

Solicitation IFB No. 30-0037-12

Bidder/Offeror: _____

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.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.

STATE OF NORTH CAROLINA Department of Health and Human Services Office of Procurement & Contract Services	INVITATION FOR BIDS NO. 30-0037-12
	Bids will be publicly opened: September 30, 2011 Issue Date: September 16, 2011
	Contract Type: Agency Specific Term Contract
Refer ALL Inquiries to: Lisa Campbell Telephone No. 919-855-4088	Commodity: Janitorial Services – Harnett County Mandatory Site Visit: September 23, 2011 10:00AM
E-Mail: Lisa.Campbell@dhhs.nc.gov	Using Agency Name: DHHS/Division of Public Health
(See page 2 for mailing instructions.)	Agency Requisition No. PR11127696

NOTICE TO OFFEROR

Sealed Bids, subject to the conditions made a part hereof, will be received at this office **DHHS Office of Procurement & Contract Services, 801 Ruggles Drive, Hoey Building, Raleigh, NC 27603 until 2:00 PM** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this Bid is submitted competitively and without collusion, that none of our 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 we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:.		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE GENERAL INFORMATION ON SUBMITTING BID ITEM #18):		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, 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.		
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 60 days from date of bid opening unless otherwise stated here: ____ days (See General Information on Submitting Bids, Item 7). Prompt Payment Discount: _____ % _____ days (See General Information on Submitting Bids, Item 19).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Department of Health and Human Services shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<u>FOR DEPARTMENT OF HEALTH AND HUMAN SERVICES USE ONLY</u> Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of Department of Health & Human Services).

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: It is the responsibility of the vendor to have the bid in this office by the specified time and date of opening.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
BID NO. 30-0037-12 OFFICE OF PROCUREMENT & CONTRACT SVCS ATTN: LISA CAMPBELL 2008 Mail Service Center Raleigh, NC 27699-2008	BID NO. 30-0037-12 OFFICE OF PROCUREMENT & CONTRACT SVCS ATTN: LISA CAMPBELL 801 Ruggles Drive, Hoey Building Raleigh, NC 27603

TABULATIONS: The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet and requests for these verbally or in writing cannot be honored.

ADDENDUM TO IFB: If a pre-bid conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us/ips/deptbids.asp>, and shall become an Addendum to this IFB. Vendors' questions posed orally at any pre-bid conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer.

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SECTION 1: IFB SCHEDULE

Site Visit

Due Date: September 23, 2011

Time: 10:00 AM Eastern Time

Address: 1231 North Main Street, Lillington, NC

Instructions: It shall be **MANDATORY** that each offeror representative be present for a pre-bid site visit on **Friday, September 23, 2011**. Attendees are to meet promptly at **10:00 AM**. All attendees must sign in at this time. **Vendors arriving after the appointed start time will not be allowed to participate in the bid solicitation process.** The purpose of this visit is for all prospective offeror(s) to acquaint themselves with the conditions and requirements of the task to be performed. Attendees will be apprised of all conditions of installation and should take any necessary measurements. **Offeror(s) shall stay for the duration of the site visit.** No allowances will be made for unreported conditions which a prudent offeror would recognize as affecting the work called for or implied by this bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN REJECTION OF YOUR BID.** Offeror(s) are to report to Lisa Campbell, DHHS Purchasing Agent (919) 855-4088 or Lisa.Campbell@dhhs.nc.gov any unspecified conditions that are recognized and would affect the scope of work required in this IFB during the conference.

In order to confirm your attendance at scheduled site visit, contact Heather Jackson at Heather.Jackson@dhhs.nc.gov or 910-295-3133 x 240.

Offeror is cautioned that any information released to attendees during site visit, other than that involving the physical aspects of the facility referenced herein, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bids, must be confirmed by written addendum issued by the DHHS Office of Procurement & Contract Services before it can be considered to be a part of this Invitation for Bids document. Offeror bidding otherwise does so at his own risk.

