



Creative Regional Solutions Since 1968

WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

Invitation for Bid

Grounds Maintenance 18-19 – Hickory, NC

Date of Issue: June 6, 2018

Bid Submission Deadline:

June 21, 2018 at 5:00 PM ET

Direct all inquiries concerning this IFB to:

Ashley Bolick

Director of Administrative

Services & Human Resources

Email: ashley.bolick@wpcog.org

Phone: 828-485-4221

**WESTERN PIEDMONT
COUNCIL OF GOVERNMENTS**

Invitation for Bids

Grounds

Maintenance

7/1/2018 – 6/30/2019

For agency processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

| | | |
|--|---|--|
| Refer <u>ALL</u> Inquiries regarding this IFB to: ASHLEY BOLICK | Invitation for Bids Grounds Maintenance 18-19 | |
| | Bids submission Deadline: June 21, 2018 at 5:00 PM EST | |
| | Contract Type: Term Contract | |
| | Description: Grounds Maintenance/Land Care Services | |
| | | |

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the WPCOG, or from any person seeking to do business with the WPCOG. By execution of this bid response to the IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

| | | |
|---|-------------------|--------------------|
| VENDOR: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | FAX NUMBER: | |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: | EMAIL: |

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the WPCOG, an authorized representative of WPCOG shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

| |
|---|
| <p><u>FOR WPCOG USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p>(Authorized Representative of Western Piedmont Council of Governments).</p> |
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1.0 PURPOSE AND BACKGROUND

The purpose of the Invitation for Bids (IFB) is to solicit bids and award a contract for weekly Grounds Maintenance Services for the Western Piedmont Council of Governments (WPCOG).

Western Piedmont Council of Governments is seeking weekly Grounds Maintenance Services for their office, located at 1880 2nd Ave NW, Hickory, NC 28601, in full compliance with the specifications of the solicitation for the period of July 1, 2018 through June 30, 2019, with two one-year option. There shall be no more than seven (7) days between services. The services will consist of all-inclusive services including all necessary labor, supervision, materials, supplies, equipment and any other applicable services needed to keep the grounds of the facility clean and proper order.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 IFB SCHEDULE

The table below shows the intended schedule for this IFB. The Contract Lead will make every effort to adhere to this schedule.

| Action | Responsibility | Date and Time |
|---------------------------------|----------------|-------------------------------|
| Issue IFB | WPCOG | June 6, 2018 at 9:00 AM EST |
| Hold Pre-bid Meeting/Site Visit | WPCOG | June 15, 2018 at 10:00 AM EST |
| Submit Written Questions | Vendors | June 18, 2018 by 5:00 PM EST |
| Provide Responses to Questions | WPCOG | June 20, 2018 by 5:00 PM EST |
| Submit Bids | Vendors | June 21, 2018 by 5:00 PM EST |
| Award Contract | WPCOG | June 26, 2018 |

Mandatory Site Visit

Date: **Friday, June 15, 2018**
 Time: **10:00 AM Eastern Time**
 Contact #: 828-485-4221

Instructions: It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on June 15, 2018. Attendees shall meet promptly at 10:00 AM Eastern Time at 1880 2nd Ave NW, Hickory, NC 28601. All attendees shall sign in upon arrival. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED. Late arrivals may be excluded from the meeting room until all on-time attendees have completed sign-in and the sign-in sheet secured. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced.

The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Invitation for Bids. Vendors shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this bid.

Vendor: _____

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

2.3 BID QUESTIONS

Purpose: Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Instructions: Written questions shall be emailed to ashley.bolick@wpcog.org by the date and time specified above. Vendors will enter "Ground Maintenance 18-19 Bid Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

| Reference | Vendor Question |
|--------------------------|---------------------|
| IFB Section, Page Number | Vendor question...? |

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

2.4 BID SUBMITTAL

Instructions: Bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.5 BID CONTENTS for details on required content of submitted bids.

| MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE | OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER |
|---|---|
| Attn: Ashley Bolick Western Piedmont Council of Governments 1880 2 nd Ave. NW Hickory, NC 28601 | Attn: Ashley Bolick Western Piedmont Council of Governments 1880 2 nd Ave. NW Hickory, NC 28601 |

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed bid physically in this Office by the specified time and date listed above, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated.

