

## **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on June 18, 2014 and immediately thereafter publicly opened and read for the furnishing of Custodial Maintenance Services.

Instructions for submitting bids and complete specifications will be available in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina during regular office hours, which are 8:30 AM – 5:00 PM Monday through Friday.

Greenville Utilities Commission reserves the right to reject any or all bids.

## SECTION I

### GREENVILLE UTILITIES COMMISSION

#### GENERAL INSTRUCTIONS FOR FORMAL BIDS

##### **1.0 NOTICE TO BIDDERS**

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on June 18, 2014 the day of opening. **Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable.**

**1.1 PRE-BID MEETING** – A Pre-Bid meeting will be held at Greenville Utilities Commission, 801 Mumford Road, Greenville, North Carolina 27834 on Thursday, June 5, 2014 at 3:00 pm (EDST).

**1.1.1** The intent of the Pre-Bid Meeting is to allow the bidders an opportunity to ask questions and make clarifications prior to submitting a bid.

**1.1.2** Only portions of the bid/contract will be discussed. Lack of discussion or clarifications of any portion of the bid/contract does not relieve the Bidder from conforming to the provisions of the same.

##### **2.0 STANDARD FORMS REQUIRED**

Each bidder must submit a proposal on the enclosed bid forms. **The bid must be signed by an authorized official of the firm. Return only the attached Proposal Form. Do not return the Advertisement for Bids, Instructions to Bidders or Specifications.**

##### **3.0 PREPARATION OF BID**

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to BUYER II, GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834.

##### **4.0 TIME FOR OPENING BIDS**

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Buyer II, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present.

##### **5.0 DEPOSIT**

A deposit is **NOT** required for this bid.

##### **6.0 NC SALES TAX**

Do **not** include NC sales taxes in bid figure; however, Greenville Utilities Commission (GUC) does pay sales tax. Sales tax should be added to the invoice as a separate item.

## **7.0 FEDERAL EXCISE TAX**

GUC is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate upon request to the successful bidder.

## **8.0 EXCEPTIONS TO BE CLEARLY STATED**

If bid is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Proposal Form**, otherwise, it is fully understood that the successful bidder will furnish services, equipment and/or materials exactly as specified. GUC reserves the right to accept or reject bids with noted minor deviations from specifications and to determine the lowest responsible, responsive bid from the standpoint of quality, performance, and price.

## **9.0 EVALUATION AND AWARD OF BIDS**

GUC reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, GUC shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. GUC reserves the right to include or exclude any option or alternative in GUC's opinion is in GUC's best interests. If a bid is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by GUC indicates that the award will be in GUC's best interests. Only firm prices will be considered for award of this bid.

## **10.0 PROMPT PAYMENT DISCOUNTS**

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it may be considered in the award of the contract.

## **11.0 NUMERICAL ERRORS**

In the case of a discrepancy between a unit price and the extension (the unit price multiplied by the number of units), the unit price governs. In the case where numerical bids are stated both in numbers and in words, the words govern.

## **12.0 BID WITHDRAWAL**

A bidder must notify GUC in writing of its request to withdraw a bid within seventy-two (72) hours after the bid opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the bid was submitted in good faith.

## **13.0 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.

**14.0 ADMINISTRATIVE CODE:**

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

**15.0 CONTRACT PERIOD**

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), not exceeding a total five (5) year contract term. The pricing for annual renewal will be subject to the mutual agreement between the parties.

**16.0 AFFIRMATIVE ACTION**

The bidder 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.

**17.0 CONTACT INFORMATION**

Questions regarding this bid request should be directed to Cleve Haddock, Buyer II at (252) 551-1533, [haddocgc@guc.com](mailto:haddocgc@guc.com)., Greg Roberson, Building and Grounds Supervisor at (252) 329-2156, [robersag@guc.com](mailto:robersag@guc.com)

**18.0 TERMS AND CONDITIONS**

**The attached Terms and Conditions apply to all purchases made by Greenville Utilities Commission (GUC) and must be considered as part of the bid proposal.**

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**SECTION II**  
**GREENVILLE UTILITIES COMMISSION**  
**REQUEST FOR PROPOSAL**  
**CUSTODIAL MAINTENANCE SERVICES**  
**JUNE 18, 2014**

It is the intent of Greenville Utilities Commission (GUC) to procure custodial maintenance services to clean fifteen (15) locations totaling approximately 111,923 square feet (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 9:30 PM.

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).