Submission of an offer shall constitute sufficient evidence of this compliance and no allowances will be made for unreported conditions which a prudent offeror would recognize as affecting the performance of work called for or implied by the Invitation for Bids.

It is the offeror's responsibility to assure that all amendments or addenda have been reviewed, signed and returned by required closing date, if required.

Bid Questions

Due Date: September 26, 2011

Time: 2:00 PM Eastern Time

Address: 801 Ruggles Drive, Hoey Building, Raleigh, NC 27603

Instructions: Written questions will be received at Lisa.Campbell@dhhs.nc.gov until date and time specified above (within 24 hours of the initial site visit). Please enter "**Questions Bid # 30-0037-12**" as the subject for the email. The State will prepare responses to all written questions submitted, and post an addendum to the Interactive Purchasing System (IPS) <http://www.ips.state.nc.us/ips/pubmain.asp>. The State is not bound by oral answers.

Vendor contact regarding this IFB with anyone other than Lisa Campbell may be grounds for rejection of said Vendor's offer. Agency contact regarding this IFB with any Vendor may be grounds for cancellation of this IFB.

Bid Submittal

Due Date: September 30, 2011
Time: 2:00 PM Eastern Time
Mail Address: See page 2

Instructions: All bids must be sealed and are subject to the conditions of this IFB. Indicate firm name and IFB number on the front of the sealed envelope or package. Include **one (1) original** executed bid and **one (1) copy**. Each original bid must be signed and dated in ink, by an official authorized to bind the company. The Vendor, by making an offer, expressly represents that the specifications herein have been read and understood, and that the offer complies with all aspects. Any change that is received after the bid opening, and that is not specifically solicited by the State, shall be rejected.

FIRM BID: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

SECTION 2: INTENT, USE, DURATION AND SCOPE

The purpose of this Invitation for Bids (IFB) is to obtain pricing for and select a Vendor to provide **Janitorial Services for the Division of Public Health**. Bidding will be in accordance with the terms and conditions of this IFB and any addenda thereto.

USER: DHHS/Division of Public Health Sandhills CDSA – Lillington Office, Lillington, NC

The State reserves the right to waive any minor informality of technicality in bids received.

RECYCLED CONTENT:

If the products offered herein contain any recycled content, indicate the material and content percentage:

Material _____ Percentage %: _____

If the packaging contains any recycled content, indicate here the material and content percentage:

Material _____ Percentage %: _____

LIABILITY: The Contractor shall assume liability for the wrongful act(s) and/or negligence of its employees while they are on the Contracting Agency's premises. The Contractor or his insurer shall reimburse the Contracting Agency or the landlord (which ever the case may be) for such damages or loss within 30 days after a claim is submitted.

PERFORMANCE, DEFAULT AND PENALTIES: A performance bond or other suitable performance guarantee may be required from the successful Offeror as provided by law and without expense to the Contracting Agency. In case of default by the Contractor, the Contracting Agency may secure the services from other sources and hold the Contractor responsible for excess cost occasioned through the default.

DEFAULT: Failure to satisfactorily perform the services required by the contract will be grounds for the Contracting Agency to declare the Contractor in default.

SUBCONTRACTING: Refer to Item 12 (Subcontracting) page 12, under General Information on Submitting Bids. Offeror is to supply this information on a separate sheet and attach to the bid.

SCOPE/CONTRACT PERIOD: Effective date of the contract is estimated to begin October 1, 2011 and continue through September 30, 2012. If it is determined to be in the best interest of the State, such contract may be extended for an additional two (2) years in one (1) one year increments under the same pricing, terms and conditions, and specifications. Offeror history and performance will be considered during the evaluation of this bid and will impact the initial award and or contract extension.

INVOICES AND PAYMENTS: The Contractor shall invoice monthly for services provided. DHHS will make payment within thirty (30) calendar days from receipt of invoices upon approval by the Director.