Vendor: _____

Vendors shall deliver one **(1) signed, original executed** bid response to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this Invitation for Bids will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the WPCOG's IPS website for any Addenda that may be issued prior to the bid deadline date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.5 BID CONTENTS

For each of Vendor's bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB (pages 1-12) and signed receipt pages of any addenda released in conjunction with this IFB, (if required to be returned).
- b) Completed version of ATTACHMENT A: PRICING FORM (page 13)
- c) Completed version of ATTACHMENT B: VENDOR QUESTIONNAIRE/REFERENCES (page 14)
- d) Completed version of ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY VENDOR (page 15)
- e) ATTACHMENT D: INSTRUCTIONS TO VENDORS (pages 16-17)
- f) ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (pages 18-21)
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION (page 22)
- h) Certificate of Insurance: Worker's Compensation, Commercial General Liability, Automobile

2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the WPCOG or Other Eligible Entity that places an order with the Vendor.
- d) **CONTRACT LEAD:** Representative of WPCOG who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the WPCOG and who will administer the contract for the WPCOG.
- e) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- f) **IFB:** Invitation for Bids.
- g) **LOT:** A grouping of similar products within an IFB.
- h) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- j) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting

Vendor: _____

a response to an Invitation for Bids.

k) **WPCOG:** Western Piedmont Council of Governments

2.7 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the WPCOG's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those shall be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. If the WPCOG determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The WPCOG may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the WPCOG rejects and will not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's bid document. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation.

Vendor's bid shall constitute a firm offer. **By execution and delivery of a bid in response to this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.3, about whether specific language proposed as a modification is acceptable to or will be considered by the WPCOG. Identification of objections or exceptions to the WPCOG's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the WPCOG may exercise its discretion not to consider any and all proposed modifications a Vendor may request and may accept Vendor's bid under the terms and conditions in this IFB.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on lowest responsive bid meeting specifications, as determined by a consideration of:

- 1) Price
- 2) General reputation and performance capabilities of bidder
- 3) Conformity with the intent of specifications herein
- 4) Conformity with terms and conditions of this Invitation for Bid
- 5) References
- 6) Years of Experience

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

The WPCOG reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head), or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the WPCOG's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the WPCOG would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The WPCOG shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB.

- a) Bids are requested for the services as specified. The WPCOG reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
- b) Bids will be received from each responsive Vendor in a sealed envelope or package.
- c) All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.
- d) The WPCOG shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB.
- e) For all responses that pass the initial review process, the WPCOG will review and assess the Vendors' pricing. The WPCOG may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the WPCOG is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
- f) Bids will be evaluated, based on the award criteria identified in Section 3.2 METHOD OF AWARD.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the WPCOG reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the WPCOG.

The WPCOG reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the WPCOG, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the WPCOG will make award(s) based on the evaluation and notify vendors via email of the award(s). Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the WPCOG.

3.4 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the WPCOG to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

4.1 IRAN DIVESTMENT ACT

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the WPCOG.

4.2 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the first of the month following Contract award, or July 1, 2018, whichever is later (the “Effective Date”). At the end of the Contract’s current term, the WPCOG shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The WPCOG will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition, the WPCOG reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.3 PRICING

Bid price shall constitute the total cost to WPCOG to perform all services requested, including the costs of supplies, equipment, transportation, administrative overhead and other similar costs/fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include with Bid.

4.4 PERFORMANCE

The Vendor’s attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on the Western Piedmont Council of Governments services as well as the safety and convenience of the public is the essence of the service.

4.5 PERSONNEL REQUIREMENTS

During performance of the contract, the Vendor shall provide qualified and trained personnel capable to satisfy all the requirements of this contract. The Vendor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions.

