

# **STATE OF NORTH CAROLINA**

**Department of Revenue**

**Invitation for Bids #: 45-RQ75980**

**Janitorial Services - Asheville Service Center**

**Date of Issue: March 6, 2024**

**Bid Opening Date: April 3, 2024**

**At 2:00 PM ET**

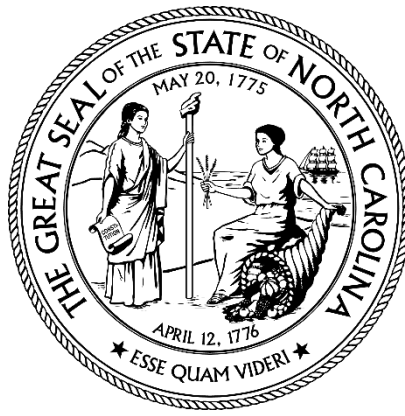
**Direct all inquiries concerning this IFB to:**

Kaycee D. Benson

Procurement Specialist

Email: [DORProcurement@ncdor.gov](mailto:DORProcurement@ncdor.gov)

Phone: 919-810-1255



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**45-RQ75980**

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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://vendor.ncgov.com/vendor/login>

<b>STATE OF NORTH CAROLINA Department of Revenue</b>	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: <b>Latina Shelley</b>	Invitation for Bid #: <b>45-RQ75980</b>
	<b>Bids will be publicly opened: April 3, 2024 @ 2:00 pm EST</b>
Using Agency: <b>Department of Revenue</b>	<b>Commodity No. and Description: 761115 – General Building &amp; Office Cleaning and Maintenance Services</b>
Requisition No.: <b>RQ75980</b>	

**EXECUTION**

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

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

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

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

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

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

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

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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

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

Bid Number:45- RQ75980

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

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

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

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

The attached approved by \_\_\_\_\_

**(Authorized Representative of Department of Revenue)**

The attached certified by \_\_\_\_\_

**(Authorized Representative of Department of Revenue)**

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of the Invitation for Bids (IFB) is to solicit bids from qualified, experienced Vendors to provide efficient and professional janitorial services for the North Carolina Department of Revenue (NCDOR) Asheville Service Center location. NCDOR is required to provide a clean environment for its building occupants using an efficient and competent janitorial service.

The NCDOR Service Center is an office environment where North Carolina Taxpayers can come and meet with tax professionals to assist with tax filing, understanding the North Carolina tax system, as well as any other items that are related to taxpayer services or needs.

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 services commence (the "Effective Date").

The Vendor shall begin work under the Contract within thirty (30) days of Contract execution (the "Agreement 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 sixty (60) 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

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

### 2.2 E-PROCUREMENT FEE

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

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

#### What is the Ariba Network?

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

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

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

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

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

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions

asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that 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 upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.**

**2.4 IFB SCHEDULE**

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

Event	Responsibility	Date and Time
Issue IFB	State	March 6, 2024
Hold Mandatory Site Visit	State	March 19, 2024 @ 12:00 noon EST
Submit Written Questions	Vendor	March 22, 2024
Provide Response to Questions	State	March 27, 2024
Submit Bids	Vendor	April 3, 2024 @ 2 pm EST
Contract Award	State	On or About April 15, 2024

**2.5 SITE VISIT**

**Mandatory Site Visit**

Date: March 19, 2024  
Time: 12:00 Noon Eastern Time  
Location: 800 Alliance Court  
Asheville, NC 28806  
Contact #: 919-810-1255

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

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 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 # 45-RQ75980 – 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 the IFB and 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 bids(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 response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only 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.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate

portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

**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) Cover Letter, which must contain all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any Addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor’s Response to sections 4.3, 4.6, and 5.3.14 (if applicable)
- e) Completed version of ATTACHMENT A: PRICING FORM
- f) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- g) ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS
- h) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- i) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- j) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- k) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- l) ATTACHMENT H: SECURITY REQUIREMENTS FOR VENDOR STAFF AND CONTRACTORS

**2.9 ALTERNATE BIDS**

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, 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 in the Sourcing Tool, which are incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

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

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered

shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

Upon completion of the evaluation process, 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 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

### 3.5 INTERPRETATION OF TERMS AND PHRASES

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

## 4.0 REQUIREMENTS

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

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

#### **4.1 PRICING**

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### **4.2 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The NCDOR Contract Owner may require annual recertification of the Vendor's financial stability.

