

STATE OF NORTH CAROLINA

Department of Administration

Request for Proposal #: 13-DOA1940901972

Janitorial Services – Court of Appeals and Justice Buildings

Date of Issue: January 28, 2026

Proposal Opening Date: February 9, 2026

At 2:00PM ET

Direct all inquiries concerning this RFP to:

Lisa Campbell

Procurement Specialist

Email: Lisa.campbell@doa.nc.gov

Phone: 984-236-0085



STATE OF NORTH CAROLINA

Request for Proposal

13-DOA1940901972

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 <u>ALL</u> Inquiries regarding this RFP to the Procurement Lead through the Message Board in the Sourcing Tool. See section 2.6 for details.	Request for Proposal #: 13-DOA1940901972
	Proposals will be publicly opened: February 9, 2026 at 2:00 PM
Using Agency: Facility Management Division	Commodity No. and Description: 761100 – Cleaning and janitorial services
Requisition No.: 1940901972	

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** and the **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:		
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)

Contents

- 1.0 PURPOSE AND BACKGROUND5**
- 1.1 CONTRACT TERM5
- 2.0 GENERAL INFORMATION5**
- 2.1 REQUEST FOR PROPOSAL DOCUMENT5
- 2.2 E-PROCUREMENT FEE.....5
- 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS.....5
- 2.4 RFP SCHEDULE.....6
- 2.5 MANDATORY SITE VISIT6
- 2.6 PROPOSAL QUESTIONS.....7
- 2.7 PROPOSAL SUBMITTAL.....7
- 2.8 PROPOSAL CONTENTS.....8
- 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS9
- 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS9**
- 3.1 METHOD OF AWARD9
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....9
- 3.3 PROPOSAL EVALUATION PROCESS.....9
- 3.4 EVALUATION CRITERIA.....10
- 3.5 PERFORMANCE OUTSIDE THE UNITED STATES.....11
- 3.6 INTERPRETATION OF TERMS AND PHRASES11
- 4.0 REQUIREMENTS..... 11**
- 4.1 PRICING11
- 4.2 FINANCIAL STABILITY.....11
- 4.3 HUB PARTICIPATION.....12
- 4.4 VENDOR EXPERIENCE12
- 4.5 WORKPLAN AND EQUIPMENT INVENTORY LIST.....12
- 4.6 REFERENCES12
- 4.7 BACKGROUND CHECKS.....13
- 4.7.1 GENERAL INFORMATION.....13
- 4.7.2 BACKGROUND CHECK REQUIREMENTS.....13
- 4.7.3 BACKGROUND CHECK LIMITATIONS.....14
- 4.7.4 DOCUMENT REQUIREMENTS.....14
- 4.7.5 VENDOR BACKGROUND CHECK AGREEMENT15
- 4.8 PERSONNEL.....15
- 4.9 VENDOR’S REPRESENTATIONS.....15
- 4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION15

4.11 SUBCONTRACTORS..... 15

4.12 SECRETRY OF STATE REGISTRATION..... 15

5.0 SPECIFICATIONS AND SCOPE OF WORK 16

5.1 OBJECTIVE..... 16

5.2 BUILDING SPECIFICATIONS..... 16

5.3 SPECIAL REQUIREMENTS..... 17

5.4 VENDOR REQUIREMENTS AND STAFFING..... 17

5.4.1 VENDOR REQUIREMENTS..... 17

5.4.2 SERVICE AND STAFFING REQUIREMENTS 17

5.4.3 BADGING AND KEYS 18

5.4.4 SAFETY..... 19

5.4.5 DRESS CODE..... 19

5.4.6 RULES OF CONDUCT 20

5.5 CLEANING AND MAINTENANCE DUTIES..... 20

5.5.1 SCHEDULED GENERAL CLEANING DUTIES..... 20

5.5.2 UNSCHEDULED GENERAL CLEANING DUTIES..... 23

5.6 EQUIPMENT AND SUPPLIES 23

5.7 BUILDING MAINTENANCE..... 24

5.8 PERFORMANCE..... 25

5.9 DEFAULT AND PENALTIES..... 26

5.10 SPECIAL PROVISIONS..... 27

6.0 CONTRACT ADMINISTRATION..... 27

6.1 CONTACT INFORMATION..... 27

6.2 POST AWARD MEETINGS 28

6.3 INVOICES..... 28

6.4 CONTINUOUS IMPROVEMENT 29

6.5 ACCEPTANCE OF WORK..... 29

6.6 TRANSITION ASSISTANCE 29

6.7 DISPUTE RESOLUTION 29

6.8 CONTRACT CHANGES 29

6.9 ATTACHMENTS 29

ATTACHMENT A: PRICING 30

APPENDIX A: INSPECTION REPORT CHECKLIST 31

ATTACHMENT H: PERFORMANCE GUARANTEE..... 33

1.0 PURPOSE AND BACKGROUND

The Department of Administration (NCDOA), Facility Management Division (Contracting Agency) is responsible for providing efficient, healthy, and safe janitorial service for State buildings. Therefore, with this RFP, the Contracting Agency is seeking proposals from experienced, qualified Vendors to provide janitorial services in a professional and workmanlike manner, in strict and complete compliance with the specifications and subject to the terms and conditions herein specified for the Court of Appeals Building located at 1 West Morgan Street, Raleigh, NC. and the Justice Building located at 2 East Morgan Street, Raleigh NC. The Contracting Agency (Facility Management Division) shall perform the administration of the contract.

The intent of this solicitation is to award an Agency Specific Term Contract. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on March 1, 2026. The Vendor shall have completed all background checks, badging requirements, and begin work under the Contract on this Effective Date.

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 thirty (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.

2.0 GENERAL INFORMATION

2.1 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.

2.2 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>.

2.3 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.

2.4 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	January 28, 2026
Hold Mandatory Site Visit	State	February 3, 2026 @ 10AM
Submit Written Questions	Vendor	February 4, 2026 @ 2PM
Provide Response to Questions	State	February 5, 2026
Submit Proposals	Vendor	February 9, 2026 @ 2PM
Contract Award	State	February 20, 2026
Contract Effective Date	Vendor	March 1, 2026

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 February 9, 2026 @ 2PM

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/29877636542734?p=qeUUJTyRo1COUgoGgb>

Meeting ID: 298 776 365 427 34

Passcode: ED7fW74C

[Need help?](#) | [System reference](#)

Dial in by phone

+1 984-204-1487,,275747302# United States, Raleigh

[Find a local number](#)

Phone conference ID: 275 747 302#

2.5 MANDATORY SITE VISIT

Date: February 3, 2026
 Time: 10:00 AM Eastern Time
 Location: Court of Appeals
 3rd Floor Conference Room
 1 West Morgan Street
 Raleigh, NC 27607

Contact #: Sara Joyce at 919-986-4197

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly and check in with front desk reception. 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 PROPOSAL 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 PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this 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 RFP. Vendors must stay for the duration of the site visit. No allowance will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

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 RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 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-DOA1940901972 – 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.