The WPCOG reserves the right to require the Vendor to replace any employee who displays unacceptable personal conduct, displays unsatisfactory job performance or is a potential threat to the safety of the WPCOG staff members. Unacceptable personal conduct includes, but is not limited to, conduct which constitutes a violation of state or federal law or conduct which is inconsistent with the job requirements of this contract.

4.6 REFERENCES

Vendors shall provide at least three (3) references on which your company has provided services of substantially the same size and scope to those solicited herein. Vendors shall provide the required reference information on ATTACHMENT B: VENDOR QUESTIONNAIRE/REFERENCES. The WPCOG may contact these users to determine the services provided are substantially similar to those bid herein and Vendor's performance has been satisfactory. Such information will be considered in the evaluation of the bid.

4.7 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The WPCOG is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the WPCOG within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.8 FULFILLMENT

If through any cause, the Vendor shall fail to fulfill in timely and proper manner the obligations under this Agreement, the WPCOG shall thereupon have the right to terminate this Agreement by giving ten (10) days written notice to the Vendor of such termination and specifying the reason and the effective date thereof. Vendor shall not commence any new work after receiving notice of termination, and shall be entitled to compensation only for work completed or in progress at that time. Notwithstanding, the Contractor shall not be relieved of liability to the WPCOG for damages sustained by the Vendor by virtue of any breach of this Agreement. The WPCOG may withhold any payment due to the Vendor for disputed items until such time as the dispute is resolved.

4.9 INVOICES

Vendor shall invoice WPCOG monthly. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each month of service. Invoices shall include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Invoice Number, Customer Account Number, Service Date(s), Item Descriptions, Price, Quantity, and Unit of Measure.

All Invoices must be mailed to: Western Piedmont Council of Governments
Attn: Amanda Wallace
1880 2nd Ave NW Hickory,
NC 28601

Or emailed to: amanda.wallace@wpcog.org

4.10 CERTIFICATE OF INSURANCE

Vendor shall provide a Certificate of Insurance with their proposal. (See page 20, Insurance Coverage)

4.11 VENDOR REPRESENTATIONS

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

Vendor: _____

- by third party subcontractor(s).
- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

The following Ground Maintenance tasks are requested by the Western Piedmont Council of Governments for the facility located at 1880 2nd Ave NW, Hickory, NC 28601.

I. Maintenance Tasks

- a. Mowing – All turf areas will be mowed on a weekly basis during the growing season to provide a neat uniform appearance. Excessive clippings shall be removed. Areas not accessible by mowers shall be trimmed mechanically to maintain a neat appearance.
- b. Retention Pond – The retention pond should be cleared of any trees growing within. The interior bank should be pushed mowed or trimmed mechanically every two weeks during the growing season to maintain a neat appearance and once a month or as needed during the winter season. The exterior bank should be mowed or trimmed mechanically every week during the growing season and once a month or as needed during the winter season.
- c. 2nd Ave Trimming – The weeds growing along the 2nd Avenue sidewalk from the Town of Long View sign to the corner of 2nd Ave & 19th St NW should be trimmed mechanically every two weeks during the growing season to maintain a neat appearance and once a month or as needed during the winter season.
- d. Edging – All walks and curbs will be edged and debris blown off weekly during the mowing season. In addition, all beds need to be edged annually.
- e. Litter – All litter on the general grounds and in the shrub beds shall be policed weekly.
- f. Leaf Removal – Leaves shall be removed from the shrub beds and grounds weekly throughout fall and again in March.
- g. Shrub and Small Tree Maintenance Pruning – All shrubs and small trees will be late each winter and again mid-summer. Shrubs will be pruned for removal of dead material, natural shaping and any corrective measures. Contractor is responsible for disposal of leaves, turf clippings and shrub pruning.
- h. Weed Control – All shrub beds shall be maintained free of weeds. A minimum of five applications shall be made during the growing season. All sidewalks cracks will be sprayed to kill weeds growing in them. All herbicides used will be applied by or under the supervision of a North Carolina Certified Pesticide Applicator in accordance with label use and approved industry practice. Weed killer shall be applied to the grass turf areas at least twice during the growing season. This can be accomplished when applying fertilizer or can be applied using a spray.
- i. Winter Maintenance – December through March the property sidewalks and parking area will be blown and sticks and litter removed every week. The turf shall be mowed once a month, if needed to maintain a neat appearance.