All employees of the selected bidder 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 potential bidders will be required to attend a pre-bid conference and visit all locations subject to this contract prior to bidding. The pre-bid conference is scheduled for Thursday, June 5, 2014 at 3:00 PM at Greenville Utilities Commission, Operations Center, 801 Mumford Road, Greenville, NC. **Submittal of references will be required at this time as well.** Questions regarding this pre-bid conference should be directed to Greg Roberson, Building and Grounds Supervisor at (252) 329-2156, [roberson@guc.com](mailto:roberson@guc.com)

The successful bidder will be required to commence work within seven (7) 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), not exceeding a total five (5) year contract term. The pricing for annual renewal will be subject to the mutual agreement between the parties.

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## **I. SCOPE OF WORK**

### **General**

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

1. Empty all wastepaper receptacles and discard in designated dumpster. Install new trash can liner.
2. Empty all recyclables into designated bins for removal.
3. Dust and remove fingerprints from all horizontal surfaces: desk, credenzas, side tables, file cabinets, ledges and countertops.
4. Properly position furniture in offices, conference rooms, break rooms and waiting areas.
5. Vacuum 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 wash basins, toilet bowls and urinals.
11. Clean and polish all restroom mirrors, dispensers and fixtures.
12. Spot clean walls around urinals and toilets with germicidal solution.
13. Wash all restroom floors with a germicidal solution.
14. Restock all paper products and neat seat covers.
15. Clean all kitchen counters, tables and sinks with an approved disinfectant.
16. Wipe out microwave.
17. Replenish all condiments, utensils and napkins.
18. Vacuum entrance rugs.
19. Turn off coffee makers. Wash pots and fill 3/4 full of water. Discard coffee pouch.
20. Clean out cigarette butt urns at entrances.
21. Clean and sweep area 15 feet in front of exterior entrances.
22. Clean janitor's closet.
23. Turn off designated lights.
24. Lock doors and set alarm as instructed.
25. Ice Machine(s), cleaned daily around doors, scoops and scoop holders.

#### **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. Wipe down leather chairs in Boardroom – Admin. Headquarters
5. 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 vents.
7. All baseboards will be damp cleaned.
8. Clean refrigerators at Engineering, Administrative and Red Banks break rooms.

## **II. RESILIENT TILE MAINTENANCE**

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

1. All VCT will be damp mopped nightly.
2. VCT in Administrative Headquarters will be "buffed" every Monday and Thursday.
3. Hallways, Training Room, Station 1 and Break room in Building "A" will be buffed every Monday and Thursday.
4. All other VCT in Building "A" will be buffed every two (2) weeks.
5. VCT in all locations will be completely stripped of wax and three (3) fresh coats applied and burnished in every four (4) months.

### **B. Vinyl Composition Tile (VCT) 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.
5. Annual carpet cleaning in carpeted areas.

## **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. Deodorizers units for urinals and bathrooms

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

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

#### **IV. FIRE EXTINGUISHERS, AEDS AND FIRST AID KITS INSPECTION**

In addition to the routine custodial duties identified elsewhere in this package, the successful bidder will also be responsible for the monthly inspection of approximately (65) fire extinguishers (FE) and (5) Automated External Defibrillators (AED) and (16) First Aid Kits (FAK) located at the following:

- (1) Administrative Headquarters
- (2) Express Office
- (3) Engineering Building
- (4) ) Building "A"
- (5) Meter Building
- (6) Stores
- (7) Garage
- (8) Load Mgt.
- (9) Water Resources
- (10) Transformer
- (11) Electric, Water, Sewer

Monthly inspections shall adhere to requirements specified in Exhibit D, which is subject to change as required by law, regulation, or manufacturer's recommendation.

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# Fire Extinguisher Inspections

If the extinguisher was not inspected the previous month then it should be noted as a safety concern on the inspection form. When the inspection is being performed within the same month the fire extinguisher expires, it should not be considered out-of-date or documented as a concern.

If an inspection is missed for a given month then the fire extinguisher must be changed out at Stores. When replacing a fire extinguisher, you must first check out the number of extinguishers you need from Stores then return the old ones. Do not leave a building without a fire extinguisher. Also, a fire extinguisher must be inspected when it is replaced. Tommy Gaylor will be changing out the fire extinguishers in November. Pay attention to the expiration date when you get a fire extinguisher because it could be getting ready to expire (12 months from the date punched).