#### **4.3 VENDOR EXPERIENCE**

In its response, Vendor shall provide a written attachment describing its experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina as described in this IFB. It is important that the Vendor describe its staffing plan if providing a bid for both locations.

#### **4.4 HUB PARTICIPATION**

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

#### **4.5 REFERENCES**

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid. In addition to any reference provided hereunder, NCDOR reserves the right to consider past performance of any responsive bidder that has previously provided services to NCDOR.

#### **4.6 BACKGROUND CHECKS**

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

##### **4.6.1 GENERAL INFORMATION**

As part of Vendor background, the following details must be provided to the State:

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

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

#### **4.6.2 BACKGROUND CHECK REQUIREMENTS**

Due to the Contract requirements and Agency Security Requirements (ATTACHMENT H: SECURITY REQUIREMENTS FOR VENDOR STAFF AND CONTRACTORS), the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. The State will perform these background checks at its own expense.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within thirty (30) days of the Contract effective date. Vendor shall promptly provide the State with the necessary information to complete criminal background checks of its employees who will perform Services on this Contract to meet this requirement.
- b) Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with all necessary information to perform a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work unescorted in the relevant buildings until proper documentation is submitted and approved.
- d) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- e) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

#### **4.6.3 BACKGROUND CHECK LIMITATIONS**

- a) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.

- b) NCDOR may re-screen any of Vendor’s employees, agents, representatives, and subcontractors during the term of the Contract.
- c) Vendor’s failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- d) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

**4.7 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.

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 NCDOR Contract Owner. Vendor shall further agree that it will notify the NCDOR Contract Owner of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. 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.

Vendor shall provide at least twenty-four (24) hours’ notice of removal of staff to the NCDOR Contract Owner to enable the NCDOR to promptly remove building access to staff who has been relieved of their duties. Vendor shall work with the NCDOR Office Designee and/or Contract Owner to provide prompt notification of new or replacement staff to enable the NCDOR to initiate background checks of new/replacement staff.

Due to the security requirements outlined in ATTACHMENT H: SECURITY REQUIREMENTS FOR VENDOR STAFF AND CONTRACTORS, all vendor personnel must have a company-provided or personal email address in order to complete the training and provide confirmation of training completion.

**4.8 VENDOR’S REPRESENTATIONS**

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

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

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The NCDOR has a duty to provide a clean environment for its building occupants using an efficient and competent janitorial service. The janitorial services as described herein shall consist of an all-inclusive janitorial service with weekly, bi-weekly, monthly, quarterly, semi-annually cleaning and annual major maintenance services. Services shall include all reasonable and sufficient labor hours to do an acceptable job as described in section 5.5, on all tasks and a supervisor, equipment and supplies necessary to keep the contracted area professionally clean and properly supplied.

