



**Request For Proposals**  
**For Custodial Maintenance Services**  
**For**  
**GREENVILLE UTILITIES COMMISSION**  
**Of the**  
**City of Greenville, North Carolina**

**401 South Greene Street**  
**Greenville, North Carolina 27834**

**Issue Date April 1, 2022**

**Response Due Date, April 28, 2022 by 3:00 PM (EDST)**

**RFP May Be Viewed at: [WWW.GUC.COM](http://WWW.GUC.COM)**

## **Purpose Of Request For Proposals**

Greenville Utilities Commission (GUC) is seeking written **sealed proposals and cost** for Custodial Maintenance Services for multiple facilities.

Questions regarding this request for proposal (RFP) should be received by or before 9:00 am (EDST) on April 12, 2022. Answers shall be communicated by end of business day, April 19, 2022. All questions shall be directed to the attention of Cleve Haddock, CLGPO, Purchasing Manager at (252) 551-1533, [haddocgc@guc.com](mailto:haddocgc@guc.com).

## **THE PROPOSAL SHOULD CONTAIN AT A MINIMUM, SERVICES THAT MEET THE BELOW SPECIFICATIONS**

It is the intent of Greenville Utilities Commission (GUC) to procure custodial maintenance services to clean office space at three (4) locations; Operations Center (98,170 sf), Headquarters (40,182 sf), Plants and Remaining Facilities (31,205 sf), Mumford Road Facility – Once bi-weekly (50,406 sf). Frequency of cleaning all locations will be per enclosed specifications, Monday through Friday. Daily work shall commence at 5:30 PM and be complete by 10:30 PM, work hours can be negotiable but will not exceed 11:30pm and will not start before 5:30PM with the exception of day porters. Work schedules will not be varied without the Facilities Maintenance Supervisor's authorization and must give notification a minimum of 2 weeks prior to any weekend work.

Contractor shall employ sufficient personnel to perform task concurrently in all locations within the specified timeframe, which are subject to change. Special arrangements will be made for stripping and waxing of vinyl composition tile (VCT) and carpet cleaning where necessary. Contractor will respond to empty dispensers during normal business hours as needed. No mopping or vacuuming will be permitted between the hours of 4:00am and 5:30pm. The only exception is for the clean up of spills.

All employees of the selected proposal must be required to undergo criminal background checks prior to signing a contract. GUC must be notified immediately of any personnel changes, who will be subject to GUC's approval in relation to this contract.

Use of GUC computers, phones, copiers or equipment to custodial tasks is strictly prohibited and will result in immediate termination. GUC reserves the right to terminate this agreement without notice.

No employees under 18 years of age will be permitted on premises. All employees: while performing work on GUC property, will wear appropriate clothing identifying them as an employee with the successful proposal's company. As a minimum a company shirt.

Contractor will provide sufficient equipment to perform all assigned taskings and have items located on each floor of multi-story buildings.

**All potential proposers will be required to attend a pre-proposal meeting and visit all locations you have intentions of bidding on. Failure to sign the sign in sheet at each location you bid on will disqualify your bid for that location. The Fleet Maintenance Building will be an active construction site and masks, hard hats and safety vests will be required for the walk down. If you cannot procure a hard hat or safety vest, please notify Vincent Malvarosa, Facility Engineer I, at 252-214-1537 two (2) days prior to the meeting.**

**PRE-PROPOSAL MEETING** – A Pre-Proposal meeting will be held at Greenville Utilities Commission, 3355 NC 43 North, Greenville, North Carolina 27834 on **April 6, 2022** at 8:00 am (EDST) The intent of the Pre-Proposal Meeting is to allow the Proposers an opportunity to ask questions and make clarifications prior to submitting a proposal. Only portions of the proposal/contract will be discussed. Lack of discussion or clarifications of any portion of the proposal/contract does not relieve the Proposer from conforming to the provisions of the same.

**Submittal of references will be required with your proposal.**

Questions regarding proposal should be directed to Cleve Haddock, CLGPO, Procurement Manager, at (252) 551-1533, [haddockc@guc.com](mailto:haddockc@guc.com)

The successful proposer will be required to commence work within seven (15) days of signing GUC's Terms and Conditions.