## Located in designated place

- No obstructions
- Operating instructions
- Safety seals and tamper indicators
- Determine fullness
- Examination
- Check pressure gauge reading or indicator
- Condition of tires, wheels, carriage, hose, and nozzle checked (for wheeled units)
- HMIS label in place

# Monthly Inspections

- Open the *Powerheart™ AED* lid.
- Observe the change of the "status" indicator to **RED**.
- After less than 5 seconds, verify that the "status" indicator returns to **GREEN**.
- Observe the expiration date on the electrodes. Report expired electrodes to the Safety Office.
- Listen for voice prompts.
- Close lid and confirm the "status" indicator remains **GREEN**.

**GREENVILLE UTILITIES COMMISSION**

**PROPOSAL FORM**

**JUNE 18, 2014**

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the services listed below. The undersigned bidder further agrees, if this quote is accepted within sixty (60) days from the date of the opening, to furnish any or all of the services upon the quoted prices.

<b><u>DESCRIPTION</u></b>	<b><u>PRICE EACH</u></b>
Provide all cleaning equipment, chemicals, solutions, disinfectants and labor necessary to clean and maintain buildings:	
<b>(Five (5) times per week.)</b>	
(1) Administrative Headquarters – 37,200 sf.	\$ _____
(2) Express Office – 3,000 sf.	\$ _____
(3) Engineering Building – 22,845 sf.	\$ _____
(4) Building (A) – 11,300 sf.	\$ _____
(5) Meter Building – 8,820 sf.	\$ _____
(6) Stores (Bldg. E) – 3,849 sf.	\$ _____
(7) Garage (Bldg. D) – 900sf.	\$ _____
(8) Load Mgt. (Bldg. C) – 600 sf.	\$ _____
(9) Water Resources (Bldg. C) – 36 sf.	\$ _____
(10) Transformer (Bldg. B) – 1,200 sf.	\$ _____
(11) Electric, Water, Sewer (Bldg.) – 856 sf.	\$ _____
(12) Water Treatment Plants (Bldg. 1721 Water Way Road) – 12,540 sf.	\$ _____
(13) Wastewater Treatment Plant ( Bldg. 240, 230, 200) – 5,992 sf	\$ _____
<b>(One (1) Time Per Week)</b>	
(14) LNG Plant – 665 sf.	\$ _____
(15) Gardner Training Center – 2,120 sf.	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

**Method of Award:**

Locations(s) (1 -15) will be awarded as a total quote.

**Complete and Check All Math:** It is the responsibility of the Bidder to extend bid rates and supply a total for all location(s).

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**WWTP Cleaning Schedule And Map**

Greenville WasteWater Treatment Plant						
AREA						
Administration Bldg						
	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						
<b>ENTRANCES</b>	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annually
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
Bldg 220 <i>Filter Bed</i>						
Dust walls		X				
Sweep Floor		X				
Clean glass			X			

Greenville WasteWater Treatment plant						
AREA	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annual
<b>Labs (Admin Bldg)</b>						
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						
AREA'S	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annual
<b>Housekeeping Storage Room</b>						
Clean	X					
<b>Shower Room</b>						
Sweep	X					
Mop	X					
Disinfect	X					
<b>BreakRoom</b>						
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					
<b>Bldg 250</b>						
Sweep Floor		X				
Dust walls		X				
Clean Glass			X			
<b>Maintenance Office</b>						
Same as page ONE						
Utility Sink	X					
Sweep concrete	X					
Dust mop/Wet mop tile	X					
Remove trash	X					
Clean locker room	X					







**Letter of Compliance to E-Verify for Greenville Utilities Commission**

1. I have submitted a bid 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 bid 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 twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid 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 twenty-five (25) employees in the State of North Carolina.  
Specify subcontractor: \_\_\_\_\_

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

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

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

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

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

It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same above listed items. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$       n/a       or bid bond for \$       n/a       attached.

Firm Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

Authorized Official \_\_\_\_\_ Title \_\_\_\_\_

Typed Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**NO QUOTES CONSIDERED UNLESS SUBMITTED ON THIS FORM**

**(RETURN ONLY THIS FORM)**

**Three (3) copies of your proposal should be received no later than  
June 18, 2014 at 2:00 PM (EDST).**



MEMORANDUM


TO: All Employees  
DATE: August 23, 2013  
SUBJECT: 2014 HOLIDAY SCHEDULE

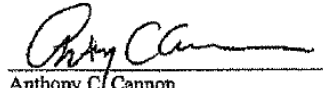
The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2014:

New Year's	Wednesday, January 1, 2014
Martin Luther King, Jr. Day	Monday, January 20, 2014
Good Friday	Friday, April 18, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Veterans Day	Tuesday, November 11, 2014
Thanksgiving	Thursday, November 27, 2014 Friday, November 28, 2014
Christmas	Wednesday, December 24, 2014 Thursday, December 25, 2014    Friday, December 26, 2014
New Year's (2015)	Thursday, January 1, 2015

