after the contract has been negotiated and executed. Both the Board and all Offerors agree that should there be an increase in building material prices, the Board and the Offeror must mutually agree to such increase for the increase to be valid and binding upon the Board. Should the Board not agree to the increased price, Offeror agrees to use its best efforts to find other materials to be used in order to adhere to the original price as outlined in the Offeror's accepted bid to the Board once Offeror has been chosen following the formal bidding process has concluded. The provision shall still be subject to Exhibit D – "Changes made to the Contract" regarding the maximum amount of increase that the Board may actually agree is reasonable.

## **13.0 PAYMENT TERMS**

The Board will issue progress payments on a monthly basis, based on percentage of project completion accomplished. Detailed invoices shall be submitted to the Contract Administrator for review prior to issuance of payment.

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## EXHIBIT A. LAND SURVEY OF PARCEL



## EXHIBIT B. LEGAL DESCRIPTION OF PARCEL

### **Legal Description for "YOUNGSVILLE BOARD OF ALCOHOLIC BEVERAGE CONTROL"**

BEGINNING AT A NEW IRON PIPE ON THE NORTHERN RIGHT-OF-WAY OF N.C.S.R. 1100 (TARBORO ROAD); THENCE LEAVING SAID RIGHT-OF-WAY, N 11°02'09" W A DISTANCE OF 259.48' TO A NEW IRON PIPE; THENCE N 78°57'51" E A DISTANCE OF 216.00' TO A NEW IRON PIPE; THENCE N 78°57'51" E A DISTANCE OF 30.00' TO A NEW IRON PIPE; THENCE S 11°02'09" E A DISTANCE OF 27.66' TO A NEW IRON PIPE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 179.56', WITH A RADIUS OF 450.00', WITH A CHORD BEARING OF S 00°23'44" W, WITH A CHORD LENGTH OF 178.37', TO A NEW IRON PIPE; THENCE S 11°49'36" W A DISTANCE OF 134.36' TO A NEW IRON PIPE ON THE NORTHERN RIGHT-OF-WAY OF N.C.S.R. 1100 (TARBORO ROAD); THENCE ALONG WITH SAID RIGHT-OF-WAY, N 78°10'24" W A DISTANCE OF 161.67' TO A BENT EXISTING IRON PIPE; THENCE N 78°10'24" W A DISTANCE OF 10.28' TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 65,341 SQUARE FEET, 1.500 ACRES; AS RECORDED IN THE FRANKLIN COUNTY REGISTER OF DEEDS OFFICE AS MAP BOOK 2022, PAGE 277, BEING ALL OF LOT 1-A.

## EXHIBIT C. YOUNGSVILLE ABC BOARD SAMPLE STANDARD CONTRACT

### STANDARD CONTRACT

CONTRACT #: \_\_\_\_\_

This Contract entered into [Date], by \_\_\_\_\_ hereinafter called the “Contractor” and the Youngsville ABC Board called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide [goods/services] to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_ with \_\_\_\_\_ renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire Youngsville ABC Board’s Official solicitation (no revisions by the Contractor) dated: \_\_\_\_\_. If applicable, any Official Board Addenda: #1, dated: \_\_\_\_\_;
- (3) The Contractor’s Bid/Proposal response dated \_\_\_\_\_ and the following negotiated modifications to the Bid/Proposal (if applicable), all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

YOUNGSVILLE ABC BOARD (OWNER):

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

***\*Note: This form is just for reference and is NOT required to be submitted with your proposal submission.***

## EXHIBIT D. GENERAL TERMS & CONDITIONS FOR THE YOUNGSVILLE ABC BOARD

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the Youngsville ABC Board unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals. Procurement by the Board is subject to the North Carolina General Statute regarding Procurement of Architectural, Engineering, and Surveying Services (NC G.S. 143-64.31). If an inconsistency exists between the NC G.S. and the Purchasing and Contracting Policy Manual for the Board, the NC G.S. sections take precedence.

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### DEFINITIONS

**ADDENDUM/ADDENDA:** Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.

**BID:** The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the Board.

**COLLUSION:** A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

**CONFLICT OF INTEREST:** An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the Board.

**CONTRACTOR:** The entity that has a direct contract with the Board to furnish goods, services or construction for a certain price.

**BOARD or OWNER:** Youngsville Board of Alcoholic Beverage Control; Youngsville ABC Board.

**DAY(S):** Defined as calendar days unless otherwise specified as business days.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION TO BID (ITB):** A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the Board. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the **NC GS 143-64.31**).

**PROPOSAL:** The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

**PURCHASING AGENT:** The individual employed and given authority by the Youngsville ABC Board by adoption of the Youngsville ABC Board Purchasing and Contracting Policy Manual. Purchasing Agent may also be referred to as Procurement Manager.

