



# **STATE OF NORTH CAROLINA**

**Department of Transportation**

**Invitation for Bid #: 54-LC-12151376**

**Janitorial Services – Winston Salem Residential**

**Date of Issue: December 2, 2024**

**Bid Opening Date: December 12, 2024**

**At 2:00PM ET**

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

**Lyndsey K. Campbell**

**Procurement Specialist III**

**Email: [lkcampbell@ncdot.gov](mailto:lkcampbell@ncdot.gov)**

**Phone: 919-707-2641**



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**54-LC-12151376**

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 Department of Transportation

Refer <u>ALL</u> Inquiries regarding this IFB to: Lyndsey K. Campbell <a href="mailto:lkcampbell@ncdot.gov">lkcampbell@ncdot.gov</a> 919-707-2641	Invitation for Bid #: 54-LC-12151376
	Bids will be publicly opened: December 12, 2024 @ 2:00 PM ET
Using Agency: NCDOT/Division of Highways Requisition No.: PR14511	Commodity No. and Description: Janitorial Services UNSPSC 761115 Cleaning and Janitorial 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 the State, or from any person seeking to do business with the State. 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 will render bid invalid and it WILL 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:

Bid Number: 54-LC-12151376 Winston Salem Residential Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred and twenty (120) 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 \_\_\_\_\_, 2024,

by \_\_\_\_\_.

**(Authorized Representative of the Department of Transportation)**

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Invitation for Bids (IFB) is to obtain pricing for and select a qualified Vendor to provide janitorial services for the NC Department of Transportation, Division of Highways, Winston Salem Residential Engineer Office, Winston Salem, NC. The contract shall consist of an all-inclusive janitorial service and major maintenance including all reasonable and necessary labor, supervision, materials, equipment and supplies to keep the subject State building properly cleaned and supplied.

The purpose of this solicitation is to award an Agency Specific Term Contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the first of the month following the date of final Contract execution. In addition, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

## 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://eprourement.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 the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State 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, the State 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 purport 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).

**The State 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. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	December 2, 2024
Hold Pre-Bid Meeting/Site Visit	State	December 6, 2024 @ 9:00 am ET
Submit Written Questions	Vendor	December 6, 2024 @ 3:00 pm ET
Submit Bids	Vendor	December 12, 2024 @ 2:00 pm ET

**Public bid opening for this solicitation will be conducted via conference call. Vendors may use the links below or use the call-in number to join the bid opening December 12, 2024, at 2:00 PM ET.**

**Microsoft Teams** [Need help?](#)

**Join the meeting now**

Meeting ID: 212 024 574 402

Passcode: rz6A8Tx3

**Dial in by phone**

[+1 984-204-1487.,84479847#](tel:+1984204148784479847) United States, Raleigh

[Find a local number](#)

Phone conference ID: 844 798 47#

**Join on a video conferencing device**

Tenant key: ncgov@m.webex.com

Video ID: 114 681 078 4

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

**2.5 MANDATORY SITE VISIT**

**Date:** 12/06/2024

**Time:** 9:00 AM ET

**Location:** 403 Polo Road

Winston Salem, NC 27105

**Contact #:** 919-707-2641 Lyndsey K. Campbell (Purchasing Agent)

**Instructions:** It shall be MANDATORY that a representative from each Vendor be present for the site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow.

**FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.**

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

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

**2.6 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 [lkcampbell@ncdot.gov](mailto:lkcampbell@ncdot.gov) by the date and time specified above. Vendors should enter “IFB # 54-LC-12151376: 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, the State’s response, and any additional terms deemed necessary by the State 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 State 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.

**2.7 BID SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the 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 date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission 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 bid(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 the State’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.

**2.8 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 the State rejecting Vendor’s bid, in the State’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) Vendor's Response: Sections 4.2 Vendor Experience, 4.12 Vendor Equipment and Supplies, 4.13 Descriptive Literature, 6.1 Vendor Contract Administrator
- d) Completed version of ATTACHMENT A: PRICING FORM
- 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

## 2.9 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 54-LC-12151376 [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.

## 2.10 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.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **Best Quality:** That of highest quality, well made.
- b) **Bonnet Method or Spin Carpet Cleaning:** A rotary floor machine with a cleaning pad soaked in solution. As it moves over the carpet, the agitation causes dirt to be absorbed into the cleaning pad.
- c) **Building Size:** Small building = 5000 sq. ft. or less. Medium building = 5001 sq. ft. 50,000 sq. ft. Large Building = 50,001+ sq. ft.
- d) **Clean:** Free of impurities or foreign matter not normally a part of the original component and, if necessary, eliminating objectionable odors.
- e) **Commercial Quality:** Powerful cleaning chemicals that are formulated to be used in Commercial Building and Offices. Equipment that is designed to provide performance, maneuverability, and durability in heavy-traffic areas typical of Commercial Buildings and open office environments.
- f) **Hazardous Substances:** Any substance, other than oil, which, when discharged in any quantity, may present an imminent and substantial danger to public health or welfare.
- g) **NCDOT Contract Administrator:** Representative of the Department of Transportation who will administer the contract for the State.
- h) **Oil:** Any oil of any kind and in any form, including, but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances.
- i) **Professional Manner:** The personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry.
- j) **Safe:** A condition free of hazards and not having a potential for personal injury or harm.
- k) **Sanitary:** Promoting healthful conditions by the elimination of dirt, agents of disease or infection through ventilation, cleansing with disinfectants, or disposal of wastes.
- l) **Scrub:** The use of brushes or other cleaning tools to accomplish the cleaning of various surfaces. Soap and clean water or other approved cleaning materials can be used with the proper cleaning tools.
- m) **Site Coordinator:** Representative of the Department of Transportation who is on site that ensures the specifications and requirements are being fulfilled.
- n) **Unauthorized Person:** Any person who has not been approved by NCDOT to clean the building(s) under this Contract or another contract with NCDOT, or a previously approved person whose background check is not current.

- o) **Wash:** To cleanse using water or other liquid, usually with soap or some type of detergent by immersing, dipping, rubbing, or scrubbing.

### **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 the State 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 the State'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, the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State 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 Paragraph 28 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.

**The State 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 the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

Bid Number: 54-LC-12151376 Winston Salem Residential Vendor: \_\_\_\_\_

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. When negotiations after receipt of bids are 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 be 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, the State will make Award(s) based on the evaluation and post the award(s) to the State'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 the State.

The State 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 the State.

### **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, the State 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 the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State'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 the State; 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, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State'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 the State exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State 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 the State 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 VENDOR EXPERIENCE

The Vendor must have provided substantially similar cleaning services to those identified in this IFB and at a location with a minimum of 4,200 square feet (75% of total net square footage of locations identified in this IFB). Vendor shall list below a minimum of two (2) locations and their square footage, meeting this requirement where it has provided substantially similar cleaning services.

	LOCATION	SQ FT
1		
2		
3		
4		
5		

### 4.3 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. Two (2) of the three (3) required references shall be for the locations provided by the Vendor in Section 4.2.

The State 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 IFB.

### 4.4 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. The State 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 the State 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.

## 4.5 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 the State'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.

