



# **STATE OF NORTH CAROLINA**

**State Highway Patrol**

**Invitation for Bid #: 51-IFB-2093009396-HMM**

**NCSHP TROOP H HEADQUARTERS CLEANING SERVICES – MONROE NC**

**Date Issued: May 6, 2026**

**Bid Opening Date: May 21, 2026**

**At 2:00 PM ET**

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

Heather Melton

Procurement Specialist III

Email: [heather.melton@ncshp.gov](mailto:heather.melton@ncshp.gov)



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**51-IFB-2093009396-HMM**

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For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

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Vendor Name

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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://evp.nc.gov/SignIn>

**STATE OF NORTH CAROLINA**  
**Division of NC STATE HIGHWAY PATROL**

<b>Refer <u>ALL</u> Inquiries regarding this IFB to: The Procurement Lead through the Message Board in the Sourcing Tool. See section 2.4 for details. Heather Melton</b>	<b>Invitation for Bids # 51-IFB-2093009396-HMM</b>
	<b>Bids will be publicly opened: May 21, 2026 @ 2:00 pm et</b>
<b>Using Agency: State Highway Patrol</b>	<b>Commodity No. and Description: 761115 General building and office cleaning and maintenance service</b>
<b>Requisition No.: RQ266468</b>	

**EXECUTION**

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies it 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 Contract; 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 bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's 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 below**. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot 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:	E-MAIL:

Vendor: \_\_\_\_\_

**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 in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
**(Authorized Representative of NC State Highway Patrol)**

Vendor: \_\_\_\_\_

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Vendor: \_\_\_\_\_

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to provide all-inclusive janitorial service with daily, weekly, monthly, and quarterly cleaning, as well as major maintenance services for the North Carolina State Highway Patrol.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”).

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.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

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

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

#### 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://eprourement.nc.gov/training/vendor-training>.

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

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues or exceptions regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Vendor: \_\_\_\_\_

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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

**2.4 IFB SCHEDULE**

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

Event	Responsibility	Date and Time
Issue IFB	State	May 6, 2026, 2026
Mandatory Site Visit		May 14, 2026 @ 11:00 am et
Submit Written Questions	Vendor	May 18, 2026
Provide Responses to Questions	State	May 19, 2026
Submit Bids	Vendor	May 21, 2026 @ 2:00 pm et <b>Microsoft Teams meeting</b> <b>Join:</b> <a href="https://teams.microsoft.com/meet/26193840988038?p=IAcV83UgJzpgLxQHT2">https://teams.microsoft.com/meet/26193840988038?p=IAcV83UgJzpgLxQHT2</a> Meeting ID: 261 938 409 880 38 Passcode: BS35DE3G  <a href="#">Need help?   System reference</a> <b>Dial in by phone</b> <a href="#">+1 469-676-9404,,17057635#</a> United States, Northlake <a href="#">Find a local number</a> Phone conference ID: 170 576 35# For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a>
Contract Award	State	TBD

**2.5 MANDATORY SITE VISIT**

- Date: May 14, 2026
- Time: 11:00 AM ET
- Location: 2206 Fowler Secrest Road, Monroe, NC. 28110
- Contact: Martha Clements or Captain William Winchester
- Phone: (984) -349-6680 or (704) 283-8559

**Instructions:** It shall be MANDATORY that each Vendor representative be present for a pre-bid site May 14, 2026 @ at 2206 Fowler Secrest Road, Monroe, NC. 28110. Attendees shall meet promptly at 11:00 am ET. All attendees must sign in upon arrival and clearly indicate the prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

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

Vendor: \_\_\_\_\_

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

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

## 2.6 BID QUESTIONS

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

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 IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 51-IFB-2093009396-HMM– Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB 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 IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.7 BID SUBMITTAL

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

Vendor's bids 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 responses 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

Vendor: \_\_\_\_\_

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 Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

## 2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB 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 bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response: Section 4.10 Secretary of State Registration; 6.1 Contract Manager
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS
- j) ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY
- k) ATTACHMENT J: EQUIPMENT AND SUPPLIES

## 2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # 51-2093009396-HMM [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

### **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

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

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

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subVendors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

#### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be

Vendor: \_\_\_\_\_

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

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

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

Upon completion of the evaluation process, 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 IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

### 3.4 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

### 4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, 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.

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

#### 4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted

Vendor: \_\_\_\_\_

documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

#### **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 the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

#### **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 Vendors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subVendors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.4 REFERENCES**

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

#### **4.5 BACKGROUND CHECK**

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, subVendors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

Due to the contract requirements of cleaning secured and non-public accessible areas, the State Highway Patrol requires a criminal background check on vendors and all personnel who will be working in a state facility.

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.

Vendor: \_\_\_\_\_

- 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 subVendors 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.**

The criminal check shall be current (within the last ninety (90) days) and 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 check information shall be first thoroughly reviewed by the Vendor and then sent to NC Highway Patrol Logistics Unit and the onsite Contract Coordinator upon award for review and approval. Out of state searches shall be required for persons living in the state of NC for less than seven (7) years.

Background checks shall be from reputable companies. Twenty-four (24) hours prior to performing work under this contract and when a new employee or individual is identified or brought in by the Vendor for introduction, the Vendor shall provide the onsite Contract Coordinator with criminal background checks. The coordinator shall review the documents and inform the Vendor as soon as possible if the prospective worker will be permitted to perform work under this contract.