This Agreement(s) shall be for a one (1) year period. Based on mutual agreement between the parties, this agreement(s) may be renewed for additional annual renewal extension(s), up to a total five (5) year contract term. The pricing for annual renewal will be subject to the mutual agreement between the parties.

**GOOD FAITH STATEMENT:**

All information provided by GUC in this RFP is offered in good faith. Individual item(s) are subject to change at any time. GUC makes no certification that any item(s) are without error. GUC is not responsible or liable for any use of the information or for any asserted claims.

**PROPOSAL FORMAT:**

Written document is the preferred format for the proposal.

**PROPOSAL DEADLINE:**

Proposals, subject to the conditions made a part hereof, will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on April 28, 2022.

**PREPARATION OF PROPOSAL:**

Proposals must be in envelopes clearly marked on the outside with the name of the proposal and the proposal opening date and time. Proposals shall be addressed to: GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834, ATTENTION: Cleve Haddock, CLGPO, Procurement Manager.

**EVALUATION AND AWARD:**

Proposals will be evaluated by GUC personnel. Selected vendors may be requested to present formal presentations/unit demonstrations on site on a date and time mutually agreeable by both parties.

**Evaluation Criteria:**

Vendor/unit selection shall be based on evaluation and rating of Vendor's demonstrated competence and qualifications/performance for the type of unit/services/products to be offered. The following guidelines will be used as minimum criteria for rating the Vendor:

- The quality of references from past customers of vendor.
- Quality of approach and methodology that demonstrates an understanding of the unit's requirements
- Quality, extent and relevance of vendor's staff /service experience
- Vendor's response time for starting services
- Overall Costs

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal. If a proposal is to be awarded, it will be awarded to the responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

**MINORITY BUSINESS PARTICIPATION PROGRAM:**

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

**GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.**

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**I. SCOPE OF WORK**

*(See Exhibit F below for Waste Water Treatment Plant details and map)*

**General**

**A. Nightly Task – 5 Times Per week**

1. Empty all wastepaper receptacles (interior and exterior) and discard in designated dumpster. Install new trash can liner. Trash receptacles are to be placed back where they came from.
2. Empty all recyclables into designated bins for removal.
3. Dust and remove fingerprints from all common area surfaces.
4. Properly position furniture in offices, conference rooms, break rooms and waiting areas.
5. Vacuum and spot clean all carpeted areas.
6. Spot clean walls, door frames and light switches.
7. Dust and damp mop all ceramic and resilient tile floors.
8. Clean and sanitize water fountains.
9. Clean door and entrance glass.
10. Clean and disinfect all high contact surfaces (door handles, drawer pulls, microwave handles, ice machine pulls, elevator buttons, etc.)
11. Clean and disinfect wash basins, toilet bowls and urinals.
12. Clean and polish all restroom mirrors, dispensers and fixtures.
13. Spot clean walls around urinals and toilets with germicidal solution.
14. Wash all restroom floors with a germicidal solution and leave them streak free.
15. Restock all paper products and neat seat covers.
16. Clean all kitchen counters, tables and sinks with an approved disinfectant.
17. Wipe out microwave.
18. Replenish all condiments, utensils and napkins.
19. Vacuum entrance rugs.
20. Turn off coffee makers, hot water dispensers and K-type coffee makers. Wipe each down thoroughly. Fill units full of water.
21. Clean stoves, microwaves and toasters.
22. Clean out cigarette butt urns at entrances.
23. Clean and sweep mats and area 15 feet in front of exterior entrances. Straighten mat in front of door and remove spider webs.
24. Clean janitor's closet.
25. Turn off designated lights where applicable.
26. Lock doors and set alarm as instructed.
27. Ice Machine(s), cleaned daily around doors, scoops and scoop holders are to be sanitized.

**B. Weekly Task – Once per week**

1. Wash all internal glass and dust frame ledges.
2. Dust all window ledges.
3. Damp wipe all chair and table legs.
4. Clean and sanitize phones.

**C. Monthly Task – Once per month**

1. Vacuum all fabric type furniture.
2. Damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting.
3. Dust all picture frames.
4. Thoroughly clean jambs of door frames.
5. Dust all window blinds.
6. Dust light fixtures and ceiling HVAC vents.
7. All baseboards will be damp cleaned.
8. Clean refrigerators at Administrative building at WWTP, Express, Engineering, Administrative and Red Banks break rooms.
9. Clean Board Room thoroughly the night before board meetings.