## 4.6 BACKGROUND CHECKS

It is the policy of NCDOT to provide a crime free and safe environment for State Government employees to work. Due to the contract requirements of cleaning secured and non-public accessible areas, NCDOT requires a Nationwide criminal background check of awarded Vendor including but not limited to owners, officers, partners, managing partner(s), employees, agents, representatives, Subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

### 4.6.1 GENERAL INFORMATION

The following requirements must be met:

- a) Nationwide criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to NCDOT Purchasing for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the lowest responsive Vendor shall be provided by the Vendor within five (5) days after request from NCDOT Purchasing and prior to award. Copies of the original criminal background check shall be sent to NCDOT Purchasing for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) After the award the vendor shall provide criminal background checks for all proposed employees within five (5) days after request from NCDOT Purchasing.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator/Site Coordinator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- g) Additionally, the State may use [The North Carolina Department of Public Safety Offender Public Information](#) or similar Services to conduct additional background checks on the Vendor's proposed employees.

### 4.6.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation, or deception, of Vendor, its officers, or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none.

- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none.
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein, or provide a statement that there are none.

#### 4.6.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time, an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the NCDOT Contract Administrator/Site Coordinator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the NCDOT Contract Administrator/Site Coordinator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

#### 4.6.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  - 1. Original unaltered criminal background check from the organization providing the background check.
  - 2. The background check provider’s company name, company mailing address, and contact phone numbers.

3. The full name of the individual, which matches the government issued photo ID.
4. The current address of individual being checked.
5. The date the criminal background check search was conducted.

#### **4.7 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 subcontractors(s) that may be approved by the State. 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. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### **4.8 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 the State 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.

#### **4.9 BUILDING REQUIREMENTS**

##### **4.9.1 BUILDING SIGN IN/SIGN OUT SHEET**

All persons representing the Vendor shall **individually** sign in and out on the building sign in/sign out sheet (provided by the Contract Administrator/Site Coordinator) each time they enter and exit the building. This includes but is not limited to Vendor, Vendor’s Subcontractor(s), and all personnel of their respective companies. Signing in and out at the time of arrival is not acceptable. Days not signed on the building sheet by the cleaning employees shall not be paid for unless the Contract Administrator/Site Coordinator, or Vendor, can verify that cleaning was completed. The building sheet shall be located at a place agreeable to the Vendor and the Contract Administrator/Site Coordinator and the building sheet must remain at the assigned location. The Contract Administrator/Site Coordinator shall provide a new building sign in/sign out sheet each month. A copy of the building sheet will be available to the Vendor upon request.

##### **4.9.2 BUILDING SECURITY**

Vendor, Vendor Subcontractor(s), and all personnel of their respective companies shall immediately re-lock and secure all doors which were locked upon entry and shall not leave keys in doors or unsecured places or intentionally allow any unauthorized persons to accompany them into any building. Vendor, Vendor Subcontractor(s), and all personnel of their respective companies shall obtain prior approval from Contract Administrator/Site Coordinator for admittance of unauthorized persons into the building. Vendor, Vendor Subcontractor(s), and any personnel of their respective companies shall not leave exterior doors or windows unlocked after they have left the premises.

During major maintenance all exterior doors must remain locked during any cleaning process unless the door is in view of the Vendor, Vendor Subcontractor(s), and all personnel of their respective companies. The Vendor shall take all necessary precautions to ensure that no unauthorized persons enter the building while any door is unlocked for cleaning purposes. An employee who

has been approved by NCDOT to clean another NCDOT building shall be considered authorized, subject to the Vendor's prior notification to the Contract Administrator/Site Coordinator that the employee will be performing services at the alternate site. Intentional allowance of unauthorized persons on the premises by the Vendor, Vendor Subcontractor(s), and all personnel of their respective companies is a breach of the security.

Information relating to the security and operation of the premises is protected and shall not to be discussed with anyone except employees working directly with the Vendor, Vendor Subcontractor(s), and all personnel of their respective companies.

#### 4.9.3 KEYS/KEYCARDS

- a) All keys or keycards shall be signed for and issued through the Contract Administrator/Site Coordinator. Issuance and recall of keys or keycards shall be at the discretion of the Contract Administrator/Site Coordinator. No keys or keycards shall be issued to the Vendors, Vendors Subcontractors, and any personnel of their respective companies without the approved information, i.e., criminal background checks. After approval, the Contract Administrator/Site Coordinator shall arrange for the Security Section to issue a NCDOT keycard. Keys or keycards shall not to be duplicated by the Vendors, Vendors Subcontractors, and any personnel of their respective companies.
- b) The Vendor, Vendor Subcontractor(s) and all personnel of their respective companies shall, within twenty-four (24) hours after termination of any of its staff, inform the Contract Administrator/Site Coordinator that the officer, employee, worker, Vendor's Subcontractors or Vendors Subcontractor's employee has been terminated. The Vendor shall collect all keys or keycards upon termination of an employee and return such items to the Contract Administrator/Site Coordinator within this twenty-four (24) hour period.
- c) No deposit is required; however, the Vendor will be responsible for lost keys or keycards. All lost keys or keycards must be reported to the building Contract Administrator/Site Coordinator within twenty-four (24) hours. The Contract Administrator/Site Coordinator shall then arrange to have new keys or keycards issued. The Vendor shall be responsible for the cost of any keys, keycards, and lock replacements. **There shall be a \$10.00 charge per key for replacement of interior door keys and dispenser keys.** At the end of the contract, all keys or keycards shall be collected by the Vendor and turned in to the Contract Administrator/Site Coordinator on the last effective date of the contract. A charge of \$200.00 for keys or keycards not returned by the Vendor, Vendors Subcontractor, and any personnel of respective Vendor will be assessed. The final invoice for this contract shall not be paid until all the keys or keycards are returned and any charges for those not returned have been collected.
- d) Secured areas will be addressed by the Contract Administrator/Site Coordinator during the Kick-off Meeting and are noted on the attached building data sheet. (ATTACHMENT H). Vendor, Vendor Subcontractor(s), and all personnel of respective Vendor shall not enter secured areas without prior approval by Contract Administrator/Site Coordinator.

#### 4.9.4 IDENTITY REQUIREMENTS

All individuals representing the Vendor, Vendor Subcontractor(s), and all personnel of respective Vendor shall, at all times while on the premises, wear a State of North Carolina or Federal issued picture identification badge or state issued keycard (where there is controlled access) visible to State employees. In addition, the Vendor shall provide their employees with company logo clothing showing the company name (distinct company shirt, vest, or smock). The logo shall be permanently affixed to the clothing. The clothing shall be provided in sufficient quantity to maintain a clean appearance at all times while on the premises. No offensive apparel shall be worn at any time (as determined by the Contract Administrator/Site Coordinator). Any person representing the Vendor not dressed in company logo clothing, not wearing their picture ID badge, or wearing offensive apparel may be turned away from cleaning the building.

#### 4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

The awarded Vendor shall provide NCDOT Purchasing with proof of insurance within ten (10) days of the contract award.

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

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

#### 4.11 COMMUNICATION SERVICES

As Vendor staff changes occur, the Vendor shall provide NCDOT Contract Administrator/Site Coordinator with an up-to-date list of telephone numbers, a business office number, emergency contact number, a cell phone and fax number. An active e-mail address is required.