**REQUEST FOR PROPOSAL (RFP):** A formal request for a proposal from prospective offerors which will indicate the general terms which are sought to be procured from the offeror and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.

**SOLICITATION:** A formal document issued by the Board with the intent to purchase goods, services or construction. Can be either an Invitation To Bid or a Request For Proposal.

**SWAM:** Small, Women, and Minority-owned businesses.

**SUBCONTRACTOR:** A business entity that has a contract to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

### **CONDITIONS OF BIDDING**

**BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/proposal prices in US dollars.

**BID/PROPOSAL ACCEPTANCE PERIOD:** Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

**CANCELLATION OF SOLICITATIONS:** An ITB, RFP or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

**BOARD CLOSURE:** If the Board is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bid/proposal will be accepted and opened on the next business day of the Board, at the original scheduled hour.

**CLARIFICATION of TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Board.

**CONFLICT OF INTEREST/COLLUSION:** Contractor certifies by signing their bid/proposal submission to the Board, that no conflict of interest or collusion exists between the Contractor and Board that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Board.

**DEBARMENT STATUS:** By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the State of North Carolina.

**DISCRIMINATION PROHIBITED:** In the solicitation or awarding of a contract the Board shall not discriminate against a bidder/offeror because of race; religion; color; sex; national origin; age; disability; status as a small, women-owned, minority-owned, or service disabled veteran-owned; employment services organization; or any other basis prohibited by state law relating to discrimination in employment. The Board encourages the participation of these entities in public procurement activities. Towards that end, the Board encourages contractors to provide for the participation of these entities through partnerships, joint ventures, subcontracts, and other contractual opportunities.



**ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**EXCUSABLE DELAY:** The Board shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the Board. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Board.

**LICENSES, PERMITS and FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the Town of Youngsville, Franklin County or the State of North Carolina. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the Board a copy of their Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. The bidder/offeror must have all necessary licenses to perform the services in the State of North Carolina and, if practicing as other than an individual, be authorized to do business in the State of North Carolina.

**MANDATORY USE OF BOARD FORMS AND TERMS AND CONDITIONS for ITBs AND RFPs:** Failure to submit a bid/proposal on the official Board form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The Board reserves the right to decide on a case by case basis, in its sole discretion, whether to reject any bid/ proposal which has been modified. As a precondition to its acceptance of an ITB response, the Board may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

**MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS:**

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.

8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

**PUBLIC INSPECTION OF CERTAIN RECORDS:** Public inspection of all records is strictly governed by NC General Statute 132-1. Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

**REVISIONS to the OFFICIAL ITB/RFP:** No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror by the Board.

## **AWARD**

### **CONTRACT AWARD**

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The Board reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The Board's decision shall be final. The Board reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the Board to be in its best interest. Delivery timelines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the Board, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

The Board reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the Board to be in its best interest.

**NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are canceled or rejected, the Board reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the Board whenever such low bid exceeds the Board's available funds for the project. The Board shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the Board wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the Board and the lowest responsive, responsible bidder.

**QUALIFICATIONS of BIDDERS/OFFERORS:** The Board may make such reasonable investigations as deemed proper and necessary to determine the responsibility and ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the Board all such information and data for this purpose as may be requested. The Board reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Board further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Board that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**SELECTION PROCESS/NOTICE OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Finance Department will publicly post such notice and/or will notify all responsive bidders/offerors and records are available for public inspection in accordance with the NC Public Records Law as stated in N.C. General Statute 132-1.

## **CONTRACT PROVISIONS**

**ANTI-DISCRIMINATION:** By submitting their bids/proposals, bidders/offerors certify to the Board that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the North Carolina Persons With Disabilities Act (NC G.S. 168A) as amended, where applicable, the Americans With Disabilities Act.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Board all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of North Carolina, relating to the particular goods or services purchased or acquired by the Board under said contract.

**APPLICABLE LAWS and COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of North Carolina, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Franklin County, North Carolina. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ASSIGNMENT of CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Board.

**CHANGES to the CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties by mutual agreement in writing, to modify the terms, conditions, or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Procurement A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$25,000, whichever is lesser, without the advance written approval of the Youngsville ABC Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer).
3. Manager (or Board delegated agent) may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Board of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Board's written decision affirming, modifying, or revoking the prior written notice. If the Board decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Board a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Board's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Board with all vouchers and records of

expenses incurred and savings realized. The Board shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Board within thirty (30) days from the date of receipt of the written order from the Board. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Youngsville ABC Board's Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Board or with the performance of the contract generally.

**CONTRACT EXECUTION:** Per Board policy, the ABC System General Manager shall have authority to execute all contracts and agreements on behalf of the Board except as otherwise directed by the Youngsville ABC Board in specific instances.