**D. Other Services**

Carpets Cleaning and deep grout cleaning for ceramic tiles will be priced as a per square foot rate. These services (along with the below VCT stripping and waxing) will be an “as requested” basis. Typically, we perform these services twice a year.

**II. RESILIENT TILE MAINTENANCE**

**A. Vinyl Composition Tile (VCT)**

1. All VCT will be damp mopped nightly and left streak free.
2. All other VCT in will be buffed every two (2) weeks.

Added Cost: VCT in all locations will be completely stripped of wax and three (3) fresh coats applied and burnished in as requested. To be priced individually per square foot in pricing sheet.

**B. Vinyl Composition Tile (VCT) and Carpet at WTP Building**

1. All VCT to be dust mopped nightly. VCT in break room to be damp mopped nightly.
2. VCT in administration area and control room to be damp mopped weekly or sooner if spills/spots are detected.
3. VCT in filter gallery to be damp mopped on an as needed basis.
4. All VCT to be stripped and waxed every 6 months as requested based on the price per square foot provided in the below pricing sheet.
5. Annual carpet cleaning in carpeted areas as requested based on the price per square foot provided in the below pricing sheet.

**III. CONSUMABLE PRODUCTS SUPPLIED BY VENDOR**

**A. Products supplied by Vendor (Billed to GUC at Cost)**

1. Toilet tissue

2. Roll and fold hand towels for restrooms
3. Paper towels for break rooms
4. Foam soap for restrooms
5. Neat-seat covers for restrooms
6. Can liners
7. Napkins
8. Paper plates, plastic ware (knives, spoons and forks) and cups for break rooms.
9. Consumables: salt, pepper, sugar, artificial sweetener, coffee stirrers
10. Deodorizers units for urinals and bathrooms

B. All remaining products will be supplied by contractor: cleaning solutions, disinfectants, floor stripper and wax, etc.

NOTE(S): GUC will need to pre-approve the wax being used.  
Absolutely no propane powered machinery in buildings.

#### IV. DAY PORTER—10:00 AM – 2:00 PM MONDAY-FRIDAY

1. Dust and remove fingerprints from all common area surfaces, handles and knobs.
2. Clean door and entrance glass.
3. Clean and disinfect all high contact surfaces (door handles, drawer pulls, microwave handles, ice machine pulls, elevator buttons, etc.)
4. Clean and disinfect wash basins, toilet bowls and urinals.
5. Clean and polish all restroom mirrors, dispensers and fixtures.
6. Spot clean walls around urinals and toilets with germicidal solution.
7. Wash all restroom floors with a germicidal solution and leave them streak free.
8. Clean all kitchen counters, tables and sinks with an approved disinfectant.
9. Polish all stainless and chrome fixtures.

#### V. QUALITY CONTROLS

During the first month of the contract the successful contractor MUST submit a Q/A process for GUC review and approval. This process should provide a check list (inclusive of nightly, weekly and monthly tasks) designed to ensure all tasks described above are being completed as required of this contract. The check list will be used as a tool for the contractor to back check their employees work and for GUC to review as well. **All payments will be held if a Q/A process and check list have not been submitted for review by GUC.**

Each Month, 1 week prior to the contractor submitting an invoice the Q/A representative and the GUC Facilities Supervisor will meet (either in person, telephonically or video conference) to review the Q/A checklist completed by the contractor and submitted to GUC. **If this Q/A checklist has not been submitted for mutual review 1 week prior to invoicing, payment for that month will be held until it is submitted and reviewed by both parties.**

**VI. SPECIAL EVENTS**

Contractor must be available to respond to special events and storms when called at additional expense to GUC.