#### 4.12 VENDOR EQUIPMENT AND SUPPLIES

Vendor shall furnish all materials, equipment, and supplies, adequate in quantity and of a commercial quality necessary for professionally performing all the work in this contract. Equipment and supplies not meeting specifications shall be removed by the Contract Administrator/Site Coordinator or Facilities Maintenance Mechanics and shall be replaced immediately by the Vendor at its expense. All equipment shall be in good working order, capable of being used as originally intended. NCDOT shall request replacement of faulty cleaning equipment, and such equipment shall be removed from the space by the Vendor.

**NOTE:** State employees will not provide or loan equipment, such as ladders, water hoses, fans, cleaners, chemicals, miscellaneous hardware, etc., necessary for the Vendor to perform services. Vendor's equipment repairs are the responsibility of the Vendor.

- a) Current Safety Data Sheets ("SDS") for all chemicals used for this contract shall be submitted to the Contract Administrator/Site Coordinator before starting work in the buildings and updates shall be submitted when changes are made prior to using the products. Vendor shall keep a notebook/ring binder containing all of the SDS sheets shall be kept in the storage area where the chemicals reside. The notebook shall be labeled SDS on the front and side and shall state the company's name. The SDS sheets must match the chemicals in that location as well as those used during cleaning.
- b) Vendor shall provide a First Aid Kit, and a Spill Clean-Up Kit (OSHA Compliant to 1910.1030 bloodborne pathogens) stored in NCDOT designated janitorial storage closet at said site.
- c) Only commercial quality cleaning supplies shall be used. **Bleach of any type unless otherwise noted in solicitation or any pine oil type products shall not be used.** Powdered cleanser with bleach is allowed (example of powdered cleanser with bleach: Ajax or Comet powdered cleanser).
- d) Manufacturers' directions on refilling of bottles shall be followed. All containers, applicators, and bottles shall be labeled with the product contained therein.
- e) The use of propane and or gas operated equipment is prohibited inside the facilities.
- f) Vendor shall supply products for existing dispensers. This includes, but is not limited to toilet seat cover dispensers, paper towel dispensers, toilet paper dispensers, deodorizer dispensers and foam hand soap dispensers. The vendor shall also replace, at no cost to the State, any foam hand soap, deodorizer, paper towel, toilet paper or toilet seat cover dispensers that are missing or broken for the duration of this contract and all equipment shall become property of the State. Any equipment (such as dispensers) requiring installation shall be completed by the Vendor.
- g) Vacuum cleaners (upright, backpack, and handheld) shall have a HEPA filter. The vacuum filter shall be sealed at both ends of the filter so that no dust gets around the filter. NCDOT shall inspect vacuum cleaners. Any vacuum not meeting the requirements of this section shall be replaced immediately by Vendor. Vacuum cleaners shall remain on site and have attachments to be used as needed. HEPA vacuum cleaner filters shall be replaced per manufactures requirements. Vacuum cleaners shall be those listed by Vendor in Section 4.13 Descriptive Literature.
- h) Hand soap must be foam. Foam hand soap used for refillable soap dispensers must state so on the primary container. The Vendor shall not allow hand soap dispensers to leak. A minimum of one (1) hand soap dispenser is required in all restrooms. In restrooms with multiple sinks, one (1) dispenser for every two (2) sinks is required.
- i) Vendor shall provide metered release deodorizers with fixed interval timers capable of releasing its product twenty-four (24) hours a day, seven (7) days a week. If there are no dispensers of this type present at the location specified in this solicitation, then the Vendor must purchase them and coordinate the installation. Products used in deodorizing shall be certified for commercial use and shall be used in accordance with manufacturers' specifications. The Vendor must provide batteries to all new and existing dispensers and provide deodorizer refills that fit the existing dispensers. Vendors shall provide a minimum of one (1) metered deodorizer dispenser in all restrooms. In restrooms with multiple toilets the Vendor shall provide one (1) metered deodorizer dispenser for every two (2) toilets. The Vendor shall write the date installed on every new deodorizer can and shall replace deodorizer can in accordance with the manufacturer's specifications.
- j) Paper towel, toilet paper, and seat covers shall be made from recycled post-consumer content. Paper towels, toilet paper and seat covers shall be of the **best quality**. Paper towel, toilet paper and seat cover shall be white, and Vendor shall choose those that are Process Chlorine Free (PCF) first. If PCF paper towels, toilet paper, and seat covers are not available, then Vendor may choose a product that is Elemental Chlorine Free (ECF). Packaging should be responsible, minimal packaging and/or products sold in bulk. Products that are packaged in materials that are recycled, recyclable, and free of toxic metals, fragrances, dyes, and inks made from non-renewable resources shall be used. Toilet paper shall be 2 ply.
- k) At the termination of this contract, sufficient amounts of toilet paper, paper towels, toilet seat covers, foam hand soap and deodorizers shall be left in the restrooms to last at least a week.
- l) "Wet Floor" signs shall be furnished by the Vendor and displayed visible to traffic anytime a floor is wet while service is being provided or due to inclement weather. They shall be collected when the floor is dry and stored in the proper location.

- m) **Vendors shall supply sand, deicer (not salt) and warning signs during inclement weather conditions. Vendor shall maintain one hundred (100) pounds for large buildings and fifty (50) pounds of each for medium and small buildings.** At a minimum unless additional amounts are required later. This amount is to be kept onsite for the entire period of the contract. Sand and de-icer shall be kept in sealed containers (bag or bucket).
- n) Protective clothing necessary for performance of the required services shall be furnished by the Vendor, or Vendor Subcontractor(s). Exposure Controls/Personal Protection normally identified on SDS shall be followed and enforced.
- o) All supplies and equipment shall be kept in designated janitorial storage locations as specified by NCDOT Contract Administrator/Site Coordinator. NCDOT shall provide the Vendor with reasonable storage space for supplies and equipment. The Vendor shall not use any other spaces to store equipment of supplies other than those assigned by NCDOT.
- p) NCDOT shall also provide reasonable security to protect the Vendor from loss of equipment and supplies. NCDOT is not responsible for the loss or damage to the Vendor’s supplies, dispensers, toilet paper, paper towels, foam hand soap, toilet seat covers, etc., or any equipment.
- q) If mandatory conservation measures are applied to State facilities, the Vendor shall be expected to alter the work schedule and procedures as required for compliance.
- r) Terrazzo sealer. The sealer must be water-based and in the acrylic family especially designed for Terrazzo use. The Sealer must contain a Slip-Resistance with a coefficient of friction (COF) rating of minimum 0.5. (Sealer must be listed by underwriter’s laboratories for slip resistance).
- s) Auto Scrubber Machine with red, green, and blue pads for Terrazzo floors.
- t) Vendor shall also supply the following: Floor Cleaner, Premium Furniture Polish, Non-Acid Bathroom Cleaner, Gum Remover, Stainless Steel Cleaner/Polish, Cleaner/Degreaser for all Surface Types, Trash Can Liners, Disposable Gloves, Rags, Mop and Mop Handle, Mop Bucket with Wringer, Broom, Non-Wire Toilet Brush, Safety Goggles, Dustpan, Dust Mop, Dusting Tools, Utility Cart, Trash Collection Barrel, Scrub Brushes, Anti-Static Cleaner, Cleaning Solution, Floor Stripper, Floor Finish, Floor Finish Applicators, Concrete Sealer, and Tile Sealer.