**5.1 SPECIFICATIONS**

- 5.1.1 **UNIFORMS.** Vendor shall provide its employees with, and its employees must wear, a distinct uniform shirt with a minimum of 2” by 4” logo of the contracting firm at all times while on NCDOR premises. The Vendor and its employees shall wear a NCDOR identification badge issued by NCDOR in compliance with its security policy. All personnel shall be dressed and groomed as appropriate for the performance of this contract. Issues or concerns about appearance or hygiene will be addressed and the resolution shall meet NCDOR’s satisfaction.
- 5.1.2 **SUPERVISION.** The Vendor agrees to be responsible for and shall provide general supervision of all its employees working under the contract. Vendor’s employees shall abide by rules and regulations as set forth by the State of North Carolina outlined in this IFB. Upon NCDOR’s written request, any Vendor or its personnel who fails to abide by the rules herein may be immediately removed from NCDOR 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.
- 5.1.3 **CONFLICT OF INTEREST.** The Vendor shall not be a State employee working in the location defined by this contract. Vendor shall not employ any person who is an immediate family member of the NCDOR employees working in the location defined by this contract. Further Vendor shall not employ any NCDOR employee(s), permanent or contracted, who work at the location defined by this contract.
- 5.1.4 **NEW EMPLOYEES.** When Vendor hires a new employee, that employee shall not be allowed to enter the NCDOR job site until s/he has completed all relevant security requirements (ATTACHMENT H) and passed NCDOR’s background check or is assigned a NCDOR escort. Vendor Designated Representative, who has met NCDOR’s security requirements shall introduce any new employee to the NCDOR Contract Owner and/or Designee, personally tour the facilities with the new employee, and instruct the work of the contractual requirements. A copy of these requirements will be posted in the janitorial closet where the cleaning personnel can readily see it. At the new employee’s initial meeting, the employee shall show his/her company-issued ID to the NCDOR Office Designee. The ID shall include both a clear photograph of the employee and the employee’s name. The NCDOR Office Designee shall verify that the ID matches the name of the Vendor’s employee who has already passed NCDOR’s background check.
- 5.1.5 **COMMUNICATION.** The NCDOR Office Designee shall be able to communicate with Vendor and its employees. Vendor and its employees shall be able to understand all of the requirements of the Contract.
- 5.1.6 **OFFICE EQUIPMENT.** Vendor and its employees shall not use any of the NCDOR’s office equipment, including but not limited to telephones, copy machines, fax machines, scanners, or any other NCDOR office machines, without the express permission of the NCDOR Office Designee.
- 5.1.7 **PRIVACY.** Vendor and its employees shall not open drawers, cabinet doors, or file cabinets, disturb any papers, boxes, or other materials except those in trash receptacles or designated areas for trash unless such material is properly identified as “trash”.
- 5.1.8 **PAPER DISPOSAL.** Vendor and its employees shall only dispose of the contents in trash or recycling containers. Trash and recyclable items are to be placed in dumpsters or containers designated for that purpose. Vendor and its employees shall not remove nor dispose of any paper, article, or materials from any work area or the premises, including but not limited to employee desks or conference room tables.
- 5.1.9 **INCIDENT/DAMAGE:** Vendor and its employees shall report any occurrences of property loss, damage, false alarms, or visits from police or fire personnel in writing to the NCDOR Contract Owner or Designee within twenty-four (24) hours of its occurrence. The writing shall specify the location, extent, and other details regarding the event.
- 5.1.10 **DAMAGES.** Vendor shall assume liability and be financially responsible for the cost of any damages, losses, or fines which are caused by the Vendor, any representative, or its employees, and/or any unauthorized person(s) that the Vendor or its personnel allow into the building. The Vendor shall reimburse NCDOR or the owner of the damaged or stolen property for such damage or loss within thirty (30) days after written claim is submitted. If reimbursement is not made within the specified timeframe, the amount of that damage or loss may be deducted from the Vendor’s outstanding payments.
- 5.1.11 **UNAUTHORIZED ENTRY.** Vendor shall not allow anyone to accompany them or admit anyone into any NCDOR building without prior approval of the NCDOR Office Designee. Leaving exterior doors or lockable windows unsecured may be grounds for default.