2.7 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.

2.8 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:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP: 4.4 VENDOR EXPERIENCE, 4.5 WORK PLAN, 4.7.5 VENDOR BACKGROUND CHECK AGREEMENT, 4.12 SOS REGISTRATION
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: PERFORMANCE GUARANTEE

2.9 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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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 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.

3.2 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 COMMUNICATIONS 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 procurement lead 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 procurement lead 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.

3.3 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>, 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.

3.4 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:

Work Plan

Pass/Fail – Evaluation of Work plan meets requirements as listed in 4.4 WORK PLAN

Technical (60 Maximum Points)

Vendor Experience (30 Maximum Points) – The Evaluation of Vendor’s Response to section 4.3 VENDOR EXPERIENCE

Vendor Past Performance (30 Maximum Points) – The Evaluation of Vendor’s past documented performance and Reference Checks using Vendor’s response to Section 4.6 REFERENCES

Price (40 Maximum Points)

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

Total Evaluation Cost will be calculated using Vendor’s response to Attachment A: Pricing Form:

Total Annual Cost listed under A. SCHEDULED GENERAL CLEANING DUTIES +
 1000 square feet for each of the per square foot rates under B. UNSCHEDULED GENERAL CLEANING DUTIES +
 20 hours of service for each of the per hour/per person rates under C. EMERGENCY/SPECIAL CLEAN-UP

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

$$40 \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

3.5 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:

- 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

3.6 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.

4.0 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.

4.1 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 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.

4.2 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.

4.3 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.

4.4 VENDOR EXPERIENCE

Vendor's response to this section will be used in evaluation as listed in Section 3.4. In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. The Vendor shall provide a WRITTEN SUMMARY of the company/corporation, including when the firm was established, the location of its corporate headquarters, the number of current employees, the types of facilities serviced, current volume (Square Footage) of space per building being cleaned, and similar contracts held over the past three (3) years. The State may check all public sources to determine whether the Vendor has listed all contracts for similar work within the designated period. If the State determines that the list is incomplete or inaccurate and similar contracts were not listed, the State may contact the entities to make inquiry into the Vendor's performance of those contracts and the information obtained may be considered as "Reference" information. **The Vendor must have cleaned a building at an approximate minimum of 62,083.5sq. ft. (75% of the total net square footage of the subject State building (10,000 sf)).**

4.5 WORKPLAN AND EQUIPMENT INVENTORY LIST

In its proposal, the Vendor shall submit a WRITTEN WORK PLAN in response to Section 5, TO INCLUDE THE FOLLOWING:

- a) Description of the method and routine for how the Vendor proposes to clean the building.
- b) The personnel to be assigned during the day shift, the personnel to be assigned during the evening shift, the designated Shift Supervisors and Managers, and their associated tasks and work schedule (to include lunch/dinner/break times). Note: All staff do not have to be hired at time of proposal submittal; however, Vendor shall assign duties based on position.
- c) Equipment Inventory List shall include list of equipment to be in the building during the duration of the contract for general cleaning, a list of equipment for Emergency Services per Section 5.4 (A), and an equipment list for Major Maintenance (floors and deep clean of restrooms). Vendors should note if owned, rented, or sub-contracted.
- d) Proposed Major Maintenance schedule for floor maintenance and deep cleaning of restrooms shall accompany the Work Plan. Vendor shall submit any subcontractors and contact information of subcontractors that will be used for major maintenance services.

The Work Plan will be used in contract management and monitoring. Failure to provide the requested Work Plan will be cause for disqualification of the Vendor's bid.

4.6 REFERENCES

Vendor shall upload to the Sourcing Tool 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. Vendor shall include any NC State Agency contracts where Vendor has performed similar janitorial services. DOA contacts and contracts should not be used as a reference, as the agency is looking for documented performance by the Vendor for contracts other than the documented past performance on DOA awarded contracts. The State shall 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 shall be considered in the evaluation of the Proposal per section 3.4.

4.7 BACKGROUND CHECKS

4.7.1 GENERAL INFORMATION

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, 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.

The following requirements must be met:

- a) 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 the Contract Administrator 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 awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator 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.
- 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) 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.

4.7.2 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 proposal herein, or provide a statement that there are none.

4.7.3 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 has 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 Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, 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.

4.7.4 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.

4.7.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract. In addition, Vendor agrees to any additional background check requirements specific to the Government Agency and Building that is subject of this RFP.

YES NO

4.8 PERSONNEL

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

4.9 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 d escribed in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.11 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.12 SECRETRY OF STATE REGISTRATION

Upon notification of award, the selected Vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead. Failure to provide proof of registration will result in the removal as a selected

Vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State:

YES NO

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 OBJECTIVE

To provide complete and efficient janitorial/custodial services, as described herein. Prospective Vendor will provide daily cleaning, including all necessary labor, supervision, equipment, daytime personnel, and night shift personnel to keep the subject building(s) respectfully clean and properly supplied. The areas to be cleaned consist of offices, conference rooms, restrooms, hallways, stairwells, corridors, porches, decks, ancillary space, and storage areas. Vendors are solicited to submit a cost proposal for services alone, excluding consumable supplies. Vendor will be required to provide sufficient labor hours, equipment, and materials to complete all requirements as listed in this contract to a passing level as determined by the Contracting Agency.

5.2 BUILDING SPECIFICATIONS

Building Name:	Court of Appeals
Building Location:	1 West Morgan Street Raleigh, NC
Building Hours of Operation:	7:30 am – 6:00 pm
Net Sq Ft:	34,439
Floors:	5
Stairways:	2
Rest Rooms:	10 (including two (2) showers)
Elevators:	2
Carpet Sq Ft:	65% approximately 22,255 sq ft
Hard Floor Surfaces Sq Ft:	35% approximately 11,984 sq ft

Building Name:	Justice Building
Building Location:	2 East Morgan Street Raleigh, NC
Building Hours of Operation:	7:30 am – 6:00 pm
Net Sq Ft:	48,539
Floors:	6
Stairways:	3

Rest Rooms:	34 (including two (2) showers)
Elevators:	2
Carpet Sq Ft:	70% approximately 33,977 sq ft
Hard Floor Surfaces Sq Ft:	30% approximately 14,462 sq ft

5.3 SPECIAL REQUIREMENTS

The terms in conditions included in the Special Requirements section of this contract shall supersede requirements in referenced sections.

1. Protocol - Until formally notified by the Contract Administrator, the Vendor agrees to:
 - a) Adhere to any building specific, North Carolina State Agency, or CDC policies or requirements.