FULFILLMENT: If through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Agreement, the Department of Health and Human Services shall thereupon have the right to terminate this Agreement by giving 30 days written notice to the Contractor of such termination and specifying the reason and the effective date thereof. Contractor 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 Department for damages sustained by the Department by virtue of any breach of this agreement. The Department may withhold any payment due the Contractor for disputed items until such time as the dispute is resolved.)

SECTION 3: VENDOR OFFER

Bids must be submitted on this form. Bids submitted in any other format may be subject to rejection. If additional sheets are required (for example, Vendors who are offering alternate Bids); the Vendor should submit a separate bid document. Any **alternate Bids** must be clearly marked as such with the phrase "alternate bid for 'name of' Vendor" and numbered sequentially with the first bid. This legend must be in bold type of not less than 14 point type on the face of the bid, and on the text of the alternative Bid.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by offeror. Otherwise it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful offeror will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by the State that deviations will be acceptable. Offeror is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

SECTION 4: E-PROCUREMENT

ATTENTION:

This is not a NC E-Procurement @ Your Service solicitation that contains a transaction fee. However, vendors must register in NC E-Procurement @ Your Services (<http://vendor.ncgov.com>) in order to be awarded a contract for the services in this IFB.

SECTION 5: BID AWARD

AWARD CRITERIA: As provided by statute, award will be based on the lowest and best bid(s) (most advantageous to the State) as determined by consideration of:

1. Price(s)
2. General reputation and performance capabilities of the bidder
3. Conformity with specifications herein
4. Conformity with terms and conditions of this Invitation for Bid
5. References
6. Year(s) of experience.
7. Attendance at Mandatory Pre-bid Conference Site Visit.
8. Criminal Background Check.

AWARD OF CONTRACT: It is the intent to award this contract to a single overall offeror on all services. Offeror should show unit prices, but are requested also to offer a lump sum price.

SECTION 6: SPECIFICATIONS

The following Janitorial Services are requested by Sandhills Children's Developmental Services Agency (CDSA) – Lillington Office approximately October 1, 2011 and ending September 30, 2012 for the buildings occupied at 1231 North Main Street, Lillington, NC 27546.

Service Days: Saturday or Sunday (Except for State Holidays)

A. SCOPE OF WORK: The selected Contractor will be required to perform the services described herein. The required services for this office are listed below:

- 1. Sandhills CDSA – Lillington Office**
1231 North Main Street, Lillington, NC 27546.
Square Footage – 2,144
One Floor

Weekly

1. Empty trash in all offices, kitchen, and bathrooms, etc.
2. Remove all items not in trash can but marked "trash"
3. Restock bath with soap, toilet tissue and roll paper towels
4. Vacuum, sweep or clean floor where spills have occurred or dirt/debris collected
5. Clean and sanitize sinks and toilets
6. Clean conference room
7. Vacuum all offices, hallway
8. Clean kitchen and bathroom floors
9. Clean and sanitize water fountains.
10. Clean front, side and back outside entrances.

Monthly

1. Dust ledges, window sills, baseboards, blinds, and pictures in all areas
2. Clean and/or vacuum upholstery and ventilation grills.
3. Wipe refrigerator shelves and refrigerator door storage shelves.
4. Shake sand, dirt and debris from outside door mats.
5. Damp wipe walls and doors as needed to remove smudges.

Once Annually (to be scheduled with contractor by CDSA)

1. Shampoo carpet in all areas
2. Wash all inside and outside windows
3. Wash window blinds in offices/conference rooms
4. Sanitize sink drains and add drain line cleaner to keep drains open.

- 2. Contractor is required to provide and include costs for the following products: ***

- Toilet paper (standard size) 2-ply (dispensers provided by the landlord)
- Antibacterial hand soap in all areas where sinks located (dispensers provided by the vendors if needed)
- Standard (paper) towel rolls in the break area (dispensers to be provided by the vendor if needed)
- Standard (paper) towel rolls for restrooms (dispensers to be provided by the vendor if needed)
- Trash can liners
- **Contractor does not provide replacement incandescent or florescent light bulbs for the building.**

- 3. Equipment and Cleaning Supplies:** The contractor will be responsible for providing all cleaning equipment; such as vacuum cleaners, floor mops, stripping equipment, cleaning supplies, etc. A Janitorial closet will be provided for storage of supplies and equipment.