All disinfectants shall be EPA registered Topic N List. The list of supplies can be found at <https://www.epa.gov/coronavirus/list-advanced-search-page-disinfectants-coronavirus-covid-19>

The Vendor shall verify that the disinfectant used for the services herein are listed on the Topic N List. Both spaces must be populated.

**Product Name:** \_\_\_\_\_ **EPA Reg. #** \_\_\_\_\_

Vendor shall maintain and use only disinfectants listed on the Topic N List for the services herein.

**4.13 DESCRIPTIVE LITERATURE**

The Vendor, at the request of the State, shall be required to provide descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the equipment used to sufficiently determine compliance of the item(s) with the specifications. Descriptive literature must be received within five (5) consecutive calendar days after a request is made by the State. Failure to comply with this requirement shall be sufficient basis for rejection of the bid without further consideration.

Descriptive literature must address the following equipment:

- a) Vacuum Cleaner (upright, backpack, and handheld)-must have a **HEPA certified filter**.

**FOR COMPLETION BY VENDOR:**

**Vacuum Cleaner with HEPA Filter:**

HEPA Certified Vacuum Cleaner (upright, backpack, and handheld): manufacturer, model number.

**Manufacturer Name:** \_\_\_\_\_

**Model #** \_\_\_\_\_

**4.14 HAZARDOUS SUBSTANCES AND SPILLS**

Vendors hired by NCDOT shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spills caused by the Vendor, Vendor Subcontractor(s), and all personnel of respective Vendor. This

responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to NCDOT. While on NCDOT premises, the Vendor, Vendor Subcontractor(s), and all personnel of respective Vendor shall comply with all Local, State, and Federal requirements for the proper handling of hazardous substances and/or oil.

#### 4.15 INSPECTIONS

- a) NCDOT may schedule inspections with the vendor; however, unannounced random inspections may be made at any time by an authorized representative of NCDOT at their sole discretion. NCDOT shall document the results of these inspections. The Facilities Inspector shall provide a copy of the inspection report to NCDOT Contract Administrator/Site Coordinator and the Vendor. The Vendor shall be responsible for correcting any noted deficiencies within the period stated in the inspection report or in a warning letter. All problems found or discussed at monthly meetings and tours shall be corrected immediately or within five (5) business days depending on the severity of the problem.
- b) The Vendor or its authorized representative can request NCDOT to perform an inspection whenever they deem it necessary. The Facilities Inspector may request the Vendor to be present during a scheduled inspection.

#### 4.16 UTILITIES

The State of North Carolina will provide the Vendor with all normal utilities necessary for performing the janitorial contract (electricity, lights, water, etc.). The Vendor shall make every effort to comply with the North Carolina Energy Conservation Code.

#### 4.17 TRAINING REQUIREMENTS

Vendor and Vendors Sub-Contractors shall exclusively be responsible for the following at no cost to NCDOT:

- a) The Vendor shall provide training for janitorial supervisory employees, Vendors Subcontractors, and all personnel of respective Vendor in proper handling of Asbestos Containing Materials (ACM). The materials are primarily located in flooring and ceiling materials. Employees will be trained before starting janitorial services. The Asbestos Training shall comply with OSHA Asbestos Standards 29 CFR 1910.1001 and 1926.1101, USEPA NESHAP Regulations 40 CFR Part 61, Subpart M and Department of Health and Human Services, Health Hazards Control Branch, Asbestos Hazard Management Program Rules 15A NCAC 19C.0600. The applicable standards are available from the Health Hazards Control Branch, PO Box 29601, Raleigh, NC 27626-0601 (919/733-0820). The OSHA standards are available from NC Department of Labor, Division of Occupational Safety and Health, Standards Analysis and Publication Section, 4 West Edenton Street, Raleigh, NC 27601 (1-800-LABOR-NC or 919/807-2883). Website is <http://www.osha.gov/>. Click on Bullet "Regulations". The Vendor shall exercise caution to ensure that asbestos materials are NOT DISTURBED. Prior to starting services, all janitorial workers (including the owners) shall sign an asbestos notification form furnished by the Contract Administrator/Site Coordinator, (if applicable to site).
- b) Training employees on Security procedures and on how to lock and unlock the appropriate buildings.
- c) Instructing employees on which door to enter and exit from the beginning and end of their shift and be trained in the proper usage of NCDOT Key Badges where required.
- d) Providing initial and ongoing training, for janitorial supervisory employees, Vendor Subcontractor(s) and all personnel of respective Vendor in proper handling of Bloodborne Pathogens OSHA– 29 CFR 1910.1030 and use such procedures when blood and/or any other type of body fluids are involved. Employees should be trained before starting janitorial services.

#### 4.18 ADDITIONAL REQUIREMENTS

- a) Vendor, Vendor Subcontractor(s), and all personnel of their respective companies cannot be a state employee working in the contracted building. The Vendor cannot employ any person that is an immediate family member of the State employees working in the contracted building. The Vendor cannot employ any state employee(s) or contracted state employee(s) who work(s) at the location defined in this contract.
- b) When the Vendor hires a new employee, the Vendor or a representative of the company shall meet the new employee at the location and personally tour the facilities with the new employee and shall introduce any new employees to the Contract Administrator/Site Coordinator. The new employee shall be instructed as to the contract requirements. At this initial meeting, the employee shall show his/her government issued ID to the Contract Administrator/Site Coordinator. The ID shall match the name and criminal check already submitted as further proof of identity.
- c) Vendor, Vendor Subcontractor(s), all personnel of their respective companies and the Contract Administrator/Site Coordinator shall all be able to communicate regardless of language. The Vendor, Vendor Subcontractor(s) and all personnel of their respective companies shall be able to understand all the requirements of this contract.