2. Staffing: See Section 5.5.2. Required staff to perform designated janitorial services in the building:
 - 7:30 am – 4:30 pm - Monday through Friday – One (1) staff in each building
 - 11:00 am – 7:00 pm - Monday through Friday – One (1) staff in each building
 - 5:00 pm – 11:00 pm - Monday through Friday – Two (2) staff in each building

5.4 VENDOR REQUIREMENTS AND STAFFING

The Vendor agrees to be responsible for and shall provide general supervision of all employees and subcontractor employees working under this agreement. The Vendor is required to ensure all employees assigned to perform on this contract conduct themselves in a professional manner, by using appropriate language, being of good integrity and character.

5.4.1 VENDOR REQUIREMENTS

1. Office Location

- a) The Vendor must maintain a management office within a thirty (30) minute drive from the building location (Raleigh, North Carolina). Location of staff and response personnel must be within a thirty (30) minute drive from the building location (Raleigh, North Carolina).

2. Subcontractor – Reference section 4.11 SUBCONTRACTORS

- a) The normal day-to-day cleaning cannot be subcontracted and must be performed by employees of the Vendor.
- b) Unscheduled Cleaning Duties cannot be subcontracted and must be performed by employees of the Vendor.
- c) The major maintenance portions of the contract may be subcontracted by the Vendor.

3. Background Check

- a) Vendor agrees to section 4.7BACKGROUND CHECKS of this RFP.

5.4.2 SERVICE AND STAFFING REQUIREMENTS

A. Schedule of Performance

The Daily General Cleaning Duties of the Daytime Personnel, for this contract, will be performed between the hours of 7: 30 AM and 5:00 PM. The exact hours to be worked and times will be coordinated with the Contract Manager.

The Daily General Cleaning for Evening Personnel nightly cleaning duties, for this contract, will be performed between the hours of 5:00 PM and 11:00 PM. The exact hours to be worked and the times will be coordinated with the Contract Manager.

B. Staffing Requirements

1. Daytime Service

- a) Number of required staff to perform daily daytime janitorial services: **one (1) porter per building, 7:30 am – 5:00 pm**

one (1) porter per building, 11:00 am – 7:00 pm

- b) Required Daytime Staff to perform designated janitorial services in the building: 7:30 am – 5:00 pm, Monday through Friday.
- c) When a scheduled daytime staff fails to arrive at the work location, the Vendor will be required to provide a replacement daytime person within one (1) hour of notification of the absentee.
- d) The daytime staff is considered separate from and is not to be used, during daytime hours, to perform duties considered Daily Evening General Cleaning Duties.

2. Evening Service

- a) Number of required staff to perform daily evening janitorial services: **No less than two (2) required evening staff per building** to perform designated janitorial services in the building 5:00 pm – 11:00 pm daily, Monday through Friday.
- b) The evening staff is considered separate from and is not to be used to perform duties considered Daily Daytime General Cleaning Duties.

3. General Supervision

- a) The Vendor, to ensure proper onsite general supervision, shall designate one (1) of its employees, assigned to perform on this contract during day and night shifts, as their official on-site representative (i.e., Supervisor). Supervisory employees should have at least one (1) year of experience as a cleaning supervisor. The Supervisor will be responsible for having direct supervision of the Vendor's employees assigned to perform on this contract.
- b) The Supervisor must have the ability to communicate fluently in English and in the language of the other employees, if different from English. If no other staff member speaks English, then Supervisor must be on site.
- c) The Supervisor shall be the Vendor's representative, authorized to coordinate with the Contract Manager, and serving as the first line of resolution in work or occupant employee situations or concerns.

5.4.3 BADGING AND KEYS**1. Badge Issuance and Use**

Refer to Section 4.7 of this RFP for required background checks that must be performed before any Vendor employee can receive a State issued identification and access badge to work in State buildings.

- a) Prior to any new employee commencing work in State building(s) Vendor shall submit a request for badging to Contract Manager or designated representative on company letterhead to include new employee name, phone number, date of birth, and driver's license number. Facility Management will submit a work order to Security for badging. The Vendor employee is responsible for arranging badging appointment and for badge pick up. Unless otherwise instructed, all badges are issued at the DOA – Security Office located at the Phillips Building – 109 E North St, Raleigh, NC 27601.
- b) Vendor employees shall visibly display the State issued identification and access badge(s) at all times while working in State buildings.
- c) Employee shall use only the State issued identification and access badge(s) assigned to them to access State building(s). Use of another employee's badge for access to any State building will result in a Vendor Warning or Vendor Complaint.
- d) Vendor shall notify Contract Manager of any lost or damaged badges. Facility Management will submit a work order for a replacement badge to be issued. The Vendor employee is responsible for picking up replacement badge at the Security Office located at the Phillips Building – 109 E North St, Raleigh, NC 27601. There is a \$6.00 fee for replacement badges which will be collected at time of issuance.

2. Badge Return and Termination of Use

- a) Vendor is required to notify Contract Manager via email of any employee resignation and last day access is required to perform services. Access badge must be returned to Contract Manager within twenty-four (24) hours of the last day of separated employee. Failure to comply will result in Vendor Warning or Vendor Complaint.
- b) Vendor is required to notify Contract Manager immediately via phone or email of any employee termination. Access badge of said employee must be returned to Contract Manager within twenty-four (24) hours. Failure to comply will result in Vendor Warning or Vendor Complaint.

3. Keys

1. Keys for entry to areas of the building that require them will be provided by Facility Management.
 - a) There is a \$100.00 charge for replacement keys and payment is due upon receipt of such key.
 - b) A charge of \$100.00 per key for keys lost or not returned will be required at the termination of the contract.

5.4.4 SAFETY**1. Required Safety Training**

- a) The Vendor must ensure the below listed training is provided to each employee assigned to State buildings and that said employee has successfully completed the training within thirty (30) days of the effective date of the contract or within thirty (30) days of a new employee's effective date. Each employee assigned to State Buildings must receive the following training on a yearly basis.
 - 1) Blood borne pathogens, per OSHA requirements & NC Admin Code 13NCAC 7C.0101 (a) (96)
 - 2) Hazard Communications
 - 3) Fire Extinguisher
 - 4) Personal Protective Equipment
 - 5) Asbestos and Mold Awareness
 - 6) Ladder Safety
 - 7) Fluorescent Lamp/Bulb Storage and Recycling
- b) Vendor shall provide Contracting Agency upon request with documentation (training certificates and/or rosters) that required safety for each employee has been completed. The Contracting Agency has the right to request that the Vendor terminate the contract and/or have the untrained employees removed from working in the building(s). It shall be breach of contract if the Vendor fails to comply with the training request.
- c) Vendor is responsible for all costs associated with training for employees.

2. Compliance

- a) The Vendor shall ensure all employees follow the manufacturer's instructions for proper product use of all cleaning and polishing supplies used on flooring, counter-tops and surfaces in the assigned building.
- b) The Vendor is to ensure all Safety Data Sheets (SDS), are made available and employees are aware of the SDS's use and purpose.
- c) The Vendor shall ensure all employees follow the established safety practices and utilize the appropriate Personal Protective Equipment (PPE) for any cleaning supplies being used.