Vendor: _____

- j. Sprinkler System – The sprinkler system will be de-winterized and set during the summer and winterized during winter.

II. Turf Management

- a. All turf grass shall receive a fall fertilization application, a winter fertilization, an early spring application of pre-emergent/fertilizer and summer application using the seasonally appropriate combinations of nitrogen, phosphate, and potash. Applications must follow the fertilizer manufacturer’s recommended application rates to achieve a healthy and lush lawn. Over seeding, bare spot repairs, and aeration shall be completed in the fall.

5.2 AS NEEDED SERVICES

Not to be combined or made part of normal grounds maintenance contract/agreement. These services are to be bid separate from previous section (Maintenance Task and Turf Management).

- a. Snow Removal – Removal of snow from sidewalks and parking lot. Salt may be used on asphalt surfaces but a concrete safe ice melt material must be used on sidewalks and other concrete areas.
- b. Adjacent Lot Bush-hogging – Occasional bush-hogging of adjacent lot.

5.3 STORAGE

Storage for Vendor equipment, and supplies will not be available at the service location.

5.4 UTILITIES

The WPCOG will provide the Vendor with all normal utilities necessary for performing the Grounds Maintenance (electricity, lights, water, etc.).

5.5 DEVIATIONS

The nature of all deviations from the *Specifications/Requirements* listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications/Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the WPCOG that any deviation will be acceptable.

Attachments to this IFB begin on the next page.

Vendor: _____

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: Vendor's shall provide a Firm Fixed Price Per Month to perform the services/tasks outlined in **Section 5.1 (Maintenance Tasks and Turf Management)**. The price provided shall be all inclusive of labor, supplies, equipment, transportation, administrative overhead and other associated costs/fees.

| COST PER MONTH | COST PER YEAR (12 Months) |
|----------------|------------------------------|
| \$ | \$ |

AS NEEDED SERVICES: Snow Removal Vendor's shall provide a Firm Fixed Price per use or need of service/tasks outlined in **Section 5.2 (As Needed Services/Snow Removal)**. The price provided shall be all inclusive of labor, supplies, equipment, transportation, administrative overhead and other associated costs/fees.

| COST PER OCCASION | |
|-------------------|--|
| \$ | |

AS NEEDED SERVICES: Bush-Hogging Vendor's shall provide a Firm Fixed Price per use or need of service/tasks outlined in **Section 5.2 (As Needed Services/Adjacent Lot Bush-Hogging)**. The price provided shall be all inclusive of labor, supplies, equipment, transportation, administrative overhead and other associated costs/fees.

| COST PER OCCASION | |
|-------------------|--|
| \$ | |

ATTACHMENT B: VENDOR QUESTIONNAIRE / REFERENCES

1) Vendor agrees to provide the services as scheduled in Section 5.1 GENERAL SPECIFICATIONS?

YES NO

If NO, please provide your proposed schedule below:

2) Vendor agrees to provide optional ad hoc (on-call) services in the event emergency services are needed outside of normal scheduled service hours? YES NO

If so, please provide an emergency contact number and the hourly rate to be charged to the WPCOG for ad hoc services.

Emergency Contact Number: _____ Hourly Rate: \$_____

3) How long (in years) has the Vendor provided grounds maintenance of similar size and scope? _____ Years

4) REFERENCES

Vendor **must** provide a minimum of three (3) references for whom you have performed similar services as described herein. Include the name of the firm, a contact person, length of time Vendor provided services, address, e-mail address and telephone number: **Note:** E-mail addresses must be valid. Failure to provide a valid email may subject the Vendor's bid to rejection.