- 5.1.12 **CONFIDENTIALITY OF SECURITY INFORMATION.** Information regarding the security and operations of NCDOR’s premises is confidential and is not to be discussed with anyone except Vendor employees who have cleared NCDOR security requirements and who have a need to know. Failure to abide by this requirement may be grounds for default.
- 5.1.13 **PROFESSIONALISM.** Vendor shall conduct itself in a professional manner and observe proper business etiquette while on NCDOR premises. Vendor shall not bring any illegal drugs or alcohol on NCDOR premises. Vendor further shall not bring any weapons, including but not limited to guns, knives, explosives, or other incendiary devices onto NCDOR property for any reason. Anyone using excessive profanity or exhibiting violence shall be asked to leave the premises.
- 5.1.14 **TRAINING.** Vendor shall exclusively be responsible for training its employees on the proper handling of blood-borne pathogens in accordance with Occupational Safety and Health Administration requirements. Vendor shall use such procedures when blood and/or any other type of bodily fluids are involved. Vendor employees shall be trained on these procedures prior to starting janitorial services. Any training pursuant to this section shall be at no cost to NCDOR. Vendor shall also instruct its personnel on the appropriate entrances and exits for their use.
- 5.1.15 **SOLICITING.** Under no circumstances shall Vendor ask for donations from NCDOR’s employees, attempt to sell goods or services to NCDOR employees, or conduct any other form of solicitation. Failure to comply with this requirement may result in removal from NCDOR premises.
- 5.1.16 **FURTHER, ALL ITEMS FURNISHED SHALL MEET ALL THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), AND STATE AND FEDERAL REQUIREMENTS RELATING TO CLEAN AIR AND WATER POLLUTION.**

**5.2 CLEANING**

**5.2.1 GENERAL CLEANING**

Weekly, Bi-Weekly, Monthly, and Quarterly Services: Vendor shall perform General Cleaning duties subject to Section 5.5 Schedule of Performance. All cleaning shall meet the approval of the NCDOR Office Designee. The Vendor shall provide the services no less frequently than the schedule specifies.

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

**5.2.2 MAJOR MAINTENANCE**

Major Maintenance Services shall include window washing (inside/outside), wash ceiling vents and air return vents, carpet cleaning, floor stripping, buffing and waxing of all tile floors, and washing of all light lens/coverings.

Major Maintenance Services should be completed subject to Section 5.5 Schedule of Performance, one (1) time per year; however, NCDOR does not guarantee this quantity.

If Major Maintenance are to be performed on weekdays, the work shall only be performed between the hours of 5:00 PM and 11:00 PM. If Major Maintenance Services are to be performed on weekends, the work shall be performed between 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 NCDOR Contract Owner.

All Major Maintenance items shall be inspected and approved by the NCDOR Office Designee. Any major maintenance services not completed to the satisfaction of the NCDOR Contract Owner shall be re-done at no cost to NCDOR until the NCDOR Contract Owner is satisfied. Invoices for Major Maintenance can be submitted as soon as services are completed and approved by the NCDOR Contract Owner and are not required to be invoiced with general cleaning.

The Vendor shall be held financially responsible for all damage to equipment, cabling, and equipment operations, including the telephones, caused by Vendor’s employees while performing these Major Maintenance Services.

**5.2.3 COVID-19 REQUESTED SERVICES**

In the event of COVID exposure, Vendor will be notified of additional cleaning requirements with requests being completed within twenty-four (24) hours of initial request. Cleaning/disinfecting will include certain/specific areas of office only, generally one workstation and a common area.

**5.2.4 ADDITIONAL REQUESTED SERVICES**

The Service Center may require additional cleaning on an ad hoc basis (e.g. scheduled seminars) The NCDOR Contract Owner will work with the NCDOR Office Designee, Contract Administrator, and Vendor on a contract amendment to support the additional services. The additional cost should be calculated at the contract hourly rate shown in Attachment A: Price Sheet and included as a separate line on the monthly invoice.