5.4.5 DRESS CODE

The Vendor shall ensure all employees and subcontractors assigned to perform on this contract are clothed in attire that meets the specifications as defined in the contract. All Supervisory staff are responsible for correcting any unprofessional appearance by Vendor employees, up to and including sending the employee home to change clothes on their own time. Upon written request of the Contracting Agency to the Vendor, any Vendor employee who fails to abide by these or other rules established by the Department of Administration in this contract will be immediately terminated.

1. Attire

- a) Vendor shall provide Vendor employees with a distinct uniform shirt with Vendor's logo permanently affixed. (Minimum size of logo shall be 2" x 4"). Distinct uniform shirts shall be worn by employees anytime while on the building premises.
- b) Khakis or jeans (must be clean and free of rips, tears, and fraying; may not be excessively tight or revealing) are acceptable attire.
- c) Acceptable head gear shall baseball style brimmed hats with company logo or blank.
- d) Not considered acceptable include, camouflage, pants worn below the waist or hip line, shorts, logo clothing (sport teams, cartoon characters, etc.), other than company logo, sleeveless tops, halter tops or tank tops, sweatpants, athletic wear, leggings, tight, revealing or otherwise inappropriate clothing.

2. Footwear

- a) Vendor employees shall always wear appropriate protective footwear with rubber soles while performing services in State buildings to avoid any risk of injury from impacts, punctures, or electrical hazards.
- b) Not considered acceptable include open-toe shoes, crocs, flip flops.

5.4.6 RULES OF CONDUCT

1. Employees shall abide by all rules and regulations set forth by the North Carolina Department of Administration that affect the performance of the work. Employees shall not:

- a) Disturb any papers, boxes, or other materials except in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
- b) Open drawers, file cabinets, or use any telephone except public pay phones unless given specific prior approval by the Contracting Agency.
- c) Leave keys in doors or admit anyone in any building or office who is not a designated employee of the Vendor (i.e., children, relatives, friends, etc.); all doors, which were locked upon entry, will be immediately re-locked.
- d) Engage in idle or unnecessary conversation with State employees, other employees of the Vendor, tenants, or visitors to the building.
- e) Remove any articles or materials from the premises, regardless of their value or regardless of any employee's or tenant's permission. This is to include the contents of, or any item found in, trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose. Items identified as suitable for recycling are to be placed in appropriate recycling containers.
- f) Make or receive personal cell phone calls on the job except during authorized breaks and meal periods, and in the case of any emergency. No personal phone calls should be conducted in office workspace areas.

5.5 CLEANING AND MAINTENANCE DUTIES

5.5.1 SCHEDULED GENERAL CLEANING DUTIES

NOTE: If any types of routine janitorial duties have been inadvertently omitted, the contract is to be interpreted to include the same to be performed at an acceptable level.

A. DAILY GENERAL CLEANING DUTIES

1. Day Shift – General Cleaning Duties

Per Section 5.4.2 of the Contract, Daily Day Time General Cleaning is to be performed by the designated day porter(s) between the hours of 7:30 am and 5:00 pm. Evening Cleaning Duties should not be completed during the day shift by day porters. The primary responsibility for the day porters shall be to maintain and keep all building spaces neat and tidy by completing the following tasks throughout the shift.

- a) Clean and disinfect entrance doors to all areas on an ongoing basis throughout the day.
- b) Clean marks and handprints from doors, walls, and surfaces.
- c) Sweep outside entrances, porches, alleys, loading dock, (hose down, if necessary). All floors must be kept clean, dirt and trash free.
- d) Empty wastebaskets and remove trash to disposal area as needed throughout the building including exterior entrances.
- e) Wipe clean and polish elevator walls and doors, inside and out. Spot clean if necessary; clean and disinfect control panels inside each elevator and exterior panel on each floor on an ongoing basis throughout the day.
- f) Respond to spills, broken glass, and other messes as quickly as possible.
- g) Clean and disinfect conference rooms, empty trash, straighten after each meeting.
- h) Maintain a clean restroom, restock dispensers, empty trash as needed, clean, sanitize, shine fixtures, clean mirrors, spot clean partition doors and walls, countertops. Restrooms are required to be checked every two (2) hours during building operating hours. A checklist may be required.

- i) Clean and maintain breakroom(s) – wipe counters and tables, sweep floors, empty trash as needed, restock dispensers, spot clean as needed throughout the day.
- j) Monitor areas and report repairs that are required to Facility Management – Work Control Office, (919) 369-1137.
- k) Monitor areas for light bulbs/tubes that are out. Change as necessary and as requested. No light will be out of service for longer than forty-eight (48) hours.
- l) Replace batteries in all dispensers as needed.
- m) Respond to Work Orders issued by Work Control and perform such other emergency cleaning duties as may be directed by the Contract Manager.
- n) Stock and maintain janitorial closets/supply rooms in a clean and orderly manner.

2. Evening Shift– General Cleaning Duties

Per Section 5.4.2 of the Contract, Daily Evening General Cleaning is to be performed by the designated evening staff between the hours of 5:00 pm and 11:00 pm. Evening staff are not to begin Evening Cleaning Duties before 4:00 pm. The primary responsibility for the evening shift personnel shall be to clean the building spaces by completing the following tasks throughout the shift.

- a) Empty wastebaskets and remove trash to disposal area as needed throughout the building including exterior entrances (Wash if needed). Plastic liners may be used if cans are cleaned initially. Plastic liners must be changed twice a month or more often when needed. All collected trash must be taken to a designated compactor/container for the building daily.
- b) Collect and breakdown all cardboard boxes and appropriately deposit them in designated containers/area for recycling.
- c) Sweep and damp mop all uncarpeted floors and mats (including elevators, hall, office, and entrance areas). All floors must be kept clean, dirt and trash free. Spots or stains should be removed immediately.
- d) Sweep stairwells, landings, and wipe down handrails.
- e) Clean up trash, (paper, cigarettes, pigeon droppings) and sweep outside entrances, sidewalks, porches, loading dock, alleys, and driveways that are located under a portico or a portion of the roof (hose down and scrub if necessary). Empty ash urns and trash receptacles at outside entrances.
- f) Vacuum all carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Vacuum elevator door tracks.
- g) Dust all horizontal surfaces including chairs, file cabinets, bookshelves, ledges on walls, window ledges, partitions, and other surfaces upon request.
- h) Wash and dry standing plate glass doors and partitions.
- i) Clean and shine all chrome fixtures, including but not limited to, drinking fountains, handrails, elevator walls and control panels.
- j) Clean restrooms to include restock dispensers, empty trash (trash can liners in restrooms must be changed daily), clean sinks, sanitize and polish fixtures, clean mirrors, dust and/or wash all walls, partitions, ledges, grills, and clean partition doors and walls, sweep and wet mop tile floors with disinfectant cleaner or scrub with soap and water, clean/sanitize toilets, and urinals, and deodorize and disinfect all traps and drains.
- k) Monitor areas for light bulbs/tubes that are out. Change as necessary and as requested. No light will be out of service for longer than forty-eight (48) hours. The Vendor will not be required to replace personal lamp bulbs.