- d) Vendor, Vendor Subcontractor(s), and all personnel of their respective companies shall immediately report any occurrences of property loss, damage, false alarms, or visits from police or fire personnel to the Contract Administrator/Site Coordinator. The Vendor shall submit a written report regarding such incidents or damage within twenty-four (24) hours to NCDOT Contract Administrator/Site Coordinator specifying the location, the extent of the damage and detailing the event.
- e) Vendor shall assume liability and be financially responsible for the cost of any damages or fines which are caused by the Vendor, Vendor Subcontractor(s) or any personnel of their respective companies. The Vendor is also responsible for any damage caused by any unauthorized person(s) the Vendor, Vendor Subcontractor(s) or all personnel of their respective companies allow into the building.
- f) Vendor shall be held financially responsible for all damage to equipment, cabling, and equipment operations, including telephones which is caused by the Vendor, Vendor Subcontractor(s), or any personnel of their respective companies.
- g) Vendor, Vendors Subcontractors, or any personnel of their respective companies shall not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto any State property for any reason.
- h) Vendors, Vendors Subcontractors, and all personnel of their respective companies shall conduct themselves in a professional manner and observe proper business ethics while on State property. Vendors, Vendors Subcontractors, or any personnel of their respective companies shall not threaten violence or use threatening language, excessive profanity, or engage in egregious behavior.
- i) Vendor, Vendors Subcontractors, and all personnel of their respective companies shall not remove state property from the buildings without the prior written consent from the Contract Administrator/Site Coordinator or remove personnel property without prior written consent from the owner.
- j) Vendor, Vendor Subcontractor(s), or any personnel of their respective companies shall not open desk drawers, cabinet doors or file cabinets; use copy machines, other office machines; or use telephones, except public pay phones or his/her privately owned cell phone.
- k) Vendor, Vendor Subcontractor(s), or any personnel of their respective companies shall not disturb any papers, boxes, or other materials except those in trash receptacles or designated areas for trash/recyclables or unless such material is properly identified as "trash" or "recycle".
- l) Vendor, Vendor Subcontractor(s), or any personnel of their respective companies shall not remove or dispose of any paper, article or materials from any work area or the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of, or any item found in trash or recycling containers in or around the premises. Place trash and/or recyclable items in dumpsters or containers designated for that purpose.
- m) Vendor, Vendor Subcontractor(s), and all personnel of their respective company's communication devices shall be set to vibrate or emit a very low sound in order not to disrupt State employees or the public. Use of such equipment except for performing janitorial duties shall be limited to areas where State employees or the public cannot hear conversations. Areas shall include outside facilities, storage areas and other vacant areas.
- n) Vendor, Vendor Subcontractor(s), or any personnel of their respective companies shall not clean, unplug or move copy machines or other office machines.
- o) Vendor, Vendor Subcontractor(s), or any personnel of their respective companies shall not engage in idle or unnecessary conversation with State employees, other employees of the Vendor or Vendors Subcontractor(s), tenants, or visitors to the building.

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

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This is an all-inclusive janitorial service with Routine Cleaning Schedules, including all necessary labor, supervision, materials, and equipment in order to keep the subject State building properly cleaned and supplied.

### 5.1 GENERAL

General Cleaning includes daily cleaning, daily restroom cleaning, weekly service, bi-weekly service (every other week), and monthly service. Vendor shall post **all items included under general cleaning requirements in a location visible to all cleaning personnel.**

Vendor and employees of the Vendor shall perform General Cleaning requirements as listed in Section 5.3 and these services **SHALL NOT BE SUBCONTRACTED AND NO FRANCHISES ARE ALLOWED.** All cleaning shall meet the approval of the Contract Administrator/Site Coordinator. The Vendor shall provide general cleaning services no less frequently than the schedule specified. The Vendor shall begin work under the Contract on the first of the month following the date of final Contract execution or within five (5) business days of award whichever is later.

**NOTE:** If any types of normal janitorial duties have been inadvertently omitted, the contract is to be interpreted to include the same.

## 5.2 BUILDING LOCATION AND DATA

See ATTACHMENT H for Building Location and Data.

## 5.3 GENERAL CLEANING REQUIREMENTS

### a) SCHEDULE OF PERFORMANCE

General Cleaning services shall be done between the hours of 5:00 PM and 11:00 PM ET Monday – Friday, unless otherwise specified in this document by the Contract Administrator/Site Coordinator. No cleaning is to be done on State Holidays. **No Exceptions will be made.**

### b) MANPOWER:

A minimum of one man-hour per day per 2,500-sq. ft. is strongly encouraged. Any amount of square foot in excess will be rounded up to the next half-hour. **A minimum of two and one-half (2.5) man-hour(s) is suggested for this location.** The man-hours per day are encouraged for Daily Cleaning and do not include man-hours needed for Major Maintenance.

All cleaning will be based on the information in the Building Location and Data page (ATTACHMENT H). The building data may be more or less than the actual space. If there are any miscalculations in the Building Location and Data page and they are not corrected during the site visit the Vendor is obligated to clean all areas on the property designated by this contract.

## 1. DAILY CLEANING

- a) Empty all ashtrays (wash if needed) in designated smoking areas on the complex.
- b) Empty all interior and exterior trashcans, barrels, bins, and lane baskets, including those at the entrance and gas pump areas (if applicable), and wipe clean with a damp cloth (wash upon request). All exterior trashcan liners shall be replaced daily to maintain cleanliness and eliminate odors. Interior trashcans shall be cleaned initially and have plastic liners added. Replace liners in any interior trashcan containing anything wet all others must be changed twice a month.
- c) Collect all boxes clearly marked with the word "trash" or "recycle" and dispose of properly in the designated areas. If a box is not labeled "trash" or "recycle" and there is a question, ask the building personnel before discarding it.
- d) Pick up all trash around the entrances of the buildings, along sidewalks, in and around shrubbery and gas pumps (if applicable) and dispose of it properly.
- e) Clean and sanitize all water fountains. Empty and clean drip trays (if applicable). Stainless steel types shall be cleaned with stainless steel cleaner/polish.
- f) Clean and sanitize all sinks, counter tops and back splashes in break rooms, lounges and/or kitchen areas.
- g) Sweep/vacuum all floors in public and heavy traffic areas and include (if applicable) elevator and elevator door tracks. Remove spots, stains, embedded debris, loose paper, pins, clips, and other trash including under any mats. Carpet pile shall not be allowed to become flat or matted. Sweep or vacuum all stairwells and landings (if applicable). Vacuum and remove spots daily from all entrance mats.
- h) Wet mop or scrub all tile floors in public or heavy traffic areas including (if applicable) elevator and elevator door track area with soap and water using disinfectant cleaner to keep the floors clean and sanitary.
- i) Spot wash and dry, interior, and exterior of all standing plate glass doors and windows including entrance areas, glass surfaces, glass partitions walkways and breezeways.
- j) Any area that is locked at night without key access shall be scheduled for cleaning with the Contract Administrator/Site Coordinator, as needed.
- k) Furniture and floors in conference rooms shall be cleaned.

## 2. DAILY RESTROOM CLEANING

- a) Personnel shall wear disposable rubber gloves when cleaning the restrooms.
- b) Replenish all restroom supplies including toilet paper (in every dispenser), toilet seat covers, foam hand soap, paper towels, deodorizers, and any other required supplies. The Vendor shall furnish sufficient quantities in the restrooms to last all day, including replenishment during the day, as necessary.
- c) Sweep floors. Wet mop or scrub with soap and water using disinfectant cleaner to keep the floors clean and sanitary.

- d) Deodorize, wash, and disinfect all traps, drains, toilets, toilet seats, urinals, sinks, counter tops, dispensers, and all chrome surfaces including, but not limited to, doorknobs, handles, hand plates, stainless steel shelving, cabinets, mirrors, and exposed sink drains. Floor drains shall have enough sanitizer poured into them to be clearly seen. The disinfectants used shall be those listed on the EPA register.
- e) Empty all trash, clean, and replace plastic liners daily.