CHECK OFF LIST

DUTIES	WORK DESCRIPTION	WEEKLY	MONTHLY	ONCE ANNUALLY
RESTROOMS				
Toilets,Sinks, Urinals	Clean,Sanitize,Polish	X		
Trash Containers	Empty Line, Clean,Sanitize	X		
Dispensers: Soap,Towel,Tissue	Fill, Clean, Sanitize	X		
Glass, Mirrors, Chrome Hardware	Clean, Polish	X		
Floors	Sweep, Damp Mop, Sanitize	X		
Partitions, Doors	Damp Wipe	X		
Walls by Sinks, Urinals	Seal Clean	X		
Floor Drains		X		x
FLOORS				
Resilient	Sweep	X		
Resilient	Damp Mop	X		
Resilient (Vinyl Floors)	Strip & Wax			
Cement, Terrazzo, Tile, Other	Sweep, Damp Mop	X		
Rugs, Carpets	Vacuum	X		
Mats	Vacuum, pickup & turn	X		
Carpets	Shampoo			X
Doors-Walls-Partitions				
Entrance Glass Doors	Clean	X		
Interior Glass	Clean	X		
Ledges, Window Sills	Dust		X	
Doors,Frames, Walls	Spot Clean		X	
Baseboards	Dust		X	
Inside/Outside Windows	Clean			X
MISCELLANEOUS				
Waste Cans	Empty	X		
Vending Machines	Damp Wipe	X		
Lights	Dust		X	
Chairs, Clocks, Pictures	Dust, Damp Wipe		X	
Vents, Louvers, Fans, Blinds	Clean, Vacuum		X	
Upholstered Furniture, Drapes	Vacuum		X	
Glass Doors w/Windows	Clean	X		
Window Blinds	Clean			X
Kickplates, Thresholds	Clean, Polish		X	
Light Switches, Handles, Push Plates	Clean, Polish		X	
Desk, Tables, Phones	Dust, Damp Wipe, Sanitize		X	
Janitor's Storage Area	Clean, Organize, Restock		X	

Note: In the event any type of normal janitorial duties have been inadvertently omitted, the contract is to be interpreted to include the same.

4. **Keys:** Keys for entry into the building will be provided by the Contracting Agency Representative and the name of that representative will be provided at the time of award. No deposit will be required; however a charge of \$100 per key for keys lost or not returned will be made at the termination of this contract. There will be a \$100.00 charge for replacement keys and payment is due upon receipt of such keys during any contract or contract extension period.
5. **Storage:** The Contracting Agency will provide the Contractor with sufficient storage space for supplies and equipment. The Contracting Agency will also provide reasonable security to protect the Contractor from loss of equipment and supplies. The Contractor shall keep all janitor closets, storage rooms, and other spaces assigned to his use clean and orderly at all times. Exceptions shall be made only with prior written permission from the Contracting Agency.
6. **Material Safety Data Sheets:** In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, the contractor supplying the janitorial supplies intended to be used throughout the duration of this contract or any contract extension shall provide current Material Safety Data Sheets (MSDS) for all products within fifteen (15) days of the award of the bid. Furthermore, contractor shall furnish the State and/or its agencies additional MSDS as requested.

In addition, if requested prior to an award by the State, Bidder shall furnish the above information within fifteen (15) days. This information may be used in the evaluation of the award of the contract.

The MSDS for all products stored must be posted in the assigned storage area at all times.