B. WEEKLY CLEANING DUTIES

1. Day Shift – Weekly Cleaning Duties

None specified.

2. Evening Shift – Weekly Cleaning Duties

Outlined duties shall be completed Thursday nights weekly.

- a) Restroom – dust the vents, wipe and polish the mirrors, brightwork, and faucets, disinfect flat surfaces, clean urinals and toilets in and out, remove watermarks and clean off the spots, scrub the countertops and sinks, sweep and then mop the floors.
- b) Vacuum upholstered chairs in common areas.
- c) Remove all spots from all carpet.
- d) Damp mop all stairs and landings; handrails, stringers, risers wiped clean with damp cloth.
- e) Damp mop all uncarpeted floors.
- f) Clean elevator tracks.

C. BI-MONTHLY CLEANING DUTIES

All bi-monthly duties are to be completed on the 2nd and 4th Friday of each month.

1. Day Shift – Bi-Monthly Cleaning Duties

None specified.

2. Evening Shift – Bi-Monthly Cleaning Duties

- a) Thoroughly sweep, dust and spray buff all tile, polish stone, and terrazzo floors.
- b) Wash and/or dust and spot clean all walls, woodwork, door frames, switch plates, ledges, fire extinguishers, and other areas exposed to dust, handprints, marks, and smudges.
- c) Dust all accessible blinds/shades and windowsills.
- d) Pour bucket of water in all floor drains in building to prevent dry trap and back flow of sewer gases.
- e) Vacuum all wall and ceiling vents for HVAC.
- f) Detail vacuum corners and edges.
- g) Clean accessible baseboards.

D. QUARTERLY, SEMI-ANNUAL AND ANNUAL MAJOR MAINTENANCE CLEANING DUTIES

General Cleaning Cost and Major Maintenance, to include Annual Special Floor Maintenance Cost and Annual Restroom Deep Cleaning Cost, are separate line items and should be billed by Vendor when work is completed.

All semi-annual and annual special cleaning shall be scheduled with the Contract Manager and will require the Vendor to provide a Proposed Schedule of Service. Said schedule will be provided in advance of services and will encompass the current terms services only. Any employees or subcontractors completing these tasks shall have previous experience performing these duties.

1. Floor Major Maintenance

The Vendor shall be responsible for professional cleaning of carpet and stripping, seal, wax, and buff, uncarpeted floors **once per year** according to industry standards and approval of Contracting Agency.

- a) The Vendor shall provide a Proposed Schedule of Service to be provided at a minimum of two (2) weeks in advance of services and will encompass the current terms services on a template provided by Contract Manager.
- b) The approximate floor space with carpet, tile, wood, and cement in the building is listed in the Building Data noted herein.
- c) The Vendor must provide a designated, on-site, responsible supervisor/shift leader at all times when any services are being performed under the terms of this contract. The supervisor/shift leader in charge must check and ensure that all work performed by the Vendor's employees is properly performed and acceptable.
- d) The Vendor shall notify the Contract Manager upon completion of major maintenance. The Contract Manager will then have the area inspected to determine that the services have been performed to an acceptable level.
- e) Floors are to be maintained throughout the year until the next major maintenance is performed.

2. Restroom Deep Clean

The Vendor shall be responsible for professional deep cleaning of all restrooms at a minimum **of one (1) time per year** according to industry standards and approval of Contracting Agency.

- a) The Vendor shall provide a Proposed Schedule of Service to be provided at a minimum of two (2) weeks in advance of services and will encompass the current terms services only.
- b) The number of restrooms in the building is listed in Section 5.2 Building Specifications, noted herein.
- c) The Vendor must provide a designated, on-site, responsible supervisor/shift leader at all times when any services are being performed under the terms of this contract. The supervisor/shift leader in charge must check and ensure that all work performed by the Vendor's employees is properly performed and acceptable.
- d) The Vendor shall notify the Contract Manager upon completion of major maintenance. The Contract Manager will then have the area inspected to determine that the services have been performed to an acceptable level.

5.5.2 UNSCHEDULED GENERAL CLEANING DUTIES

The Vendor is to include this cost per square foot for Special Request Cleaning Duties and Emergency Special Cleaning on Attachment A. Special Request Cleaning Duties are to be performed only upon request from the Contract Manager at the quoted rate.

A. SPECIAL REQUEST CLEANING

- 1. Vendor may be requested to clean designated areas after plumbing issues, spills, tenant requests, etc. that are not included in scheduled cleanings. The Contract Manager will contact the Vendor to request a quote and schedule. Payment to the Vendor will be made after completion and inspection of work request.
 - a) The Vendor is responsible for professional shampooing or steam cleaning carpet and stripping, sealing, waxing, and buffing uncarpeted floors on an as requested basis. All special request major floor maintenance will be performed on a per square foot basis.
 - b) The Vendor is responsible for the deep cleaning/Kaivac of restroom(s) on an as requested basis.
 - c) When required, the Contract Manager will notify the Vendor of the requirement and coordinate date(s) and time(s) for the service to be provided.
 - d) The Vendor must provide a designated, on-site, responsible supervisor/shift leader at all times when any services are being performed under the terms of this contract. The supervisor/shift leader in charge must check and ensure that all work performed by the Vendor's employees is properly performed and acceptable.
 - e) The Vendor must notify the Contract Manager upon completion of the requested requirements. The Contract Manager will then have the area inspected to determine that the service has been performed to an acceptable level.

B. EMERGENCY SPECIAL CLEAN UP SERVICES

- 1. Vendor may be requested to clean designated areas after plumbing issues, spills, tenant requests, etc. that are not included in scheduled cleanings. The Contract Manager will contact the Vendor to request a quote and schedule. Payment to the Vendor will be made after completion and inspection of work request.
 - a) The Vendor must respond to emergency requests within one (1) hour after contact from the Contract Manager or designated representative from Facility Management.
 - b) Vendor must own fans and wet vacuums and include in its work plan equipment list. The Vendor must provide necessary equipment to extract water from carpet and floors, to remove debris, trash, dirt, or mud resulting from leaks, floods, or overflows.
 - c) Emergency Special Clean Up Services may not be sub-contracted out.
 - d) Vendor must notify Contract Manager of any additional rental fees for additional equipment prior to acquiring equipment. Costs incurred for securing rental equipment without approval will be the responsibility of the Vendor.

5.6 EQUIPMENT AND SUPPLIES

A. EQUIPMENT

- 1. Daily Cleaning Required Equipment

- a) The Vendor shall furnish all necessary equipment and accessories (i.e., buckets, mops, carts,) necessary for professionally performing all work in the contract.