Persons without approved criminal background checks shall be turned away and not allowed to work in the buildings until proper documentation is submitted and approved.

Required documentation shall include:

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.

Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Drivers License.

A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal check submitted. All documentation shall be submitted at the same time. Faxed documentation is acceptable with a cover sheet showing the company name and telephone number, individual sending the letter or fax, signed and dated. All documents are to be clear and legible.

Background checks consisting of:

Original unaltered criminal check from the organization providing the background check.

Background checks should include the background check provider's company name, company mailing address, and contact phone numbers.

The full name of the individual, which matches the government issued photo ID.

The current address of individual being checked.

The date the background check search was conducted.

Any individual, representing the contracting company, shall not be allowed to work in buildings occupied by State Government employees if he/she:

- has ever 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.
- has been convicted of any criminal felony or misdemeanor during the last seven (7) years.
- at any time has an outstanding warrant or a pending criminal court case.

Vendor: \_\_\_\_\_

- at any time has current habitual traffic related problems.

The NC State Highway Patrol reserves the right to do a periodic background check on the owners of the company and all employees of said company that may be providing janitorial services.

**4.5 VENDOR’S REPRESENTATIONS**

If Vendor’s bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.6 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 Vendor under this Contract and shall be responsible for the performance and payment of all subVendor(s) that may be approved by the State. Names of any third-party Vendors or subVendors 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 subVendor(s).

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

**4.7 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

**4.8 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restrictions;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

Vendor: \_\_\_\_\_

**4.9 SUBVENDORS**

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 subVendors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subVendor(s) and shall assure compliance with all the requirements and specifications of the contract.

**4.10 SECRETARY OF STATE REGISTRATION**

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the 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 has registered with the North Carolina Secretary of State: Yes  No

**4.11 SUSTAINIBILITY EFFORTS**

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product’s environmental/sustainability attributes, packaging and recycling of spent products.

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

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The areas to be cleaned consist of offices, classrooms, corridors, vestibules, porches, restrooms, janitorial closet, breakrooms and other areas within the building.

**WORK LOCATION AND BUILDING DATA**

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Location:	Highway Patrol Troop H Headquarters 2206 Fowler Secrest Road Monroe, NC 28110
County:	Union
Communications Ctr Hours:	24/7
Number of Buildings:	2
Total Gross Area:	22,070 Sq. Ft.
Net Cleanable Area:	6,500 Sq. Ft.

**Building 1 – Troop H Headquarters Office Building:**

Number of Stories:	1
Total Population:	66
Population During Working Hours:	18

Vendor: \_\_\_\_\_

Overnight Population:	10
Additional Population:	38
(Employees based at location, but using building only occasionally)	
Gross Area:	8,070 Sq. Ft.
Net Cleanable Area:	5,903 Sq. Ft.
Total Carpet Area:	3,155 Sq. Ft.
Total Tiled Area:	2,748 Sq. Ft.
Restrooms:	2 Male, 2 Female 1 Unisex
Offices:	12
Total Office Area, Carpet:	2,012 Sq. Ft.
Total Office Area, Tile:	0 Sq. Ft.
Hallways/Lobby Area (Tile):	1,258 Sq. Ft.
Janitor Closets:	1
Classroom (Tile):	948 Sq. Ft.
Breakroom (Carpet):	240 Sq. Ft.
Kitchen (Tile):	152 Sq. Ft.
Communications Center (Carpet):	903 Sq. Ft.

**Building 2 – Troop H Garages:**

Number of Stories:	1
Population:	11
Gross Area:	14,000 Sq. Ft.
Net Cleanable Area:	597 Sq. Ft.
Total Carpet Area:	0 Sq. Ft.
Total Tiled Area:	597 Sq. Ft.
Restrooms:	1 Male 0 Female 1 Unisex
Offices:	3
Total Office Area, Tile:	315 Sq. Ft.
Janitor Closet:	0
Kitchen (Tile):	105 Sq. Ft.

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

*Mechanical rooms, storage rooms, and evidence rooms are not to be cleaned and will always remain locked.*

## SECURITY

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### BUILDING SECURITY LOG:

All persons representing the Vendor shall individually sign in and out on the monthly security log upon beginning and ending each day's work shift. Signing in and out at the same time is not acceptable. Days not signed on the log by the cleaning employees shall not be paid unless the Contract Coordinator or Vendor can verify that cleaning was done.

### KEYS:

- 1) Keys are not to be duplicated by the Vendors, subVendors and any personnel of their respective companies; all keys shall be signed for and issued through the Contract Coordinator.
- 2) The Vendor shall within twenty-four (24) hours after termination of a person inform the Contract Coordinator that the officer, employee, worker, subVendor or subVendor's employee has been terminated. The Vendor shall collect all keys, and/or keycards upon termination of an employee and return such items to the Contract Coordinator within this twenty-four (24) hour period when possible.
- 3) No deposits shall be required; however, issuance and recall of keys and/or keycards shall be at the discretion of the Contract Coordinator. No keys/keycards shall be issued to janitorial Vendors, subVendors and any personnel of their respective companies without the approved information, i.e. criminal background checks. After approval, the coordinator shall arrange for the issuance of necessary keys/keycards.
- 4) Lost keys or keycards must be reported to the building Contract Coordinator immediately. The coordinator shall then arrange to have a new key or keycard issued. The Vendor shall be responsible for the cost of any keys and/or lock replacements. There shall be a \$10.00 charge per key for replacement of interior door keys, dispenser keys and keycards.
- 5) At the end of the contract, all keys and keycards shall be collected by the Vendor and turned in to the Contract Coordinator the last effective date of the contract. The final invoice for this contract shall not be paid until all the keys and/or keycards are returned and any charges for those not returned have been collected.