### **3. WEEKLY SERVICES**

- a) Wash all walls, ledges, grills, and partitions in restrooms, use disinfectants.
- b) Clean and polish all stainless steel, brass, and chrome fixtures including stanchions for corded off areas.
- c) Clean and wipe inside and outside of recycling containers.
- d) Empty and washed with soap and water, inside and out, all outside containers for cigarette butts except containers of sand or other flame-retardant materials (in these containers remove the cigarette butts using a sifter). Place or replace sand in receptacles as needed to maintain a minimum depth of three (3) inches.
- e) Wet mop or scrub all other tile floors, and (if applicable) elevator and elevator door track areas with soap and water using disinfectant cleaner to keep the floors clean and sanitary. Place appropriate warning signs such as "Wet Floor" signs. Janitorial closets shall be cleaned, swept, and mopped at this time.
- f) Sweep outside entrances, walls, soffits, walkways, porches, alleys, sidewalks, and driveways (hose down as necessary). Clean all walkways and sidewalks of stuck-on or embedded debris. Clean any handrails. Remove all cobwebs on exterior of buildings.
- g) Vendor shall keep all janitorial storage closets and other space assigned to such use as clean as the rest of the building and, if possible, locked at all times. When not in use, mops and mop buckets shall be left clean. Sinks used by the janitorial employee(s) for cleaning purposes shall be kept clean.
- h) Dust mop all raised floors in computer rooms (if applicable). A cleaning solution with anti-static properties can be sprayed on the dust mop to collect dust and debris.
- i) All auditoriums shall be cleaned by the Vendor once a week. The Vendor shall dust, vacuum/sweep, mop and clean furniture and stages. This service may be requested more frequently based on usage.

### **4. BI-WEEKLY (Every Other Week):**

- a) Scrub with soap and water all stairs and landings (except Terrazzo Surfaces) displaying appropriate warning signs such as "Wet Floors" Wipe clean with a damp cloth all handrails, stringers, risers, and balusters. Scrub and rinse all concrete stairs and landings with cleaning compound (Comet, Ajax, Mr. Clean).
- b) Remove dust, trash, and dead insects using a vacuum cleaner and then wash all visible horizontal surfaces seven (7) feet or below that are cleared to include, but not limited to, furniture, cubicle partition tops, ledges on walls, window ledges/sills, light switches, fire extinguishers, and other horizontal surface areas. Remove all cobwebs in interior and exterior of the building including the inside of the window frames.
- c) Clean, disinfect, and polish with stainless steel cleaner (if applicable) all exterior doors, doorknobs, push plates, pulls, exit devices and other hardware.
- d) Parking areas, parking decks, parking lots, and roadways shall be blown to remove minor debris, including sand and deicer (this applies only to large buildings that do not have ground services).

### **5. MONTHLY SERVICES**

- a) Wash and sanitize the inside and outside of all aluminum can-recycling bins and (if needed) all trash cans.
- b) Restore the shine to all tile, linoleum, terrazzo, and polished stone floors. ALL FLOOR WORK SHALL BE DONE AT NIGHT (after 6:00 p.m. unless otherwise directed). Floors should maintain a glossy appearance. Sweep and remove dust on all visible horizontal surfaces.
- c) Clean, disinfect all chairs that are not upholstered. Remove tar and soil off the base or rungs of chairs if needed.
- d) Vacuum, dust out, remove spots in all upholstered chairs, to include the chair seats, arms, and backs. Remove tar and soil off the base or rungs of chairs if needed.
- e) Clean all air grills and returns. This is to include all fixed or moveable louvers and vents on or in doors and headers.
- f) Spot clean all walls and doors (interior and exterior) including, but not limited to kick plates, thresholds, doorjamb, baseboards, and moldings.
- g) Remove dust and cobwebs from all cleared horizontal surfaces above seven (7) feet in height. Remove all cobwebs in the interior and exterior of the building including the inside of the window frames.

## 5.4 MAJOR MAINTENANCE SERVICES

All Major Maintenance Services identified in this section shall be performed within the first ninety (90) days of the contracted period and shall be completed annually. NCDOT may request additional services, on an as needed basis, at the rates provided in ATTACHMENT A. Vendor may subcontract these services.

### a) SCHEDULE OF PERFORMANCE

These services shall occur during the hours of: On weekdays, work shall only be performed starting after regular working hours until 11:00 PM. On weekends, work shall be done during the hours of 7:00 AM to 11:00 PM. Vendor shall submit the work schedule, in writing, to the Contract Administrator/Site Coordinator one (1) week prior to the start of the work. Each scheduled Major Maintenance Service shall be completed within three (3) weeks from the time service begins unless otherwise mutually agreed upon between the Vendor and the Contract Administrator/Site Coordinator.

### b) GENERAL INFORMATION

All Major Maintenance items shall be inspected and approved by the Site Coordinator per Section 6.4 Acceptance of Work and any service not approved shall be re-done at no additional cost to the contracting agency until completed satisfactorily. Vendor shall provide a supervisor on-site while all Major Maintenance and Floor Services are being performed.

#### 1. Interior Windows Service:

- a) Completely wash, using a brush, cloth, or squeegee, and dry all interior glass including partitions, shafts, clerestories, and skylights.
- b) All glass shall be clean and smudge free after cleaning.
- c) Window screens or other coverings, not requiring tools to remove, shall be removed, cleaned, and replaced. Screens, which require special tools, shall not be included.

#### 2. Exterior Windows Service including storefront entrances:

- a) Completely wash, using a brush, cloth, or squeegee, and dry all exterior glass including partitions, shafts, clerestories, and skylights.
- b) All glass shall be clean and smudge free after cleaning.
- c) Cleaning shall be done to all windows on all floors if more than a single-story building. Vendor will supply any additional equipment such as ladders and safety equipment.
- d) Window screens, not requiring tools to remove, shall be removed, cleaned, and replaced. Screens accessible from only the outside above the first floor or which require special tools shall not be included.
- e) Vendors are not responsible for cleaning between the interior windows and the storm windows, only the outside of the storm windows. **State owned building only.** If storm windows are required to be cleaned, arrangements must be made at least two weeks in advance with a State Maintenance Mechanic. The State Maintenance Mechanic shall remove the storm windows and replace them.

#### 3. Window Blinds Service

- a) Clean all window blinds thoroughly, by physically removing all dirt and marks.
- b) The Vendor shall be responsible for damage to blinds and state-owned property during cleaning and re-hanging. Clean the windows, windowsills, and interior window frame components.

#### 4. Floor Service – General Information

- a) The Vendor shall be liable for any damage to floors, floor coverings, walls, ceilings, or any other devices caused by use of their products or improper use of any cleaning equipment.
- b) The Vendor is responsible for scheduling the floor service with the Contract Administrator/Site Coordinator, moving the furniture to do the service, and moving the furniture back to the original location after the service. File cabinets and desks are not to be moved. All furniture shall always remain inside the building.
- c) PRIOR written permission by the Contract Administrator/Site Coordinator is required before moving furniture with computer equipment or disconnecting cabling.
- d) When working on any floor, warning signs shall be placed in locations visible to all personnel.
- e) Acid or bleach is not to be used on any floors except when cleaning grouted ceramic tiles.
- f) Before attempting any restoration processes on extremely soiled floors the Vendor shall consult with the NCDOT Contract Administrator/Site Coordinator.

- g) Floor services shall include removing stains, spots, dirt, stripper splatter, or floor finish splatter from the walls, baseboards, framework, doors, and furniture.
- h) The floor finish is to be completely dry before placing furniture or any other items back on the floor.