**5.2.5 STORAGE AND UTILITIES**

NCDOR will provide the Vendor with sufficient storage space for equipment and materials. NCDOR will also provide reasonable security to protect the Vendor from loss of equipment and supplies. NCDOR is not responsible for the loss or damage to the Vendor’s supplies, dispensers, toilet tissue, paper towels, soap, toilet seat covers, etc., or any equipment. The Vendor shall keep all janitor closets, storage rooms, and other space assigned for its use clean and orderly at all times. If possible, storage area should be locked. The Vendor shall empty all mop buckets when mopping is complete. All buckets, mops, sponges, etc. shall be thoroughly rinsed and allowed to dry after each use.

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

**5.2.6 INSPECTIONS**

The Vendor shall provide all services no less frequently than as outlined in section 5.5 SCHEDULE OF PERFORMANCE. The NCDOR Office Designee will inspect the premises to ascertain whether the services are being satisfactorily provided.

The NCDOR Office Designee may conduct monthly inspections during normal business hours of the contracted building accompanied by the Vendor’s Contract Manager as specified in section 6.1 CONTRACT MANAGER AND EMERGENCY POINT OF CONTACT, or a representative selected by the Vendor’s Contract Manager.

Unannounced random inspections of the contracted building will be made at the discretion of the NCDOR Contract Owner and/or NCDOR Office Designee.

Failure of the Vendor to pass monthly inspections, random inspection or to correct complaints will be considered unsatisfactory service. If corrective measures are not taken to improve cleaning conditions and kept at that satisfactory level, the Vendor may be declared in default.

**5.3 SUPPLIES**

The Vendor shall furnish ample quantities of all consumable supplies (i.e. toilet tissue, paper towels, hand soap, chemicals, deodorizers, cleaning supplies and trash can liners, ashtray or cigarette urn sand, etc.). All consumable supplies shall be purchased and supplied by the Vendor.

5.3.1 Current Material Safety Data Sheets (MSDS) for all chemicals used for this contract shall be submitted before starting work in the buildings and updates shall be submitted when changes are made prior to using the products. A notebook/ring binder containing all of the MSDS 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 Vendor’s name. The MSDS shall match the chemicals in that location as well as those used during cleaning.

5.3.2 Only commercial quality cleaning supplies shall be used. All disinfectants shall be Environmental Protection Agency (EPA) registered (Topic D List) and approved as effective against all Blood borne Pathogens, including Hepatitis B and Human Immunodeficiency Viruses (HIV). The list of supplies can be found at [EPA’s Registered Antimicrobial Products Effective Against Human HIV-1 and Hepatitis B Virus](#). 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).

5.3.3 Vendor shall supply products for existing dispensers. This includes, but is not limited to toilet seat cover dispensers, paper product dispensers, deodorizer dispensers and hand soap dispensers.

5.3.4 Vacuum cleaners shall be a High-Efficiency Particulate Air (HEPA) and have a HEPA filter and be of commercial equivalent. The specifications shall state it will remove particles as small as .3 microns and remove 99.96% of the dust and debris that passes through the equipment. The vacuum filter shall be sealed at both ends of the filter so that no dust gets around the filter. The

NCDOR Office Designee shall inspect vacuum cleaners, as needed. Equipment not meeting specifications shall be replaced immediately. Vacuum cleaners having HEPA filters that do not meet these specifications shall not be acceptable. The Vendor, prior to the use of such equipment shall furnish manufacturer’s data on the HEPA vacuum cleaner to the NCDOR Contract Owner.

5.3.5 Hand soap shall be foam antibacterial or foam antimicrobial soap. Hand soap used for refillable soap dispensers shall state so on the primary container. Do not allow hand soap dispensers to leak.

5.3.6 Paper products shall be made from recycled post-consumer content. Paper products shall be of a high quality, at least 2-ply and soft. Paper products shall be white, and NCDOR prefers Process Chlorine Free (PCF). If PCF towels are not available, then Vendor may choose a product that is Elemental Chlorine Free (ECF). Packaging should be responsible, minimal packaging and/or products sold in bulk. Choose products that are packaged in materials that are recycled, recyclable, and free of toxic metals, fragrances, dyes and inks made from non-renewable resources.