### IDENTITY REQUIREMENTS:

All individuals representing the Vendor, including subVendors, shall wear a picture identification badge and a keycard (where there is controlled access) visible and above the waist while on the premises.

In cases where the Vendor, Vendor's cleaning employee(s), staff personnel, or supervisor is not wearing their picture ID badge or is wearing offensive apparel he/she shall be turned away from cleaning the building until that person returns in appropriate clothing and picture ID badge. The Vendor shall be contacted and informed of this incident. (A standard fee of the General Cleaning Cost per day shall be deducted from the Vendor's monthly payment if the building(s) or site(s) are not cleaned that day.)

## PERSONNEL

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### PERFORMANCE/PERSONAL CONDUCT POLICY:

The Vendor agrees to be responsible for and shall provide general supervision of all its employees working under the contract. Upon written request of the State Highway Patrol, any Vendor or its personnel who fails to abide by the rules herein may be immediately removed from Highway Patrol property and replaced. Further, Vendor shall supervise its employees and ensure that work times and breaks are in accordance with the state and federal labor laws.

A copy of these requirements shall be posted in the janitorial closet where the cleaning personnel can readily see it.

1. Vendor's employees shall not open drawers, cabinet doors or file cabinets.
2. Vendor's employees shall not use any of the Highway Patrol's office equipment, including but not limited to telephones, copy machines, fax machines, scanners, or any other office machines, without the express permission of the Contract Coordinator.
3. Vendor's employees shall not disturb any papers, boxes, or other materials except those in trash receptacles or designated areas for trash or unless such material is properly identified as "trash".

Vendor: \_\_\_\_\_

4. Vendor's employees shall not remove nor dispose of any paper, article or materials from any work area or the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of, or any items found in, trash or recycling containers in or around the premises. Trash and recyclable items are to be placed in dumpsters or containers designated for that purpose.
5. Under no circumstances shall Vendor or Vendor's employees ask for donations from or attempt to sell goods or services to State Highway Patrol employees or conduct any other form of solicitation. Failure to comply with this requirement may result in removal from Highway Patrol premises.
6. Vendors and their employees shall immediately report any occurrences of property loss, damage, false alarms, or visits from police or fire personnel to the contract coordinator. The Vendor shall report any such incidents or damage within twenty-four (24) hours to the Contract Coordinator in writing, specifying the location, the extent of the damage and detailing the event.
7. The Vendor shall assume liability and be financially responsible for the cost of any damages or fines which are caused by the Vendor, any representative, their employees, subVendors and/or any unauthorized person(s) the Vendor, subVendor or their cleaning personnel allow into the building.
8. The Vendor or their insurer shall reimburse the contracting agency or owner of damaged or stolen property for such damage or loss within thirty (30) days after a written claim is submitted or the amount shall be deducted from the Vendor's outstanding payments.
9. Communication devices shall be set to vibrate or emit a very low sound to avoid disrupting State Highway Patrol employees or the public. Use of such equipment except for performing janitorial duties shall be limited to areas where State Highway Patrol employees or the public cannot hear conversations.
10. Vendor's employees shall not leave keys in doors or unsecured places, allow anyone to accompany them, or admit anyone into any building or office without prior approval of the Contract Coordinator. All doors, which were locked upon entry, shall be immediately re-locked. Leaving exterior doors or lockable windows unsecured shall be ground for a warning letter and/or shall lead to default of the contract.
11. Information relating to the security and operation of the premises is protected and not to be discussed with anyone except employees working directly with the Vendor. Breach of the security of the building shall be cause for a warning letter and/or shall lead to default of the contract.
12. Vendor's employees shall not clean, unplug, or move copy machines under any circumstances. Employees shall not clean, unplug, or move other office machines without the permission of the Contract Coordinator or the personnel occupying the space.
13. Vendor's employees shall not engage in idle or excessive conversation with State Highway Patrol employees, other employees of the Vendor/subVendor, tenants, or visitors to the building.
14. Vendors, subVendors and all personnel of their respective companies shall not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto any State property for any reason.
15. Vendors, subVendors and all personnel of their respective companies shall conduct themselves in a professional manner and observe proper business ethics while on State property. Anyone using profanity or threatening language shall be asked to leave the premises. Vendors shall receive a warning letter for use of profanity or unprofessional behavior.

**COMPLAINT PROCEDURES:**

The Vendor shall investigate all reported complaints, both major and minor, during the same working day. The Vendor shall correct all complaints and supply special requests for services within a twenty-four (24) hour period. Any complaints which cannot be corrected or supplied during the same working day or which cannot be corrected for reasons beyond the Vendor's control shall be specifically reported to the Contract Coordinator.

Failure of the Vendor to correct complaints presented in writing by the Contract Coordinator in a timely manner and to the satisfaction of the contracting agency, shall be considered unsatisfactory service.

**COMMUNICATIONS CENTER**

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This contract includes cleaning services for a Highway Patrol Communications Center which handles confidential and secure data. Admittance to the Communications Center is at the discretion of the Center Supervisor. Any violations of these rules may result in the immediate removal of Vendor employees from the premises and may be cause for holding the Vendor in default.

Vendor: \_\_\_\_\_

1. Vendor employees must notify the Center Supervisor or Shift Supervisor upon entering the Communications Center. However, the contract employee must not disturb or distract a Supervisor who appears to be busy with Center business and may need to return at a later time.
2. At no time will any employee or representative of the Vendor attempt to access ANY information handled by the Communications Center, including, but not limited to, gazing at monitors or screens, peering over Telecommunicators' shoulders, reading printed materials, or eavesdropping on Telecommunicator calls or conversations.
3. Vendor employees shall not attempt to engage Telecommunicators in conversation or distract Telecommunicators in any way.
4. Vendor employees must have permission from the Center Supervisor or Shift Supervisor before vacuuming inside the Communications Center to avoid disturbing Center business during busy times. It may not be possible to vacuum inside the Communications Center at regular intervals or every week.
5. The Communications Center kitchen is accessible from the main hallway and may be entered without permission.
6. The Communications Center restroom is accessible only from inside the Center, requiring permission before entering.

## REQUIREMENTS

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### WORK SCHEDULE:

General Daily Cleaning for this contract shall be done between the hours of 8:00 AM and 4:30 PM, Monday through Friday. Major Maintenance services shall be conducted after normal hours during weekday evening and/or weekends. No cleaning is to be done on State Holidays. The Vendor shall provide the manpower to accomplish all of the required cleaning tasks defined in the contract at the specified intervals within the hours stated above. In addition, a supervisor is required to be present during Major Maintenance.

### MANPOWER REQUIREMENTS:

**A minimum of Two and One-Half (2.5) man-hours per day is required for this location.** The man-hours per day are required for General Daily Cleaning and do not include man-hours needed for Major Maintenance.

### TRAINING:

The Vendor shall be exclusively responsible for training/instructing employees in security, performance, and personal conduct policies. When the Vendor hires a new employee, the Vendor or a responsible representative of the company shall meet the new employee at the location and personally tour the facilities with the new employee and shall introduce any new employee to the Contract Coordinator. The new employee shall be instructed as to the contract requirements and policies. At this initial meeting, the employee shall show his/her government-issued ID to the Contract Coordinator. The ID shall match the name and criminal check already submitted as further proof of identity. The Contract Coordinator is to make a copy of these documents to be filed with the criminal check for that person.

The Vendor shall train their employees and subVendors on security procedures and on how to lock and unlock the buildings he/she works in.

16. The Vendor shall also instruct their employees which door to enter and exit from the beginning and be trained on the proper usage of Key Badges where required.
17. The Vendor shall perform initial and ongoing training of their janitorial supervisory employees, subVendors, and all personnel of their respective companies and their staff in proper handling of Bloodborne Pathogens OSHA– 29 CFR 1910.1030 and use appropriate procedures when blood and/or any other type of body fluids are involved.
18. Employees must be trained before starting janitorial services.

### EQUIPMENT AND SUPPLIES:

The Vendor shall furnish all materials, equipment and supplies, adequate in quantity and of a commercial quality necessary for professionally performing all work in this contract. All equipment shall be in good working order capable of being used as originally intended.

Any equipment (such as dispensers) requiring installation shall be installed by the contracting agency personnel.

Vendor: \_\_\_\_\_

The Vendor shall reimburse any losses to the State caused by lack of supplies. If the Vendor refuses to pay the cost, the amount shall be deducted from the Vendor's next invoice. If there are 2 days without supplies in any given 30-day period then a warning letter shall be issued.

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

1. A notebook/ring binder containing all of the MSDS sheets shall be kept in the storage area where the chemicals reside. The notebook shall be labeled MSDS on the front and side and shall state the company's name. The MSDS sheets should match the chemicals in that location as well as those used during cleaning.
2. Only commercial quality cleaning supplies are to be used. All disinfectants shall be EPA registered (Topic D List) and approved as effective against all Bloodborne Pathogens, including Hepatitis B and HIV. Bleach of any type, or any pine oil type products are not to be used. Manufacturers' directions on refilling of bottles shall be followed. All containers, applicators, and bottles shall be labeled with the product contained therein. Powdered cleanser with bleach is allowed (ex: Ajax or Comet powdered cleanser).
3. Vacuum cleaners shall be commercial quality and be fitted with a HEPA filter capable of removing 98% or more of particulates as small as 0.3 microns. Vacuum cleaners shall have attachments to be used for dusting. Vacuum cleaners shall remain on site. HEPA Vacuum cleaner filters shall be replaced no less than twice a year. The replacement date (month/year) shall be written on the filter.
4. Hand soap foam dispensers shall be provided by the Vendor and included in their cost. Hand soap must be foam antibacterial or foam antimicrobial soap. Hand soap used for refillable soap dispensers must state so on the primary container. Hand soap dispensers must not be allowed to leak. A minimum of one (1) hand soap dispenser is required in all restrooms.
5. Deodorizer dispensers shall be provided by the Vendor and included in their cost. Deodorizers shall have the ability to release their product twenty-four (24) hrs a day, seven (7) days a week. The deodorizer must be a pleasant odor and shall be certified for commercial use. The Vendor must provide batteries to all new and existing dispensers. The Vendor must also provide deodorizer refills that fit the existing dispensers. There is to be at a minimum of one (1) deodorizer dispenser in all restrooms. The date installed is to be written on every new deodorizer can.
6. Paper products should be white and best quality.
7. Toilet seat covers and dispensers shall be provided by the Vendor and included in their cost. A minimum one (1) toilet seat cover dispenser is required in all restrooms.
8. "Wet Floor" signs shall be furnished by the Vendor and displayed visible to traffic anytime a floor is wet. They shall be collected when the floor is dry and stored in the proper location.
9. Protective clothing shall be furnished by the Vendor to all their employees to perform their job. Exposure Controls/Personal Protection normally identified on Material Safety Data Sheets will be followed and enforced.
10. Any hand soap, deodorizer, or toilet seat cover dispensers that are missing or broken are to be replaced in a timely manner.
11. All supplies and equipment are to be kept in designated storage locations as specified by the Contract Coordinator. The contracting agency shall provide the Vendor with reasonable storage space for supplies and equipment. The Vendor shall not use any other spaces to store equipment or supplies other than those assigned by the Contract Coordinator.
12. The contracting agency shall also provide reasonable security to protect the Vendor from loss of equipment and supplies. The contracting agency is not responsible for loss or damage to the Vendor's supplies or equipment due to the Vendor's negligence or factors beyond the agency's control. Storage space shall not be provided for equipment or supplies not directly related to services for this location. Storage space will not be provided for equipment or supplies related to major maintenance services.
13. The Vendor shall keep all janitorial closets, storage rooms and other spaces assigned for the Vendor's use clean and orderly and, if possible, locked at all times. Mops and mop buckets are to be left clean when not in use. Sinks used by the janitorial employee(s) for cleaning purposes are to be kept clean.
14. Sufficient supplies of toilet paper, paper towels, toilet seat covers, soap and deodorizers shall be left in the restrooms for use by overnight staff each night and weekend and over holidays.