2. Emergency Special Clean Up Equipment

- a) In order to respond to Emergency Special Clean Up Service, Vendor is required to have a Pickup Vac or Wet Vac (also known as a wet vacuum designed to clean up liquid spills and wet debris, along with dry dust and dirt), and dry blower fans.
- b) If additional equipment is required, Vendor must notify Contract Manager prior to acquiring any rental equipment. Vendor is responsible for all costs incurred if Vendor fails to notify and receive approval to secure said rental equipment.

3. Major Maintenance Equipment

- a) Vendor shall furnish equipment for Major Maintenance to include an upright buffer machine, wet vacuum(s), dry blower fans, and a restroom grout/wall cleaning machine such as a Kaivac machine or similar.
- b) Vendor is responsible for all costs incurred if rental equipment is required for Major Maintenance work.
- c) The Vendor will reimburse losses to the Contracting Agency caused by inferior work quality, equipment, or materials.

B. SUPPLIES

1. Available Supplies in the Facility Management Warehouse

- a) Consumable supplies (i.e., light tubes and bulbs, toilet tissue, paper towels, restroom soaps, chemicals, deodorizers, cleaning supplies, batteries and trash can liners).
- b) Proper soaps, chemicals, deodorizers, and cleaning supplies as recommended by the flooring, countertop and surface manufacturer's products used in the building.

2. Supply Order

- a) The Vendor will submit consumable supply request(s) via email to the Facility Management Supply Warehouse (warehouse@doa.nc.gov) prior to 12:00PM the workday before the items are to be picked up. The Vendor will pick up the consumable supplies at the Facility Management Division Warehouse, located at 431 N. Salisbury Street, Raleigh, NC 27603. Vendor must pick up all requested supplies the next workday after a request is submitted during the hours of 8:00 AM - 12:00 PM and 1:00 PM - 4:00 PM only. Items not picked up on the scheduled date will be returned to the warehouse stock and a new request must be submitted.
- b) All supplies that are provided by Facility Management should always remain in the building where assigned.
- c) For supplies requiring a Safety Data Sheet (SDS), said SDS will be available from the warehouse and must be maintained in the Storage Closet of the building where the supplies are kept.

C. STORAGE

The Contracting Agency will provide the Vendor with sufficient storage space for equipment and materials.

- a) The Contracting Agency will provide security to protect the Vendor from loss of equipment and supplies through the normal security procedures in effect with the building.
- b) The Vendor shall keep all janitorial closets, storage rooms, and other space assigned to Vendor's use clean, orderly, and locked at all times. Any exceptions must have prior written approval from the Contracting Agency.

5.7 BUILDING MAINTENANCE

A. ROUTINE MAINTENANCE

1. Light Bulbs and Tube Replacement

- a) Vendor will be responsible for replacing light bulbs and tubes with like bulbs and tubes as needed from a 6, 8, 10, or 12-foot ladder (maximum 14-foot ceiling height). The Facility Management Electrical Shop will be responsible for all light bulbs, tubes, and fixtures not accessible from a 12-foot ladder (14+-foot ceiling height).
- b) The Vendor can designate certain personnel to change the light tubes or bulbs, however, the Vendor agrees that only properly trained staff will change light bulbs.

- c) Vendor shall notify Facility Management – Work Control Office, (919) 369-1137, of any outages that cannot be resolved either if ceiling height is 14+ foot ceiling or if replacement of bulb does not resolve the issue by either contacting Facility Management to enter Work Request or by noting on existing request issued “Height Restriction” or “Electrical Issue” when signing off on work request.
 - d) Vendor shall recycle and dispose of CFLs and other bulbs that contain mercury. Used bulbs should be stored in a manner and in containers that prevent them from breaking (i.e., their original boxes). Full boxes should be taped shut and delivered to the Facility Management Warehouse for recycling.
2. Battery Replacement
- a) Vendor will be responsible for replacing batteries in dispensers (i.e., paper, hand sanitizer, hand soap) as needed.
 - b) All used batteries that require recycling (i.e., rechargeable batteries) should be taken to the Facility Management Warehouse. Single use alkaline batteries can be disposed of in trash. To prevent any fire risk single use batteries should be collected in a container that will not cause a spark (cardboard box or plastic tub) and by taping 9-volt terminals before disposing.

B. WORK CONTROL SERVICE REQUESTS

Service Requests for janitorial services are issued through Facility Management – Work Control via email to the Vendor.

1. The Vendor shall take action to respond to and investigate all service requests that may arise during the hours of operation in the building the same working day complaint or request is received and corrected within twenty-four (24) hours, forty-eight (48) hours for light replacement.
2. Completed service requests must be submitted to Contract Manager or designated representative indicating action taken, name of person completing order, hours charged, completion date, and the Vendor’s signature verifying response time and completion of the order.

C. REPAIRS

The Vendor shall notify Contract Manager or directly to Facility Management-Work Control Office (919) 369-1137 of any item(s) which malfunctions and requires repair to include all dispensers, fixtures, and lighting which do not operate properly after bulb replacement.

5.8 PERFORMANCE

The Vendor must provide all services no less frequently than the schedule specified. Inspections and Compliance Checks of the building will be performed to ascertain whether the services, as outlined in the contract, are being satisfactorily provided.

A. ADJUSTMENT PERIOD

The Vendor shall be given a thirty (30) days adjustment period from the start date of the contract to bring the building up to acceptable janitorial standards. Inspections with a 'Failing Rating' during the first thirty (30) days of the contract period will not be counted against the Vendor nor counted in the cumulative total failings used for cancellation of contract.

B. INSPECTIONS

1. Unaccompanied Random Inspections
 - a) At a minimum, an inspection will be performed once per month and can be performed daily as needed. Unaccompanied Inspections are unannounced and made at the discretion of the Contracting Agency and will be conducted at any time, day, or night. (See Appendix A – Inspection Report Checklist).
 - b) The rated Inspection results and a Corrective Action Form will be emailed to the Vendor provided email address. A score of 80% or higher is considered Passing, 79% and below is considered Failing.
 - c) Vendor shall correct any noted deficiencies and return a signed Corrective Action Form via email to Facility Management – Housekeeping (fmd.house.keeping@doa.nc.gov) within twenty-four (24) hours confirming the deficiencies have been cured.

- d) Failure to perform corrective actions and submit signed Corrective Action Form in a timely manner or agreed upon time with Contract Manager will be considered a failed inspection.
- e) If the Corrective Action is signed and submitted as complete and Corrective Action follow-up inspection finds it was not, it will be considered a Failed Inspection.

2. Accompanied Inspections

- a) Accompanied Inspections are scheduled at the Contracting Agency's discretion and conducted with a Contracting Agency representative and a Vendor representative during normal business hours.
- b) Any janitorial issues reviewed during Accompanied Inspection shall be corrected within twenty-four (24) hours or at an agreed upon time.