**VII. INVOICING FOR SUPPLIES**

Contractor will submit a separate monthly invoice to Accounts Payable for all supplies that GUC is responsible for paying for. This is for items such as paper plates, plastic ware, condiments, paper towels, hand soap, toilet paper, etc. All supplies will be billed to GUC at cost with no markup. All receipts must be supplied with supplies invoices

**IX. DAMAGES TO GUC PROPERTY**

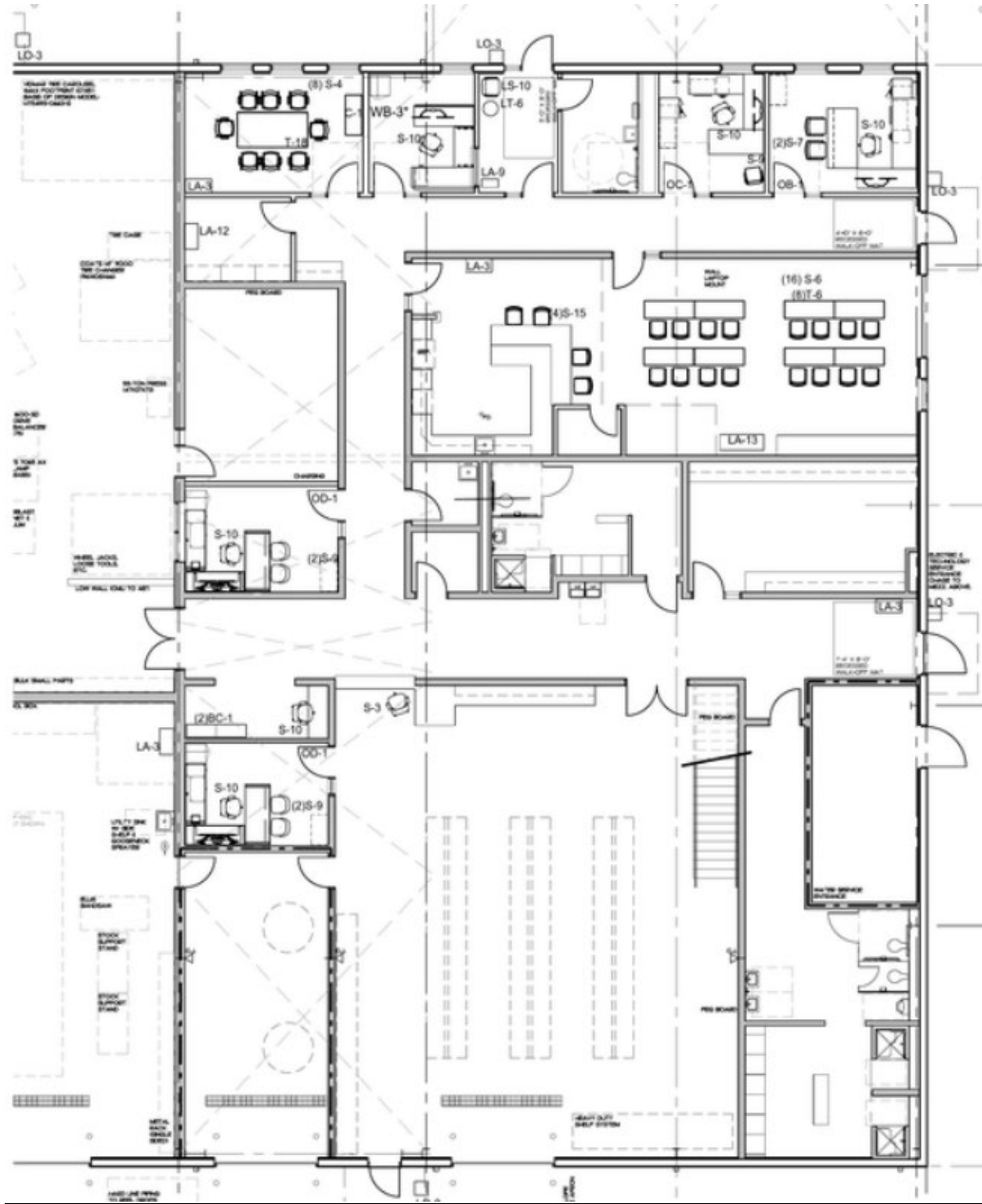
Contractor is responsible to repair or replace any damaged caused to GUC properties, such as: glass, conference room table-tops, furniture, blinds, electronics, etc....