Vendor: \_\_\_\_\_

15. At the termination of this contract sufficient amounts of toilet paper, paper towels, toilet seat covers, soap and deodorizers shall be left in the restrooms to last at least a week. Installed dispensers for soap, deodorizer, and toilet seat covers remain the property of the State Highway Patrol after termination of the contract.

### **HAZARDOUS SUBSTANCE AND/OR OIL SPILLS:**

Vendor shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or petroleum spills caused by the Vendor, their personnel, or subVendors. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the department. While on department premises, the Vendor shall comply with all Local, State, and Federal requirements for the proper handling of hazardous substances and/or petroleum.

### **INITIAL WALK THROUGH:**

Vendor shall list all unrepairable damaged areas of carpet and linoleum by room number or name and provide this to the Contract Coordinator during the first week of the contract.

### **CONTRACT SERVICE SPECIFICATIONS**

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#### **GENERAL CLEANING – DAILY, WEEKLY, MONTHLY, AND QUARTERLY:**

Employees of the Vendor shall perform General Cleaning duties. These services are not to be subcontracted. All cleaning shall meet the approval of the Contract Coordinator. The Vendor shall provide the following services no less frequently than the schedule specified.

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

#### **ITEMS 1 THROUGH 5 IN THIS SECTION SHALL BE POSTED IN A LOCATION VISIBLE TO ALL CLEANING PERSONNEL.**

##### **1) Daily Cleaning:**

- a) Empty all interior and all exterior trashcans, including those at the entrances and gas pump areas; wipe clean all trashcans with damp cloth as needed (wash if needed). Change liners daily on all external trashcans and as needed on interior trashcans to maintain cleanliness and eliminate odors. Any interior trashcans containing anything wet are to have the liners replaced.
- b) Collect all items marked with the word "TRASH". Place recyclable items in their appropriate containers. Trash is to be placed in trash collection containers. Break down all cardboard and place it in the cardboard compactor or dumpster (if available). Pick up all discarded materials lying on the ground next to the trash or recycle containers. If a box is not labeled "TRASH" and there is a question, ask the building personnel before discarding it.
- c) Clean and sanitize all water fountains. Those with drip trays are to be emptied and cleaned. Stainless steel types are to be cleaned with stainless steel cleaner/polish.
- d) Sweep/vacuum all floors in common use and heavy traffic areas, including hallways, break rooms, and kitchens. Remove spots, stains, embedded debris, loose paper, pins, clips and other trash, including under any mats. Entrance mats are to be swept or vacuumed daily and spots removed.
- e) Spot wash and dry, interior and exterior of all standing plate glass doors and windows including Entrance areas, glass surfaces, and glass partitions. Exterior cleaning of glass is required only where accessible without a ladder, except during Major Maintenance.

##### **2) Daily Restroom Maintenance:**

- a) Personnel shall wear disposable rubber gloves when cleaning the restrooms.
- b) Replenish all restroom supplies including toilet paper, toilet seat covers, hand soap, paper towels, deodorizers, and any other required supplies. The Vendor shall furnish sufficient quantities in the restrooms to last all day, including replenishment during the day, as necessary.
- c) Sweep floors. Wet mop or scrub with soap and water using disinfectant cleaner in order to keep the floors clean and sanitary.
- d) Deodorize, wash, and disinfect all traps, drains, toilets, toilet seats, urinals, sinks, counter tops, dispensers and all chrome surfaces including, but not limited to, doorknobs, handles, hand plates, stainless steel shelving, cabinets,

Vendor: \_\_\_\_\_

mirrors, and exposed sink drains. Floor drains shall have enough sanitizer poured into them to be clearly seen.

Disinfectants used shall be those listed on the EPA register.