**CONTRACTUAL DISPUTES:** Dispute to contracts should be mediated with the Board and/or General Manager. If a resolution can not be identified, the Board's attorney will review the contract to determine outcomes.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, failure to repay a debit, including interest or principal, on a loan or security, the Board, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the Board may have.

**DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to: (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**IMMIGRATION REFORM and CONTROL ACT OF 1986:** By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Board, its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including attorney's fees, resulting from or arising out of Contractor's or its agent's and subcontractor's negligent activities or omissions, or from which the Contractor would have legal liability outside of contract.

**INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with the provisions as outlined. The bidder/offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in North Carolina.

**LIABILITY AND LITIGATION:** The Board shall not indemnify or hold harmless any contractor or other third party. The Board does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The Board does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The Board shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost

wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

**NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**PAYMENT:**

1. **To Prime Contractor:**

Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the North Carolina Fair Debt Collection Act. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the Board with a federal employer identification number, prior to receiving any payment from the Board. The Board requires an updated IRS Form W-9 be filed with the Finance Department at or before the contract is signed.

The provisions of this section do not relieve the Board of its prompt payment obligations with respect to those charges which are not in dispute. However, the Board shall always be allowed time to review the invoices prior to remitting payment to the Contractor.

2. **To Subcontractors:**

A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Board for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or;

Notify the Board and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Board. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Board. A contractor must receive signed lien waivers from any subcontractor at the time of payment to that subcontractor. All such lien waivers must be supplied to The Board immediately.

**SAFETY and OSHA STANDARDS:** All parties performing services for the Board shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.



**TERMINATION:** Subject to the provisions below, the contract may be terminated by the Board upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Board, without the required thirty (30) days advance notice, then the Board shall be responsible for payment of services up to the termination date.
2. **Termination for Cause:** Termination by the Board for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the Board may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the Youngsville ABC Board and are null and void in the event of non-appropriation by the Board. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the Board.

## **SPECIFICATIONS**

**CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, latest edition/model in first class condition.

**FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the bidder will be required to furnish articles in conformity with that specification.

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Board to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation. The Board reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

## **DELIVERY**

**DEFECTS OR IMPROPRIETIES:** In instances where there is a defect or impropriety in an invoice or in the goods or services received, the Board shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

**TESTING AND INSPECTION:** The Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the Board, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Board.

**TRANSPORTATION AND PACKAGING:** All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## ATTACHMENT A. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror: \_\_\_\_\_

| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|---------------|----------------|---|
|               |                |   |
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*\*Bidder/Offeror may attach additional sheets if necessary*

☐ Check this box if there are none.

***\*Complete & return this document with proposal submission.***



## ATTACHMENT B. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf;
- (2) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(Print)

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

CITY / COUNTY OF \_\_\_\_\_,

STATE OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public, do certify

that \_\_\_\_\_ whose name is signed to

the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

***\*Complete & return this document with proposal submission***

## ATTACHMENT C. REFERENCES LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

### **Reference #1**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

### **Reference #2**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

### **Reference #3**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

### **Terminated Reference (if applicable)**

Indicate below a listing of at least one (1) recent client/account that has terminated your company's services within the last three (3) years. Account(s) are preferred to be government accounts of a similar size and nature.

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

### **COMPANY BACKGROUND (Attach additional sheets if necessary.)**

Number of Years in Business: \_\_\_\_\_

Overview of Work History, Experience & Background of Company: \_\_\_\_\_

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***\*Complete & return this document with proposal submission***

ATTACHMENT D. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits with a \$2,000,000 aggregate. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the State of North Carolina. **The insurer must list the Youngsville ABC Board as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**
- 2.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol “1”. The insurer must be licensed to conduct business in the State of North Carolina.
- 3.) The contractor will maintain workers’ compensation coverage in compliance with the laws of the State of North Carolina. The coverage must have statutory limits and be with an insurer licensed to conduct business in the State of North Carolina. As an alternative, it is acceptable for the contractor to be insured by a group self-insurance association that is licensed by the North Carolina Bureau of Insurance. The contractor will also carry employers’ liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
- 4.) The contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted. If the contractor has professional liability insurance on a claims made basis, agreement must be made that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract. Coverage is to be with a company licensed to conduct business in the State of North Carolina.

Please provide the Board with two (2) documents upon request:

- 1.) Certificate of Insurance (COI) for the Youngsville ABC Board. COI must show the Additional Insured status.
- 2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

BIDDER/OFFEROR STATEMENT

*We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.*

|               |        |
|---------------|--------|
| Signature:    | Date:  |
| <hr/>         | <hr/>  |
| Name:         | Title: |
| <hr/>         | <hr/>  |
| (Print)       |        |
| Name of Firm: |        |
| <hr/>         |        |

***\*Complete & return this document with proposal submission***

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