**X. MUMFORD ROAD FACILITY AND FLEET MAINTENANCE BUILDING**

GUC will be completing construction of their Fleet Maintenance Building at the same site location as the Operations Center in this request for bids. This building will be completed in May 2022 and will need the same services as those listed above starting in June 2022. Contractors providing us with pricing for the 3 current buildings should have the resources to be able to expand services to this building as well. (See exhibit E)



**EXHIBIT E**





**WWTP Cleaning Schedule And Map**

Administration Bldg # 240	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annual
<b>OFFICES</b>						
Empty Trash	X					
Vacuum Floor	X					
Spot Clean Carpet	X					
Clean Carpet					X	
Interior Windows			X			
Interior Window Sills		X				
Exterior Windows					X	
Furniture	X					
Clean Telephones		X				
Dust Blinds			X			
Clean Interior doors			X			
High Dust			X			
Low Dust		X				
Hallways Sweep	X					
Hallways Wet Mop	X					
Buff Hallways		X				
Strip&Refinish tile					X	
Dust Baseboards		X				
Dust door frames		X				
Wall Mounts(pictures ect) dust		X				
Water Fountains clean	X					
Housekeeping storage Clean	X					

Greenville WasteWater Treatment Plant						
AREA	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annually
<b>ENTRANCES</b>						
Clean doors and frames	X					
Vacuum mats	X					
Sweep outside 15' from the door	X					
High Dust		X				
Low Dust	X					
Clean Glass	X					

Greenville WasteWater Treatment						
AREAS	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annually
<i>Bldg 200 Dewatering</i>						
<i>Wet mop Floor</i>	X					
<i>Sweep Floor</i>	X					
<i>Clean glass</i>		X				
<i>Clean Restroom</i>	X					
<i>Disinfect</i>	X					

Labs (Admin Bldg) # 240	Daily	Weekly	Monthly	Quarterly	BI-Annual	Annual
Sweep Floors	X					
Wet Mop Floors	X					
Empty Trash	X					
Clean waste container		X				
Dust Blinds			X			
Interior Glass			X			
Exterior Glass					X	
Cabinet doors	X					
Strip & Refinish Floor					X	
<b>OFFICES</b>						
(Same a page one)						
<b>Conference Room</b>						
Dust and clean Table	X					
Dust Blinds	X					
Clean furniture	X					
High-Dust				X		
Low-Dust	X					
<b>Vents ALL Areas</b>			X			

Greenville WasteWater Treatment	Daily	Weekly	Monthly	Quarterly	BI-Annual	Annual
<b>AREA'S</b>						
Housekeeping Storage Room						
Clean	X					
Shower Room <i>Restroom</i>						
Sweep	X					
Mop	X					
Disinfect	X					
BreakRoom						
Microwave Clean	X					
Sink	X					
Wipe Table	X					
Wipe chairs	X					
Dust mop Floor	X					
Wet Mop floor	X					
Vending Machine		X				
Stove	X					
Remove Trash	X					
Maintenance Office <i>Bldg 230</i>						
Same as page ONE	X					
Utility Sink	X					
Sweep concrete <i>/ Crew Room</i>	X					
Dust mop/Wet mop tile	X					
Remove trash	X					
Clean <i>rest room</i>	X					

**GREENVILLE UTILITIES COMMISSION**

**PROPOSAL COST FORM**

**APRIL 28, 2022**

The undersigned proposer hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the services listed below. The undersigned proposer further agrees, if this proposal is accepted within ninety (90) days from the due date of the proposal, to furnish any or all the services upon the proposed prices.

**LOCATION: Operations Center**

<i>Building</i>	<i>Square Feet</i>	<i>Weekly Cost</i>
Engineering & Operations	55,770	
Stores Warehouse	6,000	_____
Systems Support Building	31,400	_____
Fleet Maintenance Building	5,000	_____
	Total:	_____

**LOCATION: Headquarters**

<i>Building</i>	<i>Square Feet</i>	<i>Weekly Cost</i>
Administrative Headquarters	40,182	_____

**LOCATION: Plants and Remaining Facilities**

<i>Building</i>	<i>Square Feet</i>	<i>Weekly Cost</i>
Express Office	3,000	
Red Banks	7,000	_____
Water Treatment Plant	12,540	_____
Wastewater Treatment Plant	8,000	_____
*LNG Plant ( <i>1 time per week</i> )	665	_____
		_____
	Total:	_____

**LOCATION: Mumford Road Facility (Once Bi-Weekly)**

<i>Building</i>	<i>Square Feet</i>	<i>Bi-Weekly Cost</i>
Engineering Building	22,845	
Building ( A )	11,300	_____
Meter Building	8,820	_____
Stores ( E )	3,849	_____
Garage ( D )	900	_____
Load Management ( C )	600	_____
Water Resources ( C )	36	_____
Transformer ( B )	1,200	_____
EWS	856	_____
		_____
Bi-Weekly Total:		_____
Garage ( D ) <u>M-F Weekly</u>	900	_____