- e) Empty all trash. Trashcans are to be cleaned as needed. Plastic liners shall be changed daily.

**3) Weekly Services:**

- a) Vacuum all other cleared carpeted areas and all mats that are not vacuumed daily, removing and cleaning all mats before vacuuming the carpet.
- b) Remove all spots, stains, embedded debris, loose paper, pins, clips and other trash from all carpet and any other types of flooring.
- c) Vacuum all carpeted pickup mats. Non-carpeted entrance mats are to be taken outside, beaten to remove dirt and then brought inside and damp mopped.
- d) Wash all walls, ledges, grills, and partitions in restrooms; use disinfectants.
- e) Clean and polish all stainless steel, brass, and chrome fixtures including stanchions for corded off areas.
- f) Sweep and damp mop all uncarpeted floors. Place appropriate warning signs such as "Wet Floor". Janitorial closets are to be cleaned, swept, and mopped at this time.
- g) Sweep outside entrances and porches.
- h) Deodorize, wash, and disinfect all kitchen sinks and counter tops. Disinfectants used shall be those listed on the EPA register.

**4) Monthly Services:**

- a) Wash and sanitize the inside and outside of all trash cans (if needed).
- b) Remove dust using a vacuum cleaner or duster, as appropriate, and then wash all visible horizontal surfaces seven (7) feet or below that are cleared to include, but not limited to, furniture, cubicle partition tops, ledges on walls, window ledges/sills and other horizontal surface areas. Remove all cobwebs in interior and exterior of the building including the inside of the window frames.
- c) Clean and disinfect all doorknobs, push plates, pulls, exit devices and other hardware.
- d) Restore the shine to all tile, linoleum, or VCT floors. Floors should maintain a glossy appearance.
- e) Clean all air grills and returns. This is to include all fixed or moveable louvers and vents on or in doors and headers.
- f) Sweep outside entrances, walls, soffits, walkways, and porches (hose down as necessary). Clean all walkways and sidewalks of stuck-on or embedded debris. Clean any handrails. Remove all cobwebs on exterior of buildings.

**5) Quarterly Services:**

- a) Spot clean all walls and doors (interior and exterior) including, but not limited to: kick plates, thresholds, doorjambs, baseboards and moldings.
- b) Dust and clean all light switches, fire extinguishers and all cleared horizontal surfaces below seven (7) feet in height.
- c) Remove dust, trash, and dead insects from all window blinds and windowsills.

**MAJOR MAINTENANCE SERVICES:**

All Major Maintenance Services shall be performed within the first ninety (90) days of the contracted period. All Major Maintenance is to be scheduled and submitted in writing to the Contract Coordinator one (1) week prior to the start of the work.

All Major Maintenance shall be completed within three (3) weeks from the time the Major Maintenance begins unless otherwise agreed to by the Contract Coordinator and the Vendor.

Major Maintenance Services shall be completed one (1) time per year; however, the contracting agency does not guarantee this quantity. Additional floor/carpet services may be required upon request by the Contract Coordinator. The Major Maintenance prices shall be used to determine the cost of these services unless it is a partial floor/carpet service.

On weekdays, Major Maintenance work shall only be performed starting after regular working hours until 11:00 PM. On weekends, it shall be done during the hours of 7:00 AM to 11:00 PM. Any exceptions to Major Maintenance working hours must be requested in writing and approved by the Contract Coordinator. A supervisor is required to be onsite when the Major Maintenance Floor Services and Carpet Services are performed.

All Major Maintenance items completed are to be submitted in writing as soon as completed for the inspection and approval of the Contract Coordinator. Invoices for Major Maintenance can be submitted as soon as services are completed and approved by the Contract Coordinator. They do not have to be invoiced with general cleaning.

Vendor: \_\_\_\_\_

The Vendor shall be held financially responsible for damage to agency-owned equipment, furnishings, network or other cables, or other agency-owned property while performing these Major Maintenance Services.

Major Maintenance Services include the following:

**1) Interior Windows Service:**

- a) Completely wash, using a brush, cloth or squeegee, and dry all interior glass including partitions and skylights.
- b) Clean window frames, doorframes, and sills.
- c) All glass is to be clean and smudge free after cleaning.

**2) Exterior Windows Service including storefront entrances:**

- a) Completely wash, using a brush, cloth or squeegee, and dry all exterior glass.
- b) Clean window frames, doorframes, and sills.
- c) All glass is to be clean and smudge free after cleaning.
- d) Any additional equipment such as ladders and safety equipment are to be supplied by the Vendor.

**3) Floor Service – General Information**

- The Vendor shall be liable for any damage to floors, floor coverings, walls, ceilings or any other devices caused by use of their products or improper use of any cleaning equipment.
- The Vendor is responsible for scheduling the floor service with the Contract Coordinator. Agency personnel will have personal belonging stowed off the floor, but Vendor is responsible for moving chairs, wastebaskets, small tables, and other moveable furnishings to do the service, and moving the same small furnishings back to the original location after the service. File cabinets, computer/electronic equipment, copiers, and desks are not to be moved. All furniture shall remain inside the building at all times. When working on any floors, warning signs shall be placed in locations visible to all personnel.
- Acid or bleach is not to be used on any floors except when cleaning grouted ceramic tile.
- All floor finishes are to be guaranteed for 6 months. The luster is to be restored at proper intervals.
- Before attempting any restoration processes on extremely soiled floors consult with the Contract Administrator or Contract Coordinator.