This information is being provided now in order to allow you to make personal plans for the use of the holidays.

dr

  
Barbara Lipscomb  
City Manager

  
Anthony Cannon  
GUC General Manager/CEO

## SECTION III

### TERMS AND CONDITIONS

This Custodial Maintenance Services Agreement, made and entered into on this the \_\_\_ day of \_\_\_\_\_ 2014 by and between GREENVILLE UTILITIES COMMISSION (GUC) 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 corporation organized and existing under and by virtue of the laws of the State of North Carolina, with one of its principal offices and places of business at \_\_\_\_\_, hereinafter referred to as "PROVIDER";

#### **1.0 PERFORMANCE**

Provider's performances under this Agreement shall be in accordance with the terms of this Agreement.

#### **2.0 SERVICES**

During the term of this Agreement, Provider, as an independent Contractor, agrees to perform the services set forth on the attached Exhibit "A," which are incorporated into this Agreement.

#### **3.0 COMPENSATION**

GUC shall pay Provider for the services described in Exhibit "A" the compensation set forth on the attached Exhibit "B," which are incorporated into this Agreement. Any pricing change must be completed by an approved change order, signed by authorized signatories of Provider and GUC, as set forth on the attached Exhibit "C," which are incorporated into this Agreement.

#### **4.0 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 by Provider as a separate item on the invoice.

#### **5.0 INVOICES**

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

#### **6.0 PAYMENT TERMS**

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

## **7.0 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.

## **8.0 SAMPLES**

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned to Provider at Provider's expense. Requests 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.

## **9.0 SPECIFICATIONS**

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

## **10.0 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 GUC's actual needs.

## **11.0 AWARD OF CONTRACT; CONTRACT PERIOD**

As directed by State 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 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.

It is the intent of Greenville Utilities Commission (GUC) to enter into a multi-year contract at the time the contract is awarded by GUC to the successful bidder for a total contract period not to exceed five (5) years. **Prices shall remain fixed during the first year** with option for annual extensions at the same or negotiated prices for up to four (4) additional year(s) if market and service conditions so warrant and prove to be in the best interest of GUC.

## **12.0 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.

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 condition(s) of this order(s) / services cannot be modified except by amendment in the form of "Amended Purchase Order," which has been expressly approved by an authorized signatory of GUC.

In the event of a Provider's failure to deliver or perform services as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights, Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may charge Provider with all reasonable and direct expenses resulting from such failure to deliver or perform services; provided, after written notice, Provider is afforded an opportunity to commence cure within thirty (30) days prior to GUC enacting said remedies.

### **13.0 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.

### **14.0 GOVERNMENT RESTRICTIONS**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, 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 GUC 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 to discretion of GUC, to cancel the contract.

## **15.0 INSURANCE**

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

**15.1.1 Workers' Compensation:** 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 \$1,000,000.00 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

**15.1.2 General Liability:** Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000.00 per occurrence.

**15.1.3 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 \$1,000,000.00 per accident.

**15.2 Requirements:** Providing and maintaining adequate insurance coverage is a material obligation of 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. 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 Provider shall not be interpreted as limiting 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.

## **16.0 PATENTS AND COPYRIGHTS, INDEMNITY**

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 U.S. copyrighted articles or any patented or unpatented invention, device, or appliance manufactured or used in the performance of this contract, or for any other violation of intellectual property law rights.

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 reasonable 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 Provider or from the use of combination of products provided by Provider with products provided by GUC or by others; and (5) should such product(s) become, or in Provider's opinion be 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 become non-infringing and performs in a substantially similar manner to the original product.

#### **17.0 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 Provider's proposal.

#### **18.0 CONFIDENTIAL INFORMATION**

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

#### **19.0 ASSIGNMENT**

No assignment of Provider's obligations or Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, which shall not be unreasonably withheld; provided, however, upon written request approved by GUC, solely as a convenience to Provider, GUC may:

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

#### **20.0 ACCESS TO PERSON AND RECORDS**

GUC shall have reasonable access to persons and records of Provider pertaining to this order.

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

On reasonable written notice, 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.

## **22.0 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.

## **23.0 GOVERNING LAWS; 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 of this contract shall be determined and construed.

## **24.0 ADMINISTRATIVE CODE**

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

## **25.0 EXECUTION**

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

## **26.0 CLARIFICATIONS/INTERPRETATIONS**

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Purchasing Technician. 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 a duly authorized signatory of Provider and GUC.