5.3.7 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.

5.3.8 “Wet Floor” signs shall be furnished by the Vendor and displayed visible to traffic anytime a floor is wet regardless of whether service is being provided or due to inclement weather. Vendor employees shall collect the signs when the floor is dry and store them in the proper location prior to leaving for the day.

5.3.9 Protective clothing shall be furnished by the Vendor to all its employees to perform their job. Exposure Controls/Personal Protection normally identified on Material Safety Data Sheets will be followed and enforced.

5.3.10 In response to and during the COVID-19 pandemic, Vendor shall support all applicable personal protection equipment (e.g. face masks, eye shields, and/or gloves) to insure the safety of its employees.

5.3.11 Vendor shall replace, at no cost to the state, any hand soap, deodorizer, or toilet seat cover dispensers that are missing or broken for the duration of this contract.

5.3.12 Light bulbs—Light bulbs and tubes are furnished and replaced by the landlord of this leased facility. Vendor will not be responsible for changing light bulbs and tubes. Vendor will also not be required to change any personal lamp light bulbs.

5.3.13 HVAC Filters—The landlord furnishes and replaces HVAC filters for this facility. Vendor will not be responsible for changing HVAC filters.

5.3.14 Repairs—Vendor is required to notify the NCDOR Contract Owner and NCDOR Office Designee of any item or equipment that malfunctions and requires repair, including all restroom equipment/fixtures and all light fixtures that do not operate properly.

**RECYCLED CONTENT:**

If the products offered herein contain any recycled content, indicate the material and content percentage:

Material: \_\_\_\_\_ Percentage %: \_\_\_\_\_

**5.4 EQUIPMENT**

The Vendor shall furnish all equipment adequate in quantity and of a commercial quality necessary for professionally performing all work in this contract. The Vendor shall reimburse losses to the State caused by inferior quality work, equipment, or materials. All equipment, including vacuum cleaners, shall be powerful enough to efficiently and effectively perform associated work, yet be quiet enough to allow meetings and telephone conversations without any disruption. All equipment shall be in good working order capable of being used as originally intended. The NCDOR shall request replacement of faulty cleaning equipment and such equipment shall be removed from the premises.

**5.5 SCHEDULE OF PERFORMANCE**

**NOTE TO VENDOR:** Please review based upon the location needs. With the exception of Major Maintenance, all work performed under this contract is to take place between the working hours of 8:00 AM and 5:00 PM, per the schedule below.

Asheville Service Center to occur only on Monday and Wednesday, excluding Office of State Human Resources observed holidays OSHR Holiday Policy.

Major Maintenance will take place as scheduled in accordance with Section 5.2.2.

CLEANING TASK	WEEKLY (2 DAYS)	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
<b>GENERAL CLEANING SERVICES</b>						
<b><u>GARBAGE REMOVAL:</u></b>						
EMPTY TRASH CANS AND REPLACE LINERS AT END OF SHIFT	X					
REMOVE TRASH FROM FRONT AND BACK PARKING LOTS	X					
TRANSPORT RECYCLE BINS FROM BUILDING TO PICK UP SITE	X					
REMOVE ALL MATERIALS MARKED AS "TRASH"	X					
DEPOSIT ALL TRASH AND CARDBOARD IN APPROPRIATE DUMPSTER CONTAINERS	X					
EMPTY ALL OUTDOOR GARBAGE CANS AND REPLACE LINERS (IF APPLICABLE)	X					
EMPTY/CLEAN SMOKING URNS ON OUTSIDE OF BLDG. (IF APPLICABLE)		X				
<b><u>BREAKROOM CLEANING:</u></b>						
CLEAN COUNTERTOPS, SINK, MICROWAVE OVEN, REFRIGERATOR EXTERIOR, TABLE TOPS/TABLE LEGS, AND CHAIR BACKS	X					
REPLENISH PAPER TOWELS AND SOAP IN ALL BREAK ROOMS. (NOTE, SUPPLIES SHALL BE PROVIDED BY VENDOR)	X					
SWEEP FLOORS. WET MOP WITH DISINFECTANT CLEANER OR IF NECESSARY, SCRUB WITH SOAP AND WATER	X					
<b><u>RESTROOM CLEANING:</u></b>						