**a) Tile, Linoleum, and Vinyl Composite Tile (VCT) Flooring:**

- (1) Do not put floor finish on linoleum or VCT that has a factory gloss finish on it.
- (2) Completely sweep; remove any debris stuck to the floor before beginning the stripping and finishing process.
- (3) Apply stripper to remove all old floor finish according to the manufacturers' recommendation. Use a scrubber and/or hand scrapers to totally remove all old floor finish. Remove all stripper residues and allow the floor to completely dry before applying any floor finish. If all the old floor finish is not removed repeat this step.
- (4) Unglazed Tile, Linoleum, or VCT Flooring is to have three (3) coats of commercial floor finish containing a minimum of 25% acrylic (solids) with slip resistant qualities. Heavy traffic areas may require additional coats of floor finish. All floor finishes shall be satin.
- (5) Apply the floor finish according to the manufacturer's recommendation. Floor finish shall be completely dry before applying the next coat.
- (6) The applicators used to apply floor finish shall be used exclusively for applying floor finish and for no other purpose.
- (7) After applying the final coat of floor finish the floor shall have a glossy appearance with no embedded hair, debris, discolored areas, footprints or air bubbles. There are to be no swirls in the floor finish.
- (8) Floor services shall include removing stains, spots, dirt, stripper splatter, or floor finish splatter from the walls, baseboards, framework, doors, and furniture.
- (9) The floor finish is to be completely dry before placing furniture or any other items back on the floor.

**b) Carpet Service:**

- (1) Steam clean, hot water extraction (2000 F minimum) all carpets including all State provided mats.
- (2) All mats on carpets shall be removed and cleaned before any cleaning of carpets.
- (3) Carpet Extractors must have a smart circuit locator that automatically locates separate lines to prevent overloading circuits.
- (4) Cleaning of personal carpets shall be the responsibility of the owner.
- (5) The bonnet method of carpet cleaning shall not be used for Major Maintenance.

Vendor: \_\_\_\_\_

- (6) If carpets have spots, the Vendor shall be required to use special cleaning solutions and procedures to restore the carpet to an acceptable condition. Carpet spots identified as tar, gum, food coloring or any other unusual substance shall be cleaned with an appropriate solution. All solutions are to be tested in inconspicuous areas before use on rest of carpet. It is recommended that the Vendor review and update list all unrepairable damaged areas of carpet and linoleum and provide update to the Contract Coordinator prior to performing major maintenance services.
- (7) Vendors are liable for all damage done to carpets by vendor or vendor’s employees or subvendor due to negligence, recklessness, misuse of equipment, or other reasonably foreseeable fault of performance, regardless of carpeting age
- (8) Unless otherwise noted in the Contract, the Vendor shall comply with carpet manufacturer’s maintenance and cleaning requirements for vacuuming, spot removal, pile lifting and cleaning for the carpet installed at each facility.

**c) Window Blinds Service:**

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

**ADDITIONAL REQUIREMENTS:**

When special or unusual conditions arise, such as leaks, spills, or other conditions not covered by the contract requirements , the Vendor may be called upon during normal State business hours for additional or supplemental services. The Contract Administrator must approve these services. The vendor has the right to refuse requests that would exceed their capabilities or pose an unreasonable hazard to the vendor or vendor’s employees.

Areas, which have had furniture, equipment, cartons or carpet removed shall be cleaned under separate agreement at the quoted for Partial floor and/or Partial Carpet per square foot rate. These areas are to be brought up to the same level of cleanliness and appearance as the surrounding or adjacent areas.

**6.0 CONTRACT ADMINISTRATION**

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

**6.1 CONTRACT MANAGER AND EMERGENCY POINT OF CONTACTS**

The Vendor shall designate and make available to the State a single point of contact for contract-related issues and issues concerning performance, progress review, scheduling and any service required.

This must be completed upon bid submission.

<b>Vendor Contractual Point of Contact:</b>	
Name:	
Street:	
City, State, Zip:	
Email:	
Phone (Office):	
Phone (Cell):	
<b>NC SHP Contract Coordinators (On-Site):</b>	<b>NC SHP Contract Administrator:</b>
Name: Captain William Winchester	Name: Gene Golden

Vendor: \_\_\_\_\_

Email: william.winchester@ncshp.gov	Email: eugene.golden@ncshp.gov
Phone: 704-283-8559	Phone: 984-349-6047
Name: Martha Clements	
Email: martha.clements@ncshp.gov	
Phone: 984-349-6680	

**6.2 CONTINUOUS IMPROVEMENT**

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

**6.3 INVOICES**

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Item Descriptions, Price, Quantity, Unit of Measure.

The Vendor shall submit a monthly invoice to the Contract Administrator. Invoices shall be made out to “NC State Highway Patrol” and reflect the current purchase order number, service location, and a unique invoice number. The company name and current remittance address shall be reflected on the invoices. Invoices shall also reflect the Month of Service (May, June, etc.), Description of service, Unit Cost and Total Cost.

To ensure prompt payment, any change of company name or address should be reported immediately to the Contract Administrator.

Services not required in this contract shall not be invoiced. Partial carpet and partial tile shall be invoiced only for the exact amount of square footage cleaned with the minimum being 100 square feet.

Payment to the Vendor for services rendered during the previous month shall be made within thirty (30) days after receipt of a correct invoice approved by the Contract Administrator. The payment process starts when the NC State Highway Patrol Logistics Unit receives a correct invoice. Payment may be withheld for disputed items until such time as the dispute is resolved.