**Floor Services completed by the Vendor shall include the following:**

**5. Tile, Linoleum, Asbestos Tile and Vinyl Composite Tile (VCT) Flooring:**

- a) Do not put floor finish on linoleum or VCT that has a factory gloss finish on it.
- b) Asbestos tile shall be cleaned, stripped, and shall have three (3) coats of floor finish applied as specified below. Precautions must be taken to use recommended procedures when cleaning, stripping, and floor finishing asbestos tile.
- c) Completely sweep; remove any debris stuck to the floor before beginning the stripping and finishing process.
- d) Apply stripper to remove all old floor finish according to the manufacturers' recommendation. Use a scrubber and/or hand scrapper to totally remove all old floor finishes. Remove all stripper residues and allow the floor to be completely dry before applying any floor finish. If all the old floor finish is not removed repeat this step.
- e) Linoleum, or VCT Flooring shall have three (3) coats of commercial floor finish containing a minimum of 25% acrylic (solids) with slip resistant qualities. Heavy traffic areas may require additional coats of floor finish. All floor finish shall be satin finish.
- f) Apply the floor finish according to the manufacturer's recommendation. The floor finish shall be completely dry before applying the next coat.
- g) The applicators used to apply floor finish shall be used exclusively for applying floor finish and for no other purpose.
- h) After applying the final coat of floor finish the floor shall have a glossy appearance with no embedded hair, debris, discolored areas, footprints, or air bubbles. There shall be no swirls in the floor finish. All surfaces shall have the required amount of floor finish.

**6. Concrete Floors:**

- a) Limited service for concrete floors (including stairwells) shall include sweeping and machine scrubbing with the proper cleaning compound.
- b) Concrete floors shall be sealed annually during the first Major Maintenance service ONLY in work areas normally occupied by DMV, SHP, or DOH staff, such as corridors, stairwells, offices, and maintenance offices. Small storage closets and mechanical rooms shall be swept only, upon request.
- c) Use sealer recommended for this purpose; floor finish used for VCT is not to be used on concrete.
- d) High traffic concrete areas shall be cleaned, stripped and two (2) coats of sealer applied annually.

**7. Raised Floors:**

- a) Raised flooring in computer rooms shall be thoroughly cleaned when major maintenance is performed. Clean only with anti-static cleaning solutions recommended for raised floors.

**8. Stone, Ceramic, or Synthetic Stone Floors and Wall Tile (if applicable)**

Ceramic Tile, Glazed floor/wall tile, floor/wall Mosaic Tile, Quarry/Satillo Tile, Suretread/Pavers tile, Natural Stone Tiles and Slabs, Quartz Products,

- a) All tiles are to be cleaned using a commercial product that will not harm the tile.
- b) Do not put floor finish or sealer on any tile that has a factory baked-on ceramic or glazed finish.
- c) Acid, bleach, vinegar, or ammonia cleaning solutions shall not be used on glazed tiles.
- d) All glazed tiles are to be swept, debris stuck to floor removed, then scrub cleaned only, and no sealer or floor finish is to be applied.
- e) The Vendor is to determine the particular care and treatment of the tile installed at this site. Consult with the Contract Administrator/Site Coordinator to ensure it is cleaned without doing any harm to the tiles installed.
- f) A sealer is to be put on unglazed quarry tile, unglazed Quarry/Satillo tile, unglazed Suretread/Pavers tile, or any other tile similar to this.
- g) Unglazed tile is to have 1 coat of sealer in low traffic areas and 2 coats in high traffic areas. Additional coats may be required depending on the location and amount of traffic.

**9. Terrazzo Floors (Unglazed Tile)**

Harsh cleaners and sealers may damage Terrazzo Surfaces. Vendors shall avoid all-purpose cleaners or soaps containing water soluble, inorganic, or crystallizing salts, harmful alkalis or acids.

- a) Frequently sweep or dust mop floors to remove gritty soil.

- b) Auto Scrub surface with an approved neutral cleaner that has a pH factor between 7 and 10.
- c) Auto Scrub with a red or green pad, use blue pads for heavily marked or unusually dirty floors.
- d) Allow several minutes for neutral cleaner to react to loosen foreign matter, and grime. Rinse with ample clean water. It is important to keep the floor wet during this entire cleaning process, so the dirt does not reabsorb in the floor. DO NOT allow neutral cleaners to dry on the surface.
- e) Strip and apply 3-coats of the required Terrazzo water-based sealer.

**5.5 SUPPLEMENTAL SERVICES/EMERGENCY SERVICES**

The Contract Administrator/Site Coordinator must approve these services:

When special or unusual conditions that are not covered by the requirements warrant such action, NCDOT may call upon the Vendor for additional or supplemental services. Vendor must respond to supplemental services and/or emergency requests within one (1) hour after contact from the Contract Administrator/Site Coordinator.

Supplemental Services consist of but not limited to the following: areas which have had furniture, equipment, cartons, or carpet removed. These areas shall be brought up to the same level of cleanliness and appearance as the surrounding or adjacent areas.

Emergency Services consist of but not limited to the following: vendor must provide necessary labor and equipment to extract water from floors, to remove debris, trash, dirt, or mud resulting from leaks, floods, or overflows.

The prices offered for supplemental services/emergency services on ATTACHMENT A: PRICING FORM shall be used when billing for these services. **The State does not guarantee any minimum or maximum number of hours for these services.**

**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 VENDOR CONTRACT ADMINISTRATOR/NCDOT CONTRACT ADMINISTRATOR/SITE COORDINATOR**

The Vendor Contract Administrators and NCDOT Contract Administrator/Site Coordinator are the people to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Contract shall be addressed. The Vendor shall designate a single Contract Administrator, who shall be the Vendor’s primary contact with NCDOT for all issues regarding this contract. The Vendor’s Contract Administrator shall be available by phone, facsimile, or e-mail and shall respond within one (1) State Business Day. **NCDOT Contract Administrator/Site Coordinator will be identified to the awarded Vendor.** NCDOT Contract Administrator/Site Coordinator will contact NCDOT Purchasing when the above issues arise. Vendor should provide its Vendor Contract Administrator information in the space below.

Vendor Contract Administrator	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	
Fax #:	
Business Address:	

## 6.2 CONTRACT KICK-OFF AND POST AWARD REVIEW

The Vendor shall schedule a contract kick-off meeting within seven (7) business days of contract award with the Contract Administrator/Site Coordinator. The meeting shall be held at the address stated on ATTACHMENT H. The Contract Administrator/Site Coordinator will train the Vendor or representative of the respective company on security procedures and how to lock and unlock appropriate buildings and instruct them on what door to enter and exit from. **NCDOT Contract Administrator/Site Coordinator will be identified to the awarded Vendor.**

The Vendor, at the request of the State, shall be required to meet periodically with the State for Janitorial Review meetings. It is anticipated that these meetings will be held monthly. The purpose of these meetings will be to evaluate the past month's performance, review the monthly invoice and possible building inspection. A copy of the inspection report will be provided to the Vendor at the end of the meeting, if the inspection occurs.

## 6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. 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 Contract Administrator/Site Coordinator.

## 6.5 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 State's Contract Manager for resolution. Any claims by the State 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.

## 6.6 CONTRACT CHANGES

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

## 6.7 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for **one (1) year** from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Administrator/Site Coordinator, which shall include the reason(s) for the request and contain supporting documentation for the need. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that the services will be provided at the established Contract prices.

## 6.8 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow the

Bid Number: 54-LC-12151376 Winston Salem Residential Vendor: \_\_\_\_\_

Purchasing Agency 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 Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

## 6.9 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) liquidated damages; (2) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

- The Vendor shall invoice the contracting agency seven (7) percent less than the amount of their invoices for the first twelve - (12) months of the contract. The faithful performance will not be deducted for extensions and will be refunded without interest, by the Contracting Agency at the end of the initial agreement or any extension agreement. In cases of default or termination by the contracting agency this amount will be used to obtain these services from another source.
- As for liquid damages the parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:
  - If a Vendor does not provide an expected full day's service for a required State business day, the Vendor's next invoice shall be reduced by NCDOT Contract Administrator/Site Coordinator for a full day labor rate. The supply rate shall be paid for a no service day except as identified in Table 1, Item 2 in Attachment A.

Vendor shall provide a full day's worth of required supplies and shall provide necessary refills within two (2) hours notification from NCDOT Contract Administrator/Site Coordinator. If not received, NCDOT may purchase the needed supplies and the Vendor shall be required to reimburse NCDOT Notwithstanding any other provision herein.

## 7.0 SUPPLEMENTAL TERMS AND CONDITIONS

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By submitting a response to this solicitation Vendor agrees that, notwithstanding the language in Paragraph 2 - *Default and Termination* of the North Carolina General Terms and Conditions. The following conduct by Vendor, Vendor Subcontractor(s), or any personnel of their respective companies, shall be grounds for immediate removal of the Vendor, Vendor Subcontractor(s), or any personnel of their respective companies from all specified locations in this contract and/or immediate termination of any contract resulting from this solicitation:

- 1) Failure to pay in a timely or reasonable manner employees, suppliers, or businesses used in the completion of the contractual requirements contained in this IFB, or if the Vendor is found to be issuing checks not covered by sufficient funds.
- 2) Intentional allowance of unauthorized persons on the premises where work is to be performed.
- 3) Leaving exterior doors or lockable windows unlocked after the Vendor, Vendor Subcontractor(s), and all personnel of their respective companies have left the premises.
- 4) Disclosure of any information related to the security and operation of the premises to anyone except employees working directly with the Vendor, Vendor Subcontractor(s), or any personnel of their respective companies.
- 5) Threatening violence or use threatening language, excessive profanity, or engage in egregious behavior.
- 6) Unauthorized removal of state property from the buildings without the prior written consent from Contract Administrator/Site Coordinator or unauthorized removal of personnel property without written consent from owner.
- 7) Possession or use of any illegal drugs, alcohol, guns, knives, explosives, or incendiary device on State property.
- 8) Opening desk drawers, cabinet doors or file cabinets; use copy machines, other office machines; or use telephones, except public pay phones or his/her privately owned cell phone.

- 9) Intentional remove or dispose of any paper, article or materials from any work area or the premises, regardless of its value or of any employee's or tenant's permission. This is to include the contents of, or any item found in, trash or recycling containers in or around the premises.
- 10) Intentional disturbance to any papers, boxes, or other materials except those in trash receptacles or designated areas for trash/recyclables or unless such material is properly identified as "trash" or "recycle".
- 11) Disruptive use of communication devices and or continuously engaging in idle or unnecessary conversation with State employees, other employees of the Vendor or Vendors Subcontractor(s), tenants, or visitors to the building.

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

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

**FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT**

## 8.0 ATTACHMENTS

### ATTACHMENT A: PRICING FORM

The Vendor shall include pricing for all line items in the tables below. If a line item’s price is included in another line item, place “Included” in the extended price column and note the line item # it is included with. If quoting an item with no charge, place “N/C” in the unit price and extended price column. The Vendor shall not alter the pricing sheet in any way, or the IFB may be deemed non-responsive.

**Table 1: General Cleaning**

**Table 2: Major Maintenance Services:** For the purpose of evaluating this IFB, it is anticipated that these Major Maintenance Services will be performed a minimum of once a year unless otherwise directed by NCDOT Contract Administrator/Site Coordinator. The prices below shall be used in calculating the IFB price and shall be used for any additional requests for Major Maintenance Services. **DO NOT ROUND OFF PRICES.**

**Table 3: Supplemental Services/Emergency Services:** All items listed in Table 3 are not guaranteed. The State shall not be obligated to purchase these items. The total cost of these services will not be used to determine the lowest responsive offer.

TABLE 1: GENERAL CLEANING (See Section 5.3)					
ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE PER DAY	EXTENDED PRICE
1.	250	DAY	General Cleaning Services	\$ _____	\$ _____
2.	250	DAY	Equipment, Supplies, Materials, etc.	\$ _____	\$ _____
<b>Total Extended Price for General Cleaning (Table 1, Items 1- 2)</b>				\$ _____	

TABLE 2: MAJOR MAINTENANCE SERVICES (See Section 5.4)					
ITEM #	QTY	UOM	DESCRIPTION	PRICE PER SERVICE	EXTENDED PRICE
1.	1	LOT	Interior Glass Services	\$ _____	\$ _____
2.	1	LOT	Exterior Glass Services	\$ _____	\$ _____
3.	1	LOT	Floor Cleaning Services	\$ _____	\$ _____
4.	1	LOT	Window Blind Services	\$ _____	\$ _____
<b>Total Extended Price for Major Maintenance Services (Table 2, Items 1- 4)</b>				\$ _____	
<b>Total Bid Price for Year One (1) - (Total Sum of Table 1 &amp; Table 2):</b>				\$ _____	

**Total Accumulative Bid Price for Three (3) Years (Total of Year 1 Multiplied by 3): \$ \_\_\_\_\_**

**TABLE 3: SUPPLEMENTAL SERVICES/EMERGENCY SERVICES (See Section 5.5)**

ITEM #	UOM	DESCRIPTION	UNIT PRICE
1.	Per Square Foot	Floor Service, stripping, scrubbing, sealing, floor finishing and buffing, according to the floor type including elevators, food service areas, stairs, and landings.	\$ _____
2.	Per Man Hour	Emergency Services	\$ _____

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

**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-vendors/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://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/download?attachment>

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

**(MUST RETURN)**

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference Form, which can be found at the following link:

<https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/open>

**(MUST RETURN)**

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

**(MUST RETURN)**

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

**(MUST RETURN)**

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

**ATTACHMENT H: BUILDING LOCATION AND DATA**

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**This Attachment is for Vendor’s reference only.**

Location:	NCDOT Division of Highways Winston Salem Residential Engineer 403 Polo Road Winston Salem, NC 27105
County:	Forsyth
Number of Stories:	1
Population: (Regular Year-Round Employees – Approximate)	16
Daily Visitors:	200
Working Hours:	8:00 AM-5:00 PM
Gross Area:	Approximately 5,600 Square Feet
Net Cleanable Area: (Including corridors, lobbies, and entrances)	Approximately 5,600 Square Feet
Restrooms:	2 Male 2 Female
Tile:	Approximately 5,600 Square Feet
Total Number of Windows: (This does include entranceways and inside partitions)	13

**\*The above figures are estimates of the building statistical data. The Vendor is responsible for verifying dimensions and quantities.**