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**STATE OF NORTH CAROLINA**

**Department of Administration**

**Request for Proposal #: 13-DOA1559087703**

**Pressure / Soft Washing Cleaning Services - REBID**

**Date of Issue: May 6, 2025**

**Proposal Opening Date: May 28,2025**

**At ­­­ 2:00PM ET**

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

Meredith Swartz

Procurement Manager

Email: Meredith.swartz@doa.nc.gov

Phone: 984-236-0083



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**13-DOA1559087703**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For internal State agency processing, including tabulation of proposals, 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 proposal.  
Failure to do so may subject your proposal 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>

|  |  |
| --- | --- |
| **STATE OF NORTH CAROLINA**  ***Department of Administration*** | |
| **Refer *ALL* Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details.** | **Request for Proposal #: 13-DOA1559087703** |
| **Proposals will be publicly opened: May 28, 2025 @ 2:00PM ET** |
| **Using Agency: Facility Management Division** | **Commodity No. and Description: 721535 - Structural exterior cleaning services** |
| **Requisition No.: 1559087703** |

**EXECUTION**

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

* this proposal 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 proposal, 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 RFP, 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 RFP, 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** andthe **NORTH** **CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the Ariba Sourcing Tool.

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

|  |  |  |  |
| --- | --- | --- | --- |
| COMPLETE/FORMAL NAME OF VENDOR: | | | |
| STREET ADDRESS: | | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): | | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: | |
| **VENDOR’S AUTHORIZED SIGNATURE\***: | **DATE:** | EMAIL: | |

**VALIDITY PERIOD**

Offer shall be valid for at least one-hundred 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 RFP.

**ACCEPTANCE OF PROPOSAL**

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

|  |
| --- |
| **FOR STATE USE ONLY:** Offer accepted and Contract awarded this\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, as indicated on  The attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  **(Authorized Representative of Department of Administration)** |

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# PURPOSE AND BACKGROUND

North Carolina Department of Administration (DOA), Facility Management Division (FMD) is seeking to contract with a qualified Vendor for Pressure Washing and Soft Washing Cleaning Services in accordance with the Scope of Work specified in this Request for Proposals (RFP) on an as needed basis. All services requested will be in the Raleigh, North Carolina area.

The intent of this solicitation is to award an Agency Specific Contract, where no minimum or maximum quantities of services are guaranteed. Orders will be placed at the time of need at the awarded Vendor’s proposed rates.

* 1. CONTRACT TERM

The Contract shall have an initial term of one year, beginning on execution of the contract.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

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

# GENERAL INFORMATION

## REQUEST FOR PROPOSAL DOCUMENT

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

## E-PROCUREMENT FEE

**ATTENTION:** **This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

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

**What is the Ariba Network?**

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

## NOTICE TO VENDORS REGARDING RFP 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 RFP 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 RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL 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 RFP 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 proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP 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 through 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 proposal as nonresponsive.**

## RFP SCHEDULE

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

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | State | May 6, 2025 |
| Pre-proposal conference | State | May 15, 2025 @ 9:00AM VIRTUAL |
| Deadline Submit Written Questions | Vendor | May 19, 2025 @ 2:00PM |
| Provide Response to Questions | State | May 21, 2025 |
| Submit Proposals | Vendor | May 28, 2025 @ 2:00PM |
| Contract Award | State | TBD |
| Contract Effective Date | Vendor | July 15, 2025 |

**Bid Opening;** The Department of Administration will be conducting live bid openings over Microsoft Teams conference call. Below is the call-in information for this procurement’s bid opening scheduled for May 28, 2025 @ 2:00PM

**Microsoft Teams** [Need help?](https://aka.ms/JoinTeamsMeeting?omkt=en-US)

[**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2EyZDVhY2EtZjRkZC00ZTgzLTllOWYtZTAyZGQyMDU3YTI4%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%22eba0bdb7-0b77-4d3e-8f1e-17f560c8298a%22%7d)

Meeting ID: 237 373 557 003 0

Passcode: iL6qX6Gx

**Dial in by phone**

[+1 984-204-1487,,400606076#](tel:+19842041487,,400606076) United States, Raleigh