**Garage Note:** Around June 2022 the Garage will no longer be occupied. At this time services will shift from Monday through Friday services to Bi-Weekly, same as the other buildings at this location

**UNIT Prices**

Cost per Sqft

Deep Carpet Cleaning

VCT Tile Strip and Wax

Ceramic Tile Grout Cleaning

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Term of Contract**

This contract shall be for a term of 3 months. It necessary GUC may request an extension of services at the same rates for a term agreeable to the Contractor.

**Complete and Check All**

**Math**

It is the responsibility of the propose to extend proposed rates and supply a total for each location bid on.



**E-VERIFY:**

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. \_\_\_\_ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. \_\_\_\_ I employ less than fifteen (15) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. \_\_\_\_ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. \_\_\_\_ Employ less than fifteen (15) employees in the State of North Carolina.

Specify subcontractor: \_\_\_\_\_

\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ (Typed Name)

\_\_\_\_\_ (Authorized Signatory)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

**These Forms Must be Completed, Signed and Returned With The**  
**Respondents Proposal.**

**BUSINESS STATEMENT**

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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Contact Person's Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

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Business License No.: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal ID No. or Social Security No.: \_\_\_\_\_

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**Type of Organization:** (Check all that apply)

- Corporation, under the laws of the State of \_\_\_\_\_
- Individual
- Joint Venture
- Municipal, State, or Federal
- S Corporation
- General Partnership
- Limited Partnership
- Non-Profit Corporation
- Small Business Enterprise: A business enterprise that is independently owned and operated; organized for profit; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

## VENDOR PROFILE QUESTIONNAIRE

Question	Answer
Organization name and corporate location?	
What is your organizations primary business?	
Is your organization a subsidiary to a larger parent company? If so, whom?	
Length of time your organization has been in business providing this type of services/products?	
Organization ownership?	
Number of employees: <ul style="list-style-type: none"> <li>• Total</li> <li>• Development</li> <li>• Product Support</li> <li>• Professional Services</li> </ul>	

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## REFERENCES

The respondent must provide 3 references where the requested unit/services/products of this RFP were implemented.

	REFERENCE NO. 1
<b>NAME OF FIRM</b>	
<b>CUSTOMER'S BUSINESS/OPERATIONS</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	
<b>CONTACT</b>	
	REFERENCE NO. 2
<b>NAME OF FIRM</b>	
<b>CUSTOMER'S BUSINESS/OPERATIONS</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	
<b>CONTACT</b>	
	REFERENCE NO. 3
<b>NAME OF FIRM</b>	
<b>CUSTOMER'S BUSINESS/OPERATIONS</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	
<b>CONTACT</b>	



### **SECTION III**

#### **TERMS AND CONDITIONS FOR THE PURCHASE OF**

#### **APPARATUS, SUPPLIES, MATERIALS, EQUIPMENT, LABOR AND SERVICES**

These Terms and Conditions, made and entered into on this the \_\_\_ day of \_\_\_\_\_, by and between GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, with one of its principal offices and places of business at 401 S. Greene Street, Post Office Box 1847, Greenville, Pitt County, North Carolina 27835-1847, hereinafter referred to as "GUC" and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, with one of its principal offices and places of business at \_\_\_\_\_, hereinafter referred to as "PROVIDER";

#### **1.0 TAXES**

No taxes shall be included in any bid prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

#### **2.0 INVOICES**

It is understood and agreed that orders will be shipped at the established contract prices and quantities in effect on dates orders are placed. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate line item. All invoices must bear the GUC purchase order number. Mail all invoices to Greenville Utilities Commission, Finance Department, P. O. Box 1847, Greenville, NC 27835-1847.

#### **3.0 PAYMENT TERMS**

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, supplies or services and after submission of a proper invoice. GUC's normal payment policy is thirty (30) days. GUC will not be responsible for any goods delivered without a purchase order having been issued. Payment will be made in U. S. currency only.