7. **Utilities:** The State of North Carolina will provide the Contractor with all normal utilities necessary for performing the janitorial contract (electricity, lights, water, etc.). Upon written request from the Contracting Agency, the Contractor will comply with energy conservation requirements initiated by State Government.
8. **Security:** The building must be locked or secured at all times. All entrance doors must remain locked during any cleaning process, unless the door is in view of the cleaning service employee. The employee is expected to insure that no unauthorized persons enter the building while any door is unlocked for cleaning purposes

OFFEROR: _____

BID RESPONSE FOR JANITORIAL SERVICES (OFFEROR MUST RESPOND TO THE FOLLOWING)

Offeror agrees to provide the services as scheduled above: YES _____ NO _____

Describe your proposed schedule for the janitorial services described herein and note any flexibility in scheduling:

The Offeror will provide an emergency phone number(s) at all times in the event of an emergency. YES _____ NO _____

1. _____ 2. _____ 3. _____

Provide the length of time your company has provided similar janitorial services. _____ Years

CRIMINAL BACKGROUND CHECK

The Contractor agrees to conduct a criminal check annually on employees. Any individual convicted of a criminal offense, other than a misdemeanor, will not be allowed to work in the building referenced in this bid. YES _____ NO _____

REFERENCES

Provide a minimum of three (3) references for which you have performed similar services as described herein. Include the name of the firm, a contact person, length of time services have been or were provided, address, e-mail address and/or telephone number.

1. _____

2. _____

3. _____

Name of Attendee(s) at Mandatory Site visit: 1. _____ 2. _____

HISTORICALLY UNDERUTILIZED BUSINESSES

"Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled."
<http://www.doa.nc.gov/hub/>

Pursuant to General Statute 143-48, 143-128.4 and Executive Order #13, the State 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. This includes utilizing subcontractors to perform the required functions in this Invitation for Bids.

Are you a Historically Underutilized Business (i.e., minority, woman or disabled-owned business)? YES _____ NO _____

If applicable, specify classification: _____

SECTION 7: COST

Cost per Year Including Janitorial Services, Cleaning Supplies and Products (See Page 7, A #2 & 3)

Sandhills CDSA – Lillington Office 1231 North Main Street, Lillington, NC 27546. Square Footage – 2,144 One Floor	\$ _____	Monthly
	\$ _____	Per Year

PROVIDE PRICING FOR THE BELOW SERVICES IF NOT INCLUDED IN THE MONTHLY PRICE.

Shampoo carpet in all areas:	\$ _____	Total Once Annually
Washing of all inside and outside windows:	\$ _____	Total Once Annually
Wash window blinds in offices/conference rooms:	\$ _____	Total Once Annually

TOTAL SERVICES TO INCLUDE PER YEAR AND ONCE ANNUALLY (AS DESCRIBED HEREIN) \$ _____



SECTION 8: GENERAL INFORMATION ON SUBMITTING BIDS

1. **EXCEPTIONS:** All Bids are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Bid or on any contract that may be awarded resulting from this solicitation.
Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the Bid.
2. **CERTIFICATION:** By executing the bid, the signer certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our 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 we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this IFB will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE BID:** Elaborate Bid in the form of brochures or other presentations beyond that necessary to present a complete and effective Bid are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all Bid and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR BID PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each Bid shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this IFB and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF BID:** In submitting its Bid the offeror agrees not to discuss or otherwise reveal the contents of the Bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the IFB, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror 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.
 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their Bid clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the Bid which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #13, the State 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.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the IFB number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet and requests for these verbally or in writing cannot be honored. (See "Tabulations" language on page 2 that applies to this RFQ/IFB.)
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
19. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

SECTION 9: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

NOTE: For “Agency”, substitute “Department”, “University”, etc., as applicable.

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's quote.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's quote shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

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 by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by *thirty (30) days* notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFQ. The using agency is responsible for all payments to the contractor under the contract.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.

11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall 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.
17. **INSURANCE:** During the term of the contract, the contractor 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 contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor 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 \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its 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).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor 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 contractor 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 contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract 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 Request for Quotes, any addenda thereto, and the offeror's quote 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 State statutes of limitation.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Department of Health and Human Services, Office of Procurement & Contract Services shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** 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 refuse 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 State 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 quote document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **GENERAL INDEMNITY:** The contractor shall hold and save the State, 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 contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
23. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

24. **By EXECUTIVE ORDER 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."