1) Firm/Company Name: _____ Years of Service: _____

Contact Name: _____

Address: _____

Phone number: _____ Email address: _____

2) Firm/Company Name: _____ Years of Service: _____

Contact Name: _____

Address: _____

Phone number: _____ Email address: _____

3) Firm/Company Name: _____ Years of Service: _____

Contact Name: _____

Address: _____

Phone number: _____ Email address: _____

ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The WPCOG will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? YES NO

If the Vendor answered "YES" above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United WPCOGs where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the WPCOG, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States. YES NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the WPCOG of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

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ATTACHMENT D: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The WPCOG reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** WPCOG reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the WPCOG, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the WPCOG.
5. **EXECUTION:** Failure to sign the Execution page (page 1 of the IFB) in the indicated space will render bid non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT D: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the WPCOG to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the WPCOG invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
10. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the WPCOG will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication.

Vendor: _____

Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

11. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the WPCOG concerning the solicitation, during the evaluation of the bids (i.e., after the opening of the bids and before the award of the Contract), unless the WPCOG directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the WPCOG, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
12. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request shall be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the WPCOG.
13. **INFORMAL COMMENTS:** The WPCOG shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the WPCOG during the competitive process or after award. The WPCOG is bound only by information provided in this IFB and in formal Addenda issued through IPS.
14. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the WPCOG will not reimburse any Vendor for any costs incurred prior to award.
15. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
16. **INSPECTION AT VENDOR'S SITE:** The WPCOG reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the WPCOG determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the WPCOG shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the WPCOG, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the WPCOG for damages sustained by the WPCOG by virtue of any breach of this contract, and the WPCOG may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the WPCOG from such breach can be determined. The WPCOG reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the WPCOG.

In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the WPCOG may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with the WPCOG.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. The WPCOG reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the WPCOG that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment

Vendor: _____

may be processed immediately by the Vendor.

8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
10. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate WPCOG inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, shall comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the WPCOG as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the WPCOG Quality Acceptance Inspection. The requirements of this paragraph 10 shall not be waived by contract award or otherwise by the purchasing agency.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the WPCOG, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
12. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the WPCOG may terminate this contract at any time by providing thirty (30) days' notice in writing from the WPCOG to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the WPCOG, become its property. If the contract is terminated by the WPCOG as provided in this section, the WPCOG shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.
13. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the WPCOG as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the WPCOG is willing to act as a reference by providing factual information directly to other prospective customers.
14. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the WPCOG Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
15. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the WPCOG may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and

Vendor: _____

- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the WPCOG to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the WPCOG may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

16. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

- 17. **GENERAL INDEMNITY:** The Vendor shall hold and save the WPCOG, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the WPCOG has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the WPCOG's agents who are involved in the delivery or processing of Vendor goods to the WPCOG. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

- 18. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- 19. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or WPCOG statutes of limitation.

- 20. **AMENDMENTS:** This contract may be amended only by a written amendment duly executed by the WPCOG and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a

Vendor: _____

contract awarded through that office.

- 21. **WAIVER**: The failure to enforce or the waiver by the WPCOG of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

- 22. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 23. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the WPCOG under applicable law.

This Space is Intentionally Left Blank

Vendor: _____

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

Vendor: _____

ATTACHMENT G: HOLIDAY SCHEDULE

| 2018/2019 WPCOG Holiday Schedule | | |
|---|---------------------------|-------------------------|
| Holiday | Date | Day of the Week |
| Independence Day | July 4, 2018 | Wednesday |
| Labor Day | September 3, 2018 | Monday |
| Thanksgiving | November 22, 23, 2018 | Thursday, Friday |
| Christmas | December 24, 25, 26, 2018 | Monday, Tuesday, Friday |
| New Year's Day | January 1, 2019 | Tuesday |
| Martin Luther King Jr. Day | January 21, 2019 | Monday |
| Good Friday | April 19, 2019 | Friday |
| Memorial Day | May 27, 2019 | Monday |

ATTACHMENT H: GIS PHOTO OF WPCOG PROPERTY