#### **4.0 QUANTITIES**

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

#### **5.0 AFFIRMATIVE ACTION**

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment

of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

## **6.0 CONDITION AND PACKAGING**

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

## **7.0 SAMPLES**

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned at the Provider's expense. Request for the return of samples must be made at the bid opening, otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

## **8.0 SPECIFICATIONS**

Any deviation from specifications must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with specifications, and the Provider will be held responsible. Deviations must be explained in detail. **The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

## **9.0 INFORMATION AND DESCRIPTIVE LITERATURE**

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

## **10.0 AWARD OF CONTRACT**

As directed by statute, qualified bids will be evaluated and acceptance made of the lowest responsible, responsive bid most advantageous to GUC as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the Provider, substantial conformity with the specifications and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by written amendment in the form of "Amended Purchase Order," which has been approved by GUC's Procurement Manager.

In the event of a Provider's failure to deliver or perform as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights. The Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may

charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

## **11.0 MEDIATION/BINDING ARBITRATION**

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

## **12.0 GOVERNMENT RESTRICTIONS**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Procurement Manager, at once, indicating in its letter the specific regulation which required such alterations. GUC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of GUC, to cancel the contract.

## **13.0 INSURANCE**

**13.1 Coverage** – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

**13.1.1 Workers' Compensation** – The Provider shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the



Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

**13.1.2 General Liability** – Commercial Liability Coverage written on an “occurrence” basis in the minimum amount of \$1,000,000 per occurrence.

**13.1.3 Automobile** – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

**13.2 Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of the Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider’s liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC’s Procurement Manager.

#### **14.0 PATENTS AND COPYRIGHTS**

The Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

#### **15.0 PATENT AND COPYRIGHT INDEMNITY**

The Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from GUC modifications not authorized by the Provider or from the use of combination of products provided by the Provider with products provided by GUC or by others; and (5) should such product(s) become, or in the Provider’s opinion likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider’s option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

#### **16.0 EXCEPTIONS**

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

#### **17.0 CONFIDENTIAL INFORMATION**

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

#### **18.0 ASSIGNMENT**

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Procurement Manager, solely as a convenience to the Provider, GUC may:

- Forward the Provider's payment check directly to any person or entity designated by the Provider, and
- Include any person or entity designated by Provider as a joint payee on the Provider's payment check.
- In no event shall such approval and action obligate GUC to anyone other than the Provider, and the Provider shall remain responsible for fulfillment of all contract obligations.

#### **19.0 ACCESS TO PERSON AND RECORDS**

GUC shall have reasonable access to persons and records of Provider as a result of all contracts entered into by GUC.

#### **20.0 INSPECTION AT BIDDER'S SITE**

GUC reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term as necessary for GUC's determination that such item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Provider may limit GUC's access to restricted areas.

#### **21.0 AVAILABILITY OF FUNDS**

Any and all payments of compensation of this specific transaction and any continuation or any renewal or extension are dependent upon and subject to the allocation of GUC funds for the purpose set forth in this Agreement.

## **22.0 GOVERNING LAWS**

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

## **23.0 ADMINISTRATIVE CODE**

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code and General Statutes and Laws of the State of North Carolina.

## **24.0 EXECUTION**

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

## **25.0 CLARIFICATIONS/INTERPRETATIONS**

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Procurement Manager. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the GUC Procurement Manager.**

## **26.0 SITUS**

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

## **27.0 TERMINATION OF AGREEMENT**

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Provider's persistent failure to perform in accordance with the Terms and Conditions, (2) Provider's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

## **28.0 DELIVERY**

**Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs.**

Time is of the essence with respect to all deliveries under this Agreement.

Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 701 Utility Way, Greenville, North Carolina 27834, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. Delivery hours are between 8:00 AM and 4:30 PM Monday-Friday only. **GUC's purchase order number is to be shown on the packing slip or any related documents.** GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

### **29.0 INDEMNITY PROVISION**

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

### **30.0 FORCE MAJEURE**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

### **31.0 WARRANTY(IES)**

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

### **32.0 INTEGRATED CONTRACT**

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

### **33.0 CONTRACT PROVISIONS**

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

### **34.0 E-VERIFY**

E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

### **35.0 IRAN DIVESTMENT ACT CERTIFICATION**

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

### **36.0 UNIFORM GUIDANCE**

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

### **37.0 NOTICES**

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, CLGPO  
Procurement Manager  
Greenville Utilities Commission  
P.O. Box 1847  
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.