## **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. Parties shall have thirty (30) days after signed and acknowledged receipt of said letter to commence cure prior to terminating for just cause. 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 material provisions of these 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 AFFIRMATIVE ACTIVE; NONDISCRIMINATION**

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.

## **29.0 DELIVERY**

Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs. Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 801 Mumford Road, 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. GUC shall visually inspect equipment and materials within ten (10) days of delivery for damage and specified components. Goods found nonconforming shall be remedied pursuant to the Warranty Provision. Delivery hours are between 8:00 a.m. and 4:30 p.m. Monday through 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.

## **30.0 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 Third Party claims, actions, costs, expenses, including reasonable attorney fees, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to third party tangible property arising out of the negligent 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 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 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.

## **31.0 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 the Agreement.

## **32.0 WARRANTY(IES), Limited Warranty**

(a) Limited Product Warranty Statements: For each Product purchased from Provider or an authorized reseller, Provider makes the following limited warranties: (i) the Product is free from defects in material and workmanship; (ii) the Product materially conforms to Provider's specifications that are attached to, or expressly incorporated by reference into, these terms; (iii) at the time of delivery, Provider has title to the Product free and clear of liens and encumbrances; and (iv) for professional services performed by Provider hereunder, Provider warrants the services will be performed in accordance with generally accepted professional

standards (collectively, the "Limited Warranties"). The Limited Warranties set forth herein does not apply to any software furnished by Provider. If software is furnished by Provider, then the attached Software License Addendum shall apply.

(b) Conditions to the Limited Warranties: The Limited Warranties are conditioned on: (i) GUC storing, installing, operating, and maintaining the Product in accordance with Provider's instructions; (ii) no repairs, modifications, or alterations being made to the product other than by Provider or its authorized representatives; (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms; (iv) GUC discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product; (v) GUC providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Provider's discretion, GUC either removing and shipping the Product or non-conforming part thereof to Provider, at GUC's expense, or GUC granting Provider access to the Products at all reasonable times and locations to assess the warranty claims; and (vii) GUC not being in default of any payment obligation to Provider under these terms.

(c) Exclusions from Limited Warranty Coverage: The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Provider or not bearing its nameplate. To the extent permitted, Provider hereby assigns any warranties made to Provider for such equipment. Provider shall have no liability to GUC under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and provided to GUC "as is" with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses, light bulbs, and lamps.

(d) Limited Warranty Period: GUC shall have twelve (12) months from initial operation of the Product, or eighteen (18) months from shipment, whichever occurs first (or in the case of services, twelve (12) months from the completion of services), to provide Provider with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of GUC, unless GUC has previously provided Provider with notice of a breach of the Limited Warranties.

(e) Remedies for Breach of Limited Warranty: GUC's sole and exclusive remedies for any breach of the Limited Warranties are limited to Provider's choice of repair or replacement of the Product, or non-conforming parts thereof, re-performance of the services, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product or re-performed services shall be for twelve (12) months from repair or replacement. However, the warranty period for repair and replacement of Product shall not exceed one (1) year from expiration of the Original Warranty. Unless otherwise agreed to in writing by Provider: (i) GUC shall be responsible for any labor required to gain access to the Product so that Provider can assess the available remedies; and (ii) GUC will be responsible for providing Provider with working access to the Products, including the removal, disassembly, replacement, or reinstallation of any equipment, materials, or structures to the extent necessary to permit Provider to perform its warranty obligations, or transportation costs to and from the Provider factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. All exchanged Products replaced under this Limited Warranty will become the property of Provider.

(f) Transferability: The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE PROVIDER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH BELOW. PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

### **33.0 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.

### **34.0 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.

### **35.0 NOTICES**

Cleve Haddock, Buyer II  
Purchasing Department  
Greenville Utilities Commission  
401 South Greene Street  
Greenville, NC 27834

Greg Roberson  
Building and Grounds Maintenance Supervisor  
Greenville Utilities Commission  
P.O. Box 1847  
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: \_\_\_\_\_  
Anthony C. Cannon

Title: General Manager/CEO  
(Authorized Signatory)

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

Attest: \_\_\_\_\_

Name (Print): Amy Carson Quinn

Title: Executive Secretary

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

(OFFICIAL SEAL)

COMPANY NAME:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Authorized Signatory)

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

Attest: \_\_\_\_\_

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

Title: Corporate Secretary

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

(CORP. SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Jeff W. McCauley

Title: Chief Financial Officer

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

APPROVED AS TO FORM AND LEGAL CONTENT:

By: \_\_\_\_\_  
Phillip R. Dixon

Title: Commission Attorney

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