[Find a local number](https://dialin.teams.microsoft.com/c102d528-0544-4660-b869-294e85047e28?id=400606076)

Phone conference ID: 400 606 076#

**Join on a video conferencing device**

Tenant key: [ncgov@m.webex.com](mailto:ncgov@m.webex.com)

Video ID: 118 548 970 3

## PRE-PROPOSAL CONFERENCE

**Urged and Cautioned**

Date: May 15, 2025

Time: 9:00AM Eastern Time

Location: VIRTUAL

**Microsoft Teams** [Need help?](https://aka.ms/JoinTeamsMeeting?omkt=en-US)

[**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTI1Y2M3NGItZDdjNC00MGQ5LWIxODAtZDk5NjYxYzBmMWM5%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%22eba0bdb7-0b77-4d3e-8f1e-17f560c8298a%22%7d)

Meeting ID: 233 163 750 504 4

Passcode: mo6TC3Xa

**Dial in by phone**

[+1 984-204-1487,,738542144#](tel:+19842041487,,738542144) United States, Raleigh

[Find a local number](https://dialin.teams.microsoft.com/c102d528-0544-4660-b869-294e85047e28?id=738542144)

Phone conference ID: 738 542 144#

**Join on a video conferencing device**

Tenant key: [ncgov@m.webex.com](mailto:ncgov@m.webex.com)

Video ID: 117 884 757 2

**Instructions**: Vendor representatives are URGED and CAUTIONED to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-proposal conference is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the pre-proposal conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

## PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 13-DOA1559087703 – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## PROPOSAL SUBMITTAL

**IMPORTANT NOTE:** **This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

## PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

1. Cover Letter, which must contain the following: (i)a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
2. Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
3. Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
4. Vendor’s Proposal addressing all Specifications of this RFP.
5. Completed version of ATTACHMENT A: PRICING
6. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
7. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
8. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
9. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

## DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

DOA: Department of Administration

FMD: Facility Management Division

# METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

## 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 qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP 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 RFP 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 proposals received.

## CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP 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 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, 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 proposal 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 RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

## PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP 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.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal 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. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP),* [*https://evp.nc.gov*](https://evp.nc.gov)*,*  under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal 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.

## EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**1. Technical: (60 Maximum Points)**

Vendors response to each section listed below will be evaluated on how the Vendors response meets to the same size and scope of services requested herein. (See section 4.5 and 4.6)

1. Vendor Experience (Section 4.5) 30 points
2. Vendor Staffing Experience (Section 4.6) 30 points
3. Vendor Certifications and Training (Section 4.7) Pass/Fail
4. Technical Approach Requirement (Section5.5) Pass/Fail

**2. Price: (40 Maximum Points)**

For evaluation purposes, cost analysis will be determined using the Vendors proposed labor rates for each item listed using eight (8) hours of Standard Rate, eight (8) hours of Emergency Services Rates, Vendors proposed lift charge rates for each item listed using a Standard Daily Rate, and Vendors chemical cleaner charge rates for each item listed using a Standard Rate per Gallon (See Attachment A: Pricing)

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest overall cost will receive a score of 40. All other competing proposals will be assigned a portion of the maximum score using the formula:

|  |  |  |
| --- | --- | --- |
| 40 | x | the cost of the lowest cost proposal |
| the cost of the cost proposal being evaluated |

## 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 RFP, 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:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

## INTERPRETATION OF TERMS AND PHRASES

This RFP 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 proposals 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 RFP. Except as specifically stated in the RFP, 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 proposal in its entirety.

# **REQUIREMENTS**

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

* 1. **PRICING**

Proposal 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 within this solicitation document and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

* 1. **INVOICES**

a) The Vendor must submit invoices via email to the Contract Administrator.

b) Invoices must be submitted to the Contract Manager in digital form on the Vendor’s official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.

c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.

d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor, and the original signature of the Vendor’s project manager.

e) All invoices must be submitted to the Contract Manager within 90 days of completion of services. Any invoices received after the 90 days, may result in non-payment.

f) Once awarded, Vendor must submit the following forms per instructions:

* W-9 Substitute Form -[State Suppliers | NC OSC](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.osc.nc.gov%2Fstate-suppliers&data=05%7C02%7Cmeredith.swartz%40doa.nc.gov%7C251c5b7ff2cf4dd8a4f708dd33ec2f25%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638723811670401087%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=TeY4wC3AEfSS%2BBgpUeSmm3zI8D3KHdTzpkI4NJ8g7C4%3D&reserved=0)
* Vendor Electronic Payment Form - [Electronic Payment Form | NC OSC](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.osc.nc.gov%2Fsuppliers%2Felectronic-payment-form&data=05%7C02%7Cmeredith.swartz%40doa.nc.gov%7C251c5b7ff2cf4dd8a4f708dd33ec2f25%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638723811670422043%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=GenQy71TifJFT8c8Qbb8n0eXYmzAUhVgVcLrMnsaZz0%3D&reserved=0)

Vendor’s tax ID information and remit to address on the submitted W-9 must match its e-Procurement registration to ensure prompt payment.

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

* 1. **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.

* 1. **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 RFP 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.

* 1. **VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendors must be capable of and include in their proposal, experience with pressure washing and soft washing of facilities with multiple buildings, multiple sites, and multiple floors (stories) with a combined total of over one million square feet. Vendor shall also list any additional services and capabilities (i.e. drone pressure washing, etc.)

Vendor shall cite experience by providing five (5) similar pressure washing projects performed by the Vendor within the last five years. Vendor shall describe services rendered and provide references for each of these projects. The State may contact these references to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory.

* 1. **VENDOR STAFFING EXPERIENCE**

In its Proposal, Vendor shall provide information as to the qualifications and experience of all personnel to be assigned to this project, citing experience with similar projects and the responsibilities to be assigned to each person. Vendor shall provide description of Contract Manager’s experience. The Vendor’s primary Contract Manager must have a minimum of five (5) years of large-scale pressure washing and soft washing experience.

* 1. **VENDOR CERTIFICATIONS AND TRAINING**

Vendor shall have and provide proof of the following certification with its proposal:

* Certified Window Cleaner (CWC): This certification is offered by the International Window Cleaning Association (IWCA)
* Mobile Elevated Work Platforms (MEWP): For projects utilizing MEWPs, technicians should possess IPAF MEWP Operator Training (conforming to ISO 18878). This training must adhere to both OSHA and ANSI A92 standards. Please request documentation of operator training and relevant experience hours.
* Rope Descent Systems (RDS) / Bosun's Chair: For work involving rope access, certifications such as IWCA's RDS Certification, SPRAT (Society of Professional Rope Access Technicians), or IRATA (Industrial Rope Access Trade Association) are highly recommended. Provide details of relevant certifications and documented experience hours.
* Scaffolds: For projects requiring scaffolds, technicians should have completed SAIA (Scaffold & Access Industry Association) Competent Person Training for supported and suspended scaffolds, or an equivalent OSHA competent person training course. Provide proof of training and related experience.
  1. **BACKGROUND CHECKS**

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

* 1. **PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by 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 proposal 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.

* 1. **VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal 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.

* 1. **AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

Small Purchases

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

Contract value in excess of $1,000,000.00

1. **SPECIFICATIONS AND SCOPE OF WORK**
2. **GENERAL**

Awarded Vendor shall provide Pressure Washing and Soft Washing Cleaning Services in accordance with the tasks as specified below on an as needed basis. This contract will function as an Agency Specific Contract, where no minimum or maximum quantities of services are guaranteed. The objective of this contract is to maintain sanitary and aesthetically pleasing properties free of debris and graffiti as well as protect and preserve the longevity of property managed by the NC Department of Administration.

Work to be completed may include surface cleaning (pressure wash and/or soft wash) on any of the following: buildings / structures, hardscape surfaces, loading docks, dumpster enclosures, patios, walls, monuments / statuaries, exterior facades, sidewalks, stairwells, retaining walls, roofs.