If the Vendor does not provide an expected full day's service for a required state business day, the Vendor's next invoice shall be reduced for a full day labor rate. The supply rate shall be paid for a no service day if sufficient supplies have been provided for that day’s needs.

**6.4 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

Vendor: \_\_\_\_\_

cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.5 PRICE ADJUSTMENTS**

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

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

## **6.6 CONTRACT CHANGES**

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

## **6.7 ATTACHMENTS**

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

Vendor: \_\_\_\_\_

**ATTACHMENT A: PRICING FORM**

Vendor shall furnish all necessary parts, labor, transportation, equipment, tools, materials and supplies as may be required to provide janitorial services in accordance with the terms and conditions and specifications fully incorporated herein.

The Vendor shall include pricing for all line items in the tables below. If a line item’s price is included in another line item place “Included” in the extended price column and not the item number it is included under. If bidding an item with no charge, place “N/C” in the unit price and extended price columns.

**Table 1 – General Cleaning:**

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

**Table 2 – Major Maintenance:** It is anticipated, but not guaranteed, that Major Maintenance Services will be performed once per year unless otherwise requested by the NC Highway Patrol Contract Administrator or On-Site Coordinator.

ITEM #	QTY	UOM	DESCRIPTION	PRICE PER SERVICE	EXTENDED PRICE
1	1	EACH	Interior Glass Services	\$ _____	\$ _____
2	1	EACH	Exterior Glass Services	\$ _____	\$ _____
3	1	EACH	Floor Cleaning Services	\$ _____	\$ _____
4	1	EACH	Carpet Cleaning Services	\$ _____	\$ _____
5	1	EACH	Window Blinds Services	\$ _____	\$ _____
6	1	EACH	Grout Cleaning Services (if applicable)	\$ _____	\$ _____
<b>Total Extended Price for Major Maintenance Service (Table 2, Items 1-6): \$ _____</b>					

**BID TOTAL:**

<b>Total Bid Price (Total Sum of Tables 1 and 2): \$ _____</b>
--

Vendor: \_\_\_\_\_

**TABLE 3 – ADDITIONAL SERVICES:** Prices listed in Table 3 will not be included in total bid price or in evaluating bids but will be used for billing purposes for emergency/additional services if needed.

ITEM #	UOM	DESCRIPTION	Unit Cost
1	PER MAN HOUR	General Cleaning: Areas which have had furniture, equipment, carpet, etc., removed or other additional requested cleaning services.	\$ _____
2	PER SQUARE FOOT	Floor Service: Stripping, scrubbing, sealing, floor finishing and buffing; for requested services in addition to Major Maintenance.	\$ _____
3	PER SQUARE FOOT	Carpet Service: Steam clean, hot water extraction of carpet including mats; for requested services in addition to Major Maintenance.	\$ _____

Vendor: \_\_\_\_\_

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

Solicitation #: \_\_\_\_\_

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

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

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

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

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

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

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

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

**PART II: PROCUREMENT OF GOODS - SUPPLIERS**

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

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

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

Vendor: \_\_\_\_\_

**PART III: PROCUREMENT OF SERVICES - SUBVENDORS**

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

If yes, then provide the following information:

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

**Need more information?**

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

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

Vendor: \_\_\_\_\_

**ATTACHMENT E: CUSTOMER REFERENCE**

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Solicitation #: \_\_\_\_\_

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

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

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

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

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

Vendor: \_\_\_\_\_

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

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Solicitation #: \_\_\_\_\_

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

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

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

If "YES":

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

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

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

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**NOTES:**

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

Vendor: \_\_\_\_\_

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Solicitation #: \_\_\_\_\_

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

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.  
Date of latest audit: \_\_\_\_\_ (If no audit within past 18 months, explain reason below.)
- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.**

---

Signature

---

Date

---

Printed Name

---

Title

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

Vendor: \_\_\_\_\_

**ATTACHMENT H: Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's Authorized Official

\_\_\_\_\_  
Date

## **ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY**

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### POLICY

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

### PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

### PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

## **ATTACHMENT J: EQUIPMENT AND SUPPLIES**

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All of the following items are required to be provided by the vendor.

### **Chemicals:**

- Antibacterial or antimicrobial foam hand soap
- Disinfectant
- Neutral floor cleaner
- Premium furniture polish
- Non-acid bathroom cleaner
- Carpet spot remover
- Gum Remover
- Glass cleaner
- Stainless Steel Cleaner/Polish
- Cleaner/Degreaser for all surface types

### **Disposable Products:**

- Toilet seat covers
- Paper Towels (Best quality-white)
- Trash Can liners (As needed)
- Toilet Tissue Paper (Best quality-white)
- Deodorizer refills
- Deodorizer Dispenser Batteries
- Disposable Gloves
- Rags
- Spill Clean-Up Kit (OSHA Compliant to 1910-1030)

### **Equipment:**

- Mop and mop handle
- Mop bucket with wringer
- Broom
- Toilet brushes (Not wire)
- Toilet Seat Cover Dispensers (As needed)
- Safety Goggles
- HEPA Vacuum Cleaner
- Scrubbing Brushes
- Dustpan
- Dust mop
- Dusting Tools
- Utility Cart
- Trash Collection Barrel
- Foam Hand Soap Dispensers (As needed)
- Air Deodorizer Dispensers (As needed)