CLEANING TASK	WEEKLY (2 DAYS)	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
REPLENISH ALL RESTROOM SUPPLIES SUCH AS HAND SOAP AND PAPER PRODUCTS (NOTE, ALL SUPPLIES SHALL BE PROVIDED BY VENDOR AND SUFFICIENT QUANTITIES SHALL ALWAYS BE AVAILABLE)	X					
DEODORIZE AND DISINFECT ALL TRAPS, DRAINS, TOILETS, AND URINALS IN BATHROOMS.			X			
THOROUGHLY WASH ALL RESTROOM WALLS AND PARTITIONS.			X			
WASH AND SANITIZE SINKS, COUNTER TOPS, FAUCETS, DOOR KNOBS, TOILET BOWL/SEATS AND URINALS	X					
MAINTAIN SOLID OR LIQUID DEODORIZING AGENT/AIR FRESHENER IN ALL RESTROOMS	X					
WIPE PARTITIONS BETWEEN TOILETS WITH DISINFECTANT	X					
CLEAN MIRRORS	X					
SWEEP FLOORS. WET MOP WITH DISINFECTANT CLEANER OR IF NECESSARY, SCRUB WITH SOAP AND WATER	X					
<b><u>ENTRANCE AREAS:</u></b>						
SWEEP OR USE CHEMICALLY TREATED DUST MOP ON ALL UNCARPETED FLOORS AND DAMP MOP AS REQUIRED	X					
SPOT CLEAN ALL INTERIOR AND HORIZONTAL SURFACES INCLUDING PARTITIONS.	X					
CLEAN AND SHINE ALL CHROME FIXTURES INCLUDING DRINKING FOUNTAINS AND MOLDING.	X					

CLEANING TASK	WEEKLY (2 DAYS)	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
MOP/SCRUB UNCARPETED FLOORS (EXCLUDING RESTROOMS & BREAK ROOMS)	X					
SWEEP OUTSIDE ENTRANCES, SIDEWALKS AND PORCHES	X					
SWEEP LOADING DOCK	X					
VACUUM CARPET/MATS & SPOT CLEAN IF NEEDED	X					
<b>OTHER:</b>						
SPOT CLEAN ALL GLASS SURFACES INCLUDING ENTRANCE AREAS, MIRRORS AND GLASS PARTITIONS	X					
CLEAN LIGHT SWITCHES AND DOOR FACINGS			X			
SPRAY BUFF ALL TILE, STONE, TERRAZZO FLOORS MORE FREQUENTLY AS NEEDED.			X			
SPECIAL CLEANUP OF AREAS WHICH HAVE HAD FURNITURE, EQUIPMENT, CARPET, OR CABINET REMOVAL	X					
CLEAN AND SANITIZE DRINKING FOUNTAINS	X					
USE CHEMICALLY-TREATED CLOTH TO DUST HORIZONTAL SURFACES INCLUDING DESKS, WORKSTATIONS, TABLES TELEPHONES, COMPUTER/PRINTER EQUIPMENT. <b>NO PAPERWORK IS TO BE MOVED.</b>		X				
WASH AND/OR DUST AND SPOT CLEAN WALLS, WOODWORK, SWITCHPLATES, FIRE EXTINGUISHERS, ETC.		X				
DAMP WIPE AND POLISH ALL CHROME SURFACES		X				
VACUUM ALL CARