

## **STATE OF NORTH CAROLINA**

**Fayetteville Technical Community College**

**Invitation for Bid #: 96-2308V2**

**Funeral Services: Transportation, Storage, and Cremation Services**

**Date of Issue: September 01, 2023**

**Bid Opening Date: September 22, 2023**

**At 02:00 PM ET**

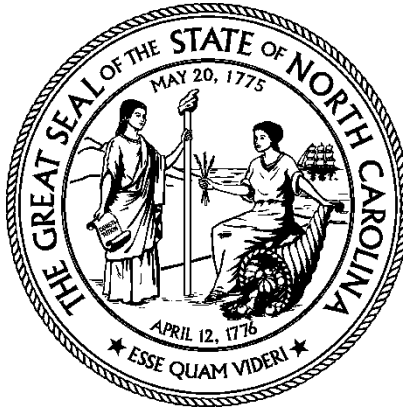
**Direct all inquiries concerning this IFB to:**

**Scott M Meis, NCCM**

**Assistance Director of Procurement**

**Email: [meiss@faytechcc.edu](mailto:meiss@faytechcc.edu)**

**Phone: 910-486-3655**



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**96-2308V2**

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) 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 shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

*Electronic responses ONLY will be accepted for this solicitation.*

**STATE OF NORTH CAROLINA**  
**Fayetteville Technical Community College**

<b>Refer <u>ALL</u> Inquiries regarding this IFB to:</b> Scott Meis – 910-486-3655 – meis@faytechcc.edu	<b>Invitation for Bid #:</b> 96-2308V2
<b>Using Agency:</b> Fayetteville Technical Community College	<b>Proposals will be publicly opened:</b> September 22, 2023 at 2:00 PM ET
<b>Requisition No.:</b> PR12610594	<b>Commodity No. and Description:</b> 851715 – Funeral and Associated Services

**EXECUTION**

In compliance with this Invitation for Bid (IFB), 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 understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with FTCC, or from any person seeking to do business with FTCC. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.**

COMPLETE/FORMAL NAME OF 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 #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of Fayetteville Technical Community College)**

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## 1.0 PURPOSE AND BACKGROUND

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Fayetteville Technical Community College (FTCC) seeks qualified vendors to provide professional transportation, storage, removal and cremation services of human remains, on an as-needed basis, for FTCC's Funeral Services Program per regulatory requirements of the State of North Carolina and other applicable organizations. There is no guarantee of volume or frequency related to this contract. FTCC will only pay for services provided.

FTCC is a public, state-supported, two-year, comprehensive community college serving Fayetteville and Cumberland County, North Carolina. The purpose of FTCC is to provide affordable vocational-technical, business and industry, general education, college transfer, and continuing education programs, which meet the needs and desires of its diverse students and economic development needs for the community.

The Funeral Service Education program is just one of over 280+ programs of study that FTCC has to offer. The program was established in 1974 and is the only program of its kind, in the state of North Carolina. The Funeral Service Education program curriculum provides students with the opportunity to become proficient in basic funeral service skills. In addition to the general education courses offered in the curriculum, technical courses such as human anatomy, embalming theory and practice, embalming chemistry, restorative arts, funeral law, and funeral home operations are taught. Due to the nature of these courses, we require professional transportation, storage, removal and cremations services to provide us with deceased donors and remove the remains for cremation, as needed,

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

The intent of this solicitation is to award an Agency Contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date") or October 01, 2023, whichever is later.

At the end of the Contract's initial term, FTCC shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. FTCC will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, FTCC reserves the right to extend the Contract after the last active term for a period of up to 180 days, in 90-days-or-less increments.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General 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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If FTCC 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. FTCC may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, FTCC rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. 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 that shall be held open for the period required herein ("Validity Period" above).

**FTCC may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	FTCC	September 01, 2023
Submit Written Questions	Vendor	September 13, 2023 by 2:00 PM ET
Provide Response to Questions	FTCC	September 15, 2023
Submit Bids	Vendor	September 22, 2023 by 2:00 PM ET
Contract Award	FTCC	October 23, 2023

## 2.5 BID QUESTIONS

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 "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to [meiss@faytechcc.edu](mailto:meiss@faytechcc.edu) by the date and time specified above. Vendors should enter "IFB # 96-2308V2: Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, FTCC's response, and any additional terms deemed necessary by FTCC will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any FTCC personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

## 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or



unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

## [eVP]

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bids(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

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

## 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in FTCC rejecting Vendor's bid, in FTCC's sole discretion.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Provide a valid copy of the Crematory Facility License, Transportation License and Certification of Liability. (Section 4.5)
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #96-2308V2 [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria FTCC shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in FTCC's best interest.

All responsive bids will be reviewed, and **an award or awards** will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, **FTCC 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 FTCC to do so.

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

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, 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, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting 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 proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

#### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

**FTCC will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and FTCC 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 FTCC.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created.

**Public Bid Opening:** Scott Meis is inviting you to a scheduled Zoom meeting.

Topic: Bid Opening of IFB 96-2308V2 Funeral Services: Transportation, Storage and Cremation  
Time: Sep 22, 2023 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://faytechcc.zoom.us/j/91764622829?pwd=VGpJR0NlcWtDYk9PcHBTWDJYQ0NnQT09>

Meeting ID: 917 6462 2829

Passcode: 392229

One tap mobile

+13052241968 ,, 91764622829# US

+13092053325 ,, 91764622829# US

Meeting ID: 917 6462 2829

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Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US

Find your local number: <https://faytechcc.zoom.us/j/91764622829?pwd=VGpJR0NlcWtDYk9PcHBTWDJYQ0NnQT09>

When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do 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.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, FTCC will make Award(s) based on the evaluation and post the award(s) to FTCC's eVP website under the IFB number for this solicitation. 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 FTCC.

FTCC reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with FTCC.

### **3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, FTCC may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of FTCC:

- a) Total cost to FTCC
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of FTCC's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand FTCC's business requirements and internal operational culture
- g) Particular risk factors such as the security of FTCC's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by FTCC; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. 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, FTCC will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the college's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in FTCC exercising its discretion to reject a bid in its entirety.

## **4.0 REQUIREMENTS**

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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 FTCC to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

### **4.1 PRICING**

Bid price shall constitute the total cost to FTCC for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

### **4.2 INVOICES**

Vendor shall invoice FTCC. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide FTCC with an invoice for each order. Invoices shall be submitted via email, or other electronic means, to Funeral services department,

with a copy to Accounts Payable and the Contract Administrator. Invoices must be sent on the Vendor's official letterhead stationary and shall include detailed information to allow Funeral services department and Accounting to verify pricing, at point of receipt, matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer ID Number, Case number or Name of Deceased, Date of Service, Date of Invoice, Buyer's Order Number, Unique Invoice number, Description of Service Provided, Price and Quantity.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.**

### **4.3 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to 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.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. FTCC is requiring this certification to minimize potential 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 FTCC within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

### **4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support FTCC's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

### **4.5 LICENSES AND CERTIFICATIONS**

Vendor shall provide valid and up-to-date copies of the applicable Crematory Facility License, Transportation License and Certification of Liability with their IFB response. The vendor must supply the correct license and certificate is based on the service, or services, they are bidding on. The vendor must supply the correct license and certificate is based on the service, or services, they are bidding on. The successful vendor, who is awarded, this IFB shall be required to maintain their licenses and provide FTCC with updated copies, as applicable.

### **4.6 REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. FTCC may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

### **4.7 BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by FTCC.

### **4.8 PERSONNEL**

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 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 FTCC. 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 by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. FTCC will approve or disapprove the requested substitution in a timely manner. FTCC may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, FTCC may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### **4.9 VENDOR'S REPRESENTATIONS**

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of FTCC under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting 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/or other Deliverables.

#### **4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

### **5.0 SPECIFICATIONS AND SCOPE OF WORK**

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#### **5.1 GENERAL**

Awarded Vendor(s) agrees to provide professional and timely transportation, removal, storage **and/or** cremation services to FTCC's Funeral Service Program per regulatory requirement of the State of North Carolina and other applicable organizations and per ATTACHMENT A: PRICING.

FTCC, Department of Funeral Service Education, agrees to:

- Furnish cremation paperwork for the donors within our care as soon as the death certificate is complete.
- Every effort will be made to obtain the certificate of death within a reasonable time, with the recognition that there are circumstances, such as amendments and physician availability, which are beyond the control of Fayetteville Technical Community College.
- Keep the transport team advised of needs in a timely manner.
- Requests for the delivery of donors to the school will be made no less than four (4) hours in advance.
- Diligence will be taken to ensure that all donors are ready for release at their place of death prior to dispatching transportation.
- Complete addresses and phone numbers for the place of death or place of holding will be furnished to the transportation team for every call.

## 5.2 SCOPE OF WORK

The specific items and any specifications that FTCC is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for this proposal.

- Removal and Transportation of donors will involve a portion or all of the following:
  - Removal from place of death and transporting to FTCC embalming lab,
  - Transportation from the vendor's storage facility to FTCC embalming lab,
  - Removal and transportation from the FTCC embalming lab to the crematory.
  - This will include home death removals and transportation.
- Storage of the donors may be required if it is too late to deliver to FTCC or while awaiting embalming certificate.
- Cremation of donors.
- The cremains are to be returned, from crematory, to FTCC.
- All donors arriving at Vendor's location for cremation must be accompanied by the appropriate cremation paperwork. If paperwork does not accompany the donor(s), crematory will store donor until paperwork arrives.

## 6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to FTCC a contract manager. The contract manager shall be FTCC's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to FTCC for customer service. The customer service point of contact shall be FTCC's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

### 6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of FTCC, shall be required to meet quarterly with the college for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and FTCC performance, address outstanding issues,

review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

### **6.3 CONTINUOUS IMPROVEMENT**

FTCC encourages the Vendor to identify opportunities to reduce the total cost FTCC. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

### **6.4 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Funeral Service Department Lead and Contract Administrator.

FTCC shall have the obligation to notify Vendor, in writing, ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by FTCC shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, FTCC may exercise any and all rights hereunder, including, for Services and Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

### **6.5 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to FTCC, at the option of FTCC, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to FTCC or its designees. If FTCC exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. FTCC shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized

### **6.6 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the FTCC's Contract Administrator for resolution. Any claims by FTCC shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.7 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by FTCC and Vendor. Amendments to the contract can only be made through the contract administrator.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***

#### **ATTACHMENT A: PRICING**

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Complete and return the Pricing associated with this IFB.

Vendors are to fill in all line items on this page. **If a particular line item is not applicable to a given Vendor's Bid**, please enter N/A on that line. **If a Vendor is only interested in a particular service on this Bid**, please enter N/A on the remaining blanket lines.

- i. Cremation of donors from FTCC: \$\_\_\_\_\_ per case.
- ii. Transportation of donors from place of death to FTCC embalming lab, from the vendor's storage facility to FTCC embalming lab and from the FTCC embalming lab to the crematory, a flat rate of \$\_\_\_\_\_ will apply.
- iii. Transportation of two (2) donors, at the same time, to the crematory or from vendor's storage to FTCC, in one transport vehicle, a flat rate of \$\_\_\_\_\_ will apply.
- iv. If the removal of the deceased is less than 88 miles from Vendor's location, a flat rate of \$\_\_\_\_\_ for the removal will be charged.
- v. Any removal over 88 miles will be charged at \$\_\_\_\_\_ per loaded mile.
- vi. If the place of death is in Cumberland County, a local removal fee of \$\_\_\_\_\_ will apply.
- vii. Any home death removal will incur additional personnel and will be charged at \$\_\_\_\_\_ per home removal.
- viii. Storage of the donors while awaiting embalming certificate: first 11 days, free of charge, \$\_\_\_\_\_ per day after grace period.
- ix. Remains of the donors are to be returned, from crematory, to FTCC at no charge.  
(pick one) ☐ YES ☐ NO (If no, fill in fee) \$\_\_\_\_\_ per delivery.

## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

## **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_11.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf)

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***

## ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form.

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) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, FTCC invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

### PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ Yes ☐ No

If **yes**, provide Vendor #: \_\_\_\_\_

If **no**, does Vendor qualify for certification as HUB? ☐ Yes ☐ No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

### PART II: PROCUREMENT OF GOODS – SUPPLIES

Goods procurements, are you using Tier 2 suppliers? ☐ Yes ☐ No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

**PART III: PROCUREMENT OF SERVICES – SUBCONTRACTORS**

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

**Need more information?**

**Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.**

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)

## ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form.

**Instructions:** Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity, provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

## ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor form.

In accordance with NC General Statute G.S. 143-59.4, 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 The Contract.

Vendor shall complete items 1 and 2 below.

- 1. Will any work under this Contract be performed outside of the United States?** ☐ YES ☐ NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

- b) Specify the manner in which the resources or workers will be utilized:

- 2. Where within the United States will work be performed?**

### NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

## ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition form.

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: \_\_\_\_\_ (If no audit within past 18 months, explain reason below.)
- ☐ 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 30 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(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.**

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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