3. Compliance Check

- a) Compliance Checks are unannounced and made at the discretion of the Contracting Agency at any time, day, or night.
- b) Compliance checks ensure Vendor is compliant with contract specifications regarding staffing, attire, etc.
- c) Any unbadged Vendor staff found in the building during the Compliance Check will result in an automatic Failed Inspection.

C. WORK CONTROL SERVICE REQUESTS

Service Requests for janitorial services are issued through Facility Management – Work Control via email to the Vendor.

- a) Vendor shall take action to respond to and investigate all complaint(s) and service requests that may arise during the hours of operation in the building the same working day complaint or request is received and corrected within twenty-four (24) hours.
- b) Any complaint/service request which cannot be corrected within twenty-four (24) hours, or which cannot be dealt with for reasons beyond the Vendor's control shall be specifically reported to the Contract Manager on the same day.
- c) Failure to respond to and cure work requests within twenty-four (24) hours will result in a Failed Inspection.

D. CORRECTIVE ACTIONS

1. Inspections - Upon receipt of Inspection, Vendor shall correct any noted deficiencies and return a signed Corrective Action Form via email to Facility Management – Housekeeping (fmd.house.keeping@doa.nc.gov) within twenty-four (24) hours confirming the deficiencies have been cured. Failure to perform corrective actions and/or submit a Corrective Action Form within twenty-four (24) hours or agreed upon time with Contract Manager will be considered a Failed Inspection.
2. Work Service Requests/Complaints - Within 24 hours (48 hours for light replacement) of receipt of service request/complaint, Vendor shall perform necessary actions to complete the requested service or take corrective action to cure the complaint. Vendor must submit completed service requests to Contract Manager or designated representative indicating action taken, name of person completing order, hours charged, completion date, and the Vendor's signature verifying response time and completion of the order. Failure to do so will be considered a Failed Inspection.
3. If Vendor fails to perform services as written, services may be obtained from within the Contracting Agency's own staff or from another available source without prior notice to the Vendor.

5.9 DEFAULT AND PENALTIES

A. CAUSE FOR DEFAULT

1. Vendor's failure to consistently provide passing services and adhere to the requirements as listed herein will be considered default. Please refer to NC-DOA Vendor Complaint Policy and Procedures. www.ncadmin.nc.gov/businesses/fiscal-management. It shall be considered as grounds for default and grounds for immediate termination if:
 - a) Vendor receives three (3) Formal Vendor Complaints over the life of a contract.
 - b) Vendor receives three (3) failing inspection ratings within the most recent six (6) month period.

- c) Vendor fails to follow the Contract Complaint Procedures defined in the contract and identified in the Formal Vendor Complaint.
2. Upon termination, the Vendor's Performance Guarantee in its entirety will be forfeited.
3. The Vendor will be liable for any damages due and for any excess costs of obtaining the services for the balance of the original contract period, or twelve (12) months, whichever is less.

5.10 SPECIAL PROVISIONS

A. PERFORMANCE GUARANTEE

A performance bond or other suitable performance guarantee will be required from the successful Vendor as provided by law and without expense to the Contracting Agency. See ATTACHMENT H: PERFORMANCE GUARANTEE for options on providing Performance Guarantee.

1. Monies will be deducted from monthly billings (10% of Daily Cleaning Monthly for three (3) months and 5% the following nine (9) months. If no contract defaults exist, all monies collected will be returned at the conclusion of the completed contract.
2. In the event of default by the Vendor:
 - a) Vendor will forfeit all Performance Guarantee monies.
 - b) The Contracting Agency may procure the services from other sources and hold the Vendor responsible for excess cost occasioned through the default.

B. ENERGY CLAUSE

If mandatory conservation measures are applied to State Facilities, the Vendor will be expected to alter his work schedule and work procedures as required for compliance.

C. UTILITIES

The Contracting Agency will provide the Vendor with all normal utilities necessary for performing this contract (electricity, lights, water, etc.). Upon written request from the Contracting Agency, the Vendor will comply with all energy conservation requirements initiated by the State Government.

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 CONTACT INFORMATION

A. CONTRACTING AGENCY CONTACT INFORMATION

The State has designated the following roles and responsibilities to the individuals listed below for this contract once awarded:

1. **PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.

Lisa Campbell, lisa.campbell@doa.nc.gov, 984-236-0085

2. **CONTRACT MANAGER:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract. Department of Administration Fiscal Management Purchasing Office – 984-236-0070
3. **CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

The Contract Manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	Sara Joyce, DOA – Facility Management, Contract Manager
Office Phone:	984-236-0407
Mobile Phone:	919-986-4197
Email:	sara.joyce@doa.nc.gov
Mailing Address	1313 Mail Service Center, Raleigh, NC 27699-1313
Physical Address:	431 North Salisbury Street, Raleigh, NC 27603

B. VENDOR CONTACT INFORMATION

1. The Vendor shall be required to designate and make available to the State a customer service contact.
 - a) The Vendor shall provide the Contract Manager with a current local office location (address), a business office number, 24-hour emergency contact number, cell phone number(s) for Owner, Supervisors, and Day Porters, and email address where communications are to be sent. The vendor shall notify the Contract Administration within twenty-four (24) hours of any changes in contact information.
 - b. The Vendor or a responsible management official of the firm shall always respond within one (1) hour after telephone contact from the contract manager.

Vendor Customer Service Point of Contact	
Name:	
Office Phone:	
Mobile Phone:	
Email:	
Mailing Address	
Physical Address:	

6.2 POST AWARD MEETINGS

1. The Vendor, at the request of the State, shall be required to meet at a designated schedule as set by the Contracting Agency with the State for Performance Review meetings. The purpose of these meetings will be to review project progress, 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.
2. Vendor shall notify Contract Manager if Vendor is unable to attend in a timely manner at which time an alternate date and time for meeting may be scheduled. Failure to notify the Contract Manager of absence will result in a Vendor Warning. Three (3) undocumented absences during the term of contract may result in a Vendor Complaint.

6.3 INVOICES

- a) The Vendor must submit one monthly invoice via email to the Contract Manager.
- 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](#)
Vendor Electronic Payment Form – [Electronic Payment Form | NC OSC](#)
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.

6.4 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.

6.5 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.

6.6 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 (6) 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.

6.7 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

6.8 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.

6.9 ATTACHMENTS

Attachment A: Pricing and Attachment and H: Performance Guarantee are below within this solicitation document. 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.

ATTACHMENT A: PRICING

The Vendor will be required to provide sufficient labor hours, equipment, and materials to complete all requirements as listed in this contract to a passing level as determined by the Contracting Agency.