All work performed under this contract shall be in locations within the jurisdiction of the State of NC, the NC Department of Administration/Facility Management Division in Wake County. These work locations will be limited to a five-mile radius from the three following locations:

• Downtown Raleigh Complex / Capitol / Governor’s Mansion (431 N Salisbury Street)

• Garner Road Complex (3318 Garner Rd)

• Blue Ridge Road Complex (2110 Blue Ridge Rd)

Vendor must be capable of pressure washing and soft washing multiple buildings, sites, and conduct multiple projects simultaneously. All work performed must conform to all applicable codes within the jurisdiction where the work is to be performed.

1. **SCHEDULING AND ASSIGNMENT**

**5.2.1 Standard Operations**

1. The Vendor will be notified via email or telephone from the Contract Manager on job requests. Job requests will be expected to be completed within fourteen (14) calendar days from the date of initial contact. This excludes emergency situations.
2. Vendor shall guarantee a response time of seventy-two (72) hours from calls placed by the FMD Contract Administrator or designee to perform site visits and provide labor and material quotes under this contract.
3. The selected Vendor will be required to clean the designated surfaces on an on-call basis. As individual projects arise, the FMD Contract Administrator or designee and selected Vendor will determine the scope of work and fees for project authorization. Vendor’s awarded hourly rates shall be included in any quotes submitted for projects under this contract. The basis of the fees to be paid will be based on a time and material cost from Attachment A.
4. Work will be scheduled only in coordination with the FMD Contract Manager(s). The Vendor must have work signed off by the FMD Contract Manager(s) at each location upon satisfactory completion. The planned schedule must be approved by at least one (1) week before sending the notice.
5. Project schedules and timetables may require work to be performed during off hours to include evenings and weekends. All work shall be completed without interfering with the proper performance of the State of North Carolina business.
6. If anticipated weather precipitation or windy, dusty conditions conflict with scheduled cleaning, the Vendor shall reschedule at least one (1) day prior for a later time to be scheduled with the Contract Manager. Such rescheduling will not result in additional costs.
7. The Vendor shall keep the sites and surrounding area reasonably free from rubbish always and shall remove debris from the site upon completion of maintenance operations or from time to time when directed to do so by the FMD Contract Administrator

**5.2.2 Emergency Operations / Off Hours**

1. Emergency -shall be defined as any work that is required to be performed immediately upon request.
2. During times of emergency as defined by the NC DOA - FMD reserves the right to issue work to awarded Vendor of this contract as well as other vendors who do not currently have a contract with the state.
3. Emergency rates, as outlined in Attachment A: Pricing, will go into effect for any jobs that require immediate work to be performed as requested by the NC DOA – FMD
4. After hours work shall be defined as any work that is required to be performed outside normal working hours (7:00 am – 4:30 pm) and will be charged as same rate as emergency hours.

**5.2.3 Service Additions and Subtractions**

The NC Department of Administration (NCDOA) is a continuous improvement entity and as such, changes to its facilities occur frequently. The methodology for pricing should follow that which was submitted with the original bid submission. DOA may, at its discretion, amend the existing contract to include such pricing and approve the Vendor to perform additional services. If the Vendor is unable to perform additional services, DOA may utilize alternative sources to fill the need.

If there is a reduction in service requirement(s), whether temporary or permanent, NCDOA may request in writing the Vendor adjust pricing accordingly using the pricing methodology originally submitted. DOA will provide at least 30 days’ notice to the Vendor for such requests, and within 15 days thereof the Vendor must respond with reasonably reduced pricing for declared facilities to be approved by DOA. DOA/Fiscal may then, at its discretion, amend the contract to reflect the reductions.

NCDOA FMD may also request additional window cleaning beyond the scope for unforeseen needs such as special events, construction cleanup, graffiti, and weather-related incidents.

1. **PROJECT MANAGMENT**
   * 1. **Personnel**

a) Vendor shall, unless otherwise specified, supply and pay for all labor and transportation.

b) No compensation will be paid to Vendor for work or materials involved in maintaining barricades, signs, pavement warnings, warning devices and lights, for providing any other items necessary for traffic control. If needed, lane closures should be set up with the City of Raleigh, following appropriate procedures.

c) Only trained personnel using current and acceptable professional pressure washing and surface cleaning practices shall perform all requested services and shall adhere to all current safety regulations.

d) Vendor shall designate a project Supervisor who shall direct the work and serve as the primary contact.

e) Vendor’s Supervisor and staff must dress in uniform with proper credentials visible.

* + 1. **Materials and Equipment**

a) Vendor shall, unless otherwise specified, supply and pay for materials, tools, apparatus, lights, power, fuel, sanitary facilities, and incidentals necessary for the completion of the work.

b) Vendor shall install, maintain, and remove all equipment, and be responsible for the safe, proper, and lawful construction, maintenance, and use of same.

c) Equipment used by the Vendor shall be in good operating condition free of fluid and exhaust leaks. Any spills caused by equipment malfunctions should be addressed immediately in an environmentally conscious way.

* + 1. **Safety Requirements**

a) The Vendor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. The Vendor shall be responsible for any damage to the property, or that of others on the job, by Vendor personnel, or sub-contractors, and shall make good such damages. Vendor shall be responsible for and pay for any claims arising from such damages.

b) The Vendor shall provide all necessary safety measures for the protection of visiting public, personnel and all persons on the work. Vendor shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. Vendor shall protect against damage or injury resulting from falling materials and shall maintain all protective devices and signs throughout the progress of the work.

c) Safety equipment required by OSHA, federal, state, and local guidelines should always be in place and in use while on the jobsite.

* + 1. **Utilities**

a) The Vendor shall be responsible at its own cost for all work, expense, or special precautions caused or required by the existence or proximity of utilities encountered in performing the work. All workers working in the vicinity of utility lines will be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site. The Vendor’s site supervisor(s) in charge of any group or groups shall be fully aware of the safety procedures to be followed in case of an accident involving utility lines.

b) Under no circumstances shall the Vendor perform work near high voltage transmission or distribution lines.

1. **TASKS AND DELIVERABLES**
   * 1. **GENERAL PRESSURE WASHING/ SOFT WASHING REQUIREMENTS**

a) Vendor must contact FMD Contract Manager to establish pressure washing/soft washing priority and to arrange for site visits.

b) The Vendor must ensure all work is conducted in accordance with OSHA safety regulations.

c) Locations where large equipment (i.e., boom lifts) may cause damage to landscape and or any property will be discussed with Contract Manager prior to work.

d) Increased precautions will need to be taken to preserve structural integrity when working around any historical pieces. (Example: monuments and statues on grounds of NC State Capitol).

e) Increased precautions must be taken to determine appropriate cleaning product(s) for surface.

f) Window frames to be cleaned using appropriate product and rinsed clean. Surrounds of window frames to be cleaned of cobwebs, dirt and other soils.

g) Window ledges to be free of any overrun water, chemicals, or dirt from cleaning operations.

h) The Vendor must ensure that materials used to clean the solar film causes no damage.

* **Recommended Cleaning Products:** Use gentle, ammonia-free, non-abrasive cleaners specifically labeled as safe for tinted windows. A mixture of distilled water and a few drops of mild dish soap such as Dawn can also be used.
* **Cleaning Tools:** Use soft, lint-free microfiber cloths to prevent scratches. Avoid paper towels and abrasive materials. A soft squeegee can help to avoid streaks.
* **Cleaning Procedure:**
* Remove dust and loose particles with a soft brush or microfiber cloth before applying any cleaning solution.
* Apply a light mist of the tint-safe cleaner to the window. Avoid oversaturating the glass.
* Gently wipe the window with a microfiber cloth, working from top to bottom.
* Use a squeegee in smooth, straight motions, wiping the squeegee clean after each pass.
* Dry and buff the window with a clean, dry microfiber cloth to remove any lingering moisture or streaks.
* **Things to avoid:**
* Ammonia-based cleaners: Ammonia can degrade the film.
* Abrasive materials: Avoid steel wool, scouring pads, knives, scrapers, brushes, and other abrasive cleaning materials that can scratch the tinting film.
* Harsh chemicals: Avoid harsh detergents like bleach or vinegar.
* Excessive scrubbing: Use a gentle touch to avoid lifting or peeling the tinting film.

i) The Vendor will be responsible for providing reach equipment such as ladders, booms and/or scissor lifts. Every effort to prevent damage to the floor and wall surfaces from such equipment must be made. All must meet OSHA requirements.