A. SCHEDULED GENERAL CLEANING DUTIES

Court of Appeals

	Frequency	Per			Total
General Cleaning Cost	Monthly	\$ /per month	x	12 =	\$
Major Maintenance – Floors	Annual	\$	x	1 =	\$
Major Maintenance – Restroom Deep Clean	Annual	\$	x	1 =	\$

Total Annual Cost Court of Appeals: \$

Justice Building Costs

	Frequency	Per			Total
General Cleaning Cost	Monthly	\$ /per month	x	12 =	\$
Major Maintenance – Floors	Annual	\$	x	1 =	\$
Major Maintenance – Restroom Deep Clean	Annual	\$	x	1 =	\$

Total Annual Cost Justice Building: \$

Total Annual Cost - Scheduled General Cleaning Duties for Court of Appeals/Justice:

B. UNSCHEDULED GENERAL CLEANING DUTIES

Dry clean, shampoo or steam-clean carpet, as requested	\$	Per Square Foot
Strip, seal, wax, and buff tile and terrazzo floors as requested	\$	Per Square Foot
Kaivac / Hot Steam Clean / Disinfection	\$	Per Square Foot


C. EMERGENCY SERVICES/SPECIAL CLEAN-UP

When special or unusual conditions not covered by the specifications warrant such action, the Contracting Agency may call upon the Vendor to perform additional or supplemental services. No guarantee of any hours is made, services will only be as required and requested by the Contract Manager. Labor and equipment will be furnished under these requirements.

Emergency Services		
Vendor must respond to emergency requests within one (1) hour	\$	Per Hour/Per Person
Special Cleaning		
Requested cleaning that is not included in Scheduled cleanings	\$	Per Hour/Per Person

THIS PAGE MUST BE COMPLETED IN ITS ENTIRETY AND INCLUDED IN YOUR PROPOSAL IN ORDER FOR PROPOSAL TO BE CONSIDERED.

APPENDIX A: INSPECTION REPORT CHECKLIST

																				
FACILITY MANAGEMENT INSPECTION REPORT CHECKLIST																				
		BUILDING:							DATE:											
		VENDOR:							INSPECTOR:											
		B	G	1	2	3	4	5	6	7	8	9	10	11	12	13	14			
Possible Score Per Floor:		85	76	72	72	72	72	72	72	72	62	62	62	62	62	62	62	100		
Per Floor Score:		85	76	72	72	72	72	72	72	72	62	62	62	62	62	62	62	100		
Per Floor Grade %:		100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100			
Building Average Score:		100	PASS								Scoring: Percentage of 80% or less = FAIL 81%+ = PASS									
EXTERIOR		Max Points	B	G	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
1 Doors		1		1															100%	
2 Entrance - Exterior		2		2															100%	
3 Trash Cans		1		1															100%	
				100%															3	100%
ENTRANCE - MAIN LOBBY		Max Points	B	G	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
4 Detailing		2		2															100%	
5 Floor - Carpet/Tile/Other		5		5															100%	
6 Horizontal Surfaces		3		3															100%	
7 Security Desk		1		1															100%	
8 Window/Door Sills		2		2															100%	
				100%															5	100%
COMMON AREAS		Max Points	B	G	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
9 Detailing		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%	
10 Elevator Door/Tracks		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	67%	
11 Floor - Carpet/Tile/Other		5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	100%	
12 Horizontal Surfaces		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	60%	
13 Trash Cans / Liners		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	100%	
14 Water Fountains		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	67%	
15 Window/Door Sills		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	67%	
			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	25	100%
OFFICE / WORK AREAS		Max Points	B	G	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
16 Detailing		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%	
17 Floor - Carpet/Tile/Other		5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	100%	
18 Horizontal Surfaces		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	100%	
19 Partitions		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%	
20 Trash Cans / Liners		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	100%	
21 Window/Door Sills		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%	
			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	15	100%
RESTROOMS		Max Points	B	G	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
22 Basins		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	100%	
23 Commodes/Urinals		5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	100%	
24 Detailing		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%	
25 Floor		5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	100%	
26 Partitions		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	100%	
27 Supplies (Soap & Paper)		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	100%	
28 Trash Cans / Liners		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%	
			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	25	100%

	Max Points	B	G	1	2	3	4	5	6	7	8	9	10	11	12	13	14			
BREAK ROOMS																				
29 Basin	2	2																100%		
30 Detailing	2	2																100%		
31 Floor - Carpet/Tile/Other	5	5																100%		
32 Horizontal Surfaces	3	3																100%		
33 Trash Cans / Liners	2	2																100%		
34 Supplies	2	2																100%		
35 Window/Door Sills	2	2																100%		
		100%																	10	100%
ELEVATORS (7)																				
36 Floor	5			5	5	5	5	5	5	5								100%		
37 Walls/Polished Metal	5			5	5	5	5	5	5	5								100%		
				100%	100%	100%	100%	100%	100%	100%									10	100%
STAIRWAYS																				
38 Steps/Landings	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	100%		
39 Walls/Railings	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	100%		
		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		5	100%
LOADING DOCK (S)																				
40 Dock	5	5																100%		
		100%																	2	100%
DEFINITIONS:																				
Exterior Entrance:		Area outside entrance doors and undercovering																		
Entrance - Main Lobby:		First impression area; Area immediately inside entrance on mainfloor																		
Common Area:		Elevator lobbies, halls,																		
Office / Work Areas:		Offices and partitioned areas, conference rooms,																		
Break Rooms:		Rooms built out as break rooms.																		
Elevators:		Interior of elevators																		
Stairways:		Emergency stairways																		

ATTACHMENT H: PERFORMANCE GUARANTEE

This attachment must be signed and returned with the proposal.

Vendor shall select one option below to be associated to the contract.

- The face amount of the performance bond shall equal one-third of the Vendor’s annual cleaning cost and will remain in force for the duration of the contract, including extensions. The bond must be delivered to the Office of Fiscal Management-Purchasing Section within fifteen (15) days after written notification of award. Failure to deliver a bona fide bond within the above-specified time will be cause for immediate cancellation of contract award. In lieu of the above, the Vendor may elect to provide one of the following as a performance guarantee.
- For the first three (3) months of the contract, the Vendor agrees to invoice the Contracting Agency ten (10) percent less than the amount of the monthly invoice, and for the next nine (9) months of the contract, the Vendor agrees to invoice the Contracting Agency five (5) percent less than the amount of the monthly invoice. **This amount will be refunded by the Contracting Agency along with final payment at the end of this contract. However, in case of default, the Vendor forfeits Performance Bond and this amount shall be used to obtain these services from another source.**
- Within fifteen (15) days after notification of award, the Vendor may submit a cashier's check or money order made payable to the Contracting Agency in the amount of six (6) percent of the annual contract price. **This amount will be refunded by the Contracting Agency along with final payment at the end of this contract. However, in case of default, the Vendor forfeits Performance Bond and this amount shall be used to obtain these services from another source.**

Vendor acknowledges that in the event of default of the contract, Vendor will forfeit all Performance Guarantee monies.

Signature

Date

Printed Name

Title

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

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