1. **TECHNICAL APPROACH**

Vendor shall respond in its proposal to each of the sections below (items 1-4). Sections shall be tabbed and titled as listed below. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Information provided below will be used in the management of the contract resulting from this RFP. Vendors complete response to this section shall be uploaded within the Sourcing Tool. During the term of the contract, if any information of the awarded Vendor’s technical approach changes, the Vendor shall notify the Contract Manager within 24 hours.

**1) Vendor Service, Dispatch & Communication**

Vendor shall include information as the Vendor’s intake of initial request for service, dispatch operations, and communication lines between any subcontracted companies for any rental equipment or services performed under this contract. Information shall also include Vendor's approach to meet the response time requirements detailed in section 5.2 above.

1. **Vendor Sub-Contractors**

Vendor must provide list with its proposal of any sub-contractor it proposes to use under this contract, and for which services the Vendor plans to use that sub-contractor.

1. **Vendor Equipment**

Vendor must provide information as to the capacity and quantity of all the equipment owned listed in Attachment A: Pricing. If rented, Vendor must provide information as to the subcontracted rental company’s capacity and quantity owned and provide dispatch guaranteed times.

1. **Vendor Cleaning Products**

Vendor shall provide a list of cleaning products it proposes to use, in particular products to be used on stone.

# **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.

5. 1. CONTRACT MANAGER AND CUSTOMER SERVICE

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

1) CONTRACTING AGENCY CONTACT(s)

a) The Contracting Agency’s designated manager(s)

|  |  |
| --- | --- |
| Bob Weathers  Grounds Superintendent  NC Department of Administration  Facility Management Division  Mobile: (919) 369- 8999  Office: (984) 236-0431  Email: bob.weathers@doa.nc.gov | Sara Joyce  Contract Technician  NC Department of Administration  Facility Management Division  Mobile: (919) 986-4197  Office: (984) 236-0407  Email: sara.joyce@doa.nc.gov |

b) Manager(s) duties and responsibilities on behalf of the Contracting Agency:

(1) Oversees all matters pertaining to vendor performance and requirements.

(2) Serves as the Vendor’s point of contact/liaison for all matters regarding the agreement.

(3) Responsible for monitoring agreement schedule and deliverables.

(4) Responsible for approving Vendor invoicing for payments.

2) VENDOR CONTACT

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

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

* 1. POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

* 1. CONTINUOUS IMPROVEMENT

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

* 1. 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 Manager.

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

* 1. TRANSITION ASSISTANCE

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

* 1. 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. Below is the link to the Department of Administration Vendor Complaint Policy and Procedures. www.ncadmin.nc.gov/businesses/fiscal-management

* 1. 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 through the contract administrator.

* 1. ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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

# ATTACHMENT A: PRICING

A. For evaluation purposes, cost analysis will be determined using the Vendors proposed labor rates for each item listed using eight (8) hours of Standard Rate and eight (8) hours of Emergency Services Rates.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Routine Rate |  | Emergency/After hours Rate |
| Supervisor Labor Rate |  | $ Per Hour |  | $ Per Hour |
| Pressure Washing Crew Labor Rate  (i.e., 2 technician crew) |  | $ Per Hour |  | $ Per Hour |
| Specialized Labor Rate (i.e., repelling) |  | $ Per Hour |  | $ Per Hour |
| Ground Tech Labor Rate |  | $ Per Hour |  | $ Per Hour |

B. For evaluation purposes, cost analysis will be determined using the Vendors proposed lift charge rates for each item listed using a Standard Daily Rate

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Routine Rate |  | Emergency Rate |
| Scissor Lift Charge |  | $ Per Day |  | $ Per Day |
| Stick Boom Lift (60’) |  | $ Per Day |  | $ Per Day |

C. For evaluation purposes, cost analysis will be determined using the Vendors chemical cleaner charge rates for each item listed using a Standard Rate per Gallon

|  |  |  |
| --- | --- | --- |
|  |  | Routine Rate |
| Graffiti Removal Chemical Cleaner |  | $ Per Gal |
| Restoration Detergent per Gallon |  | $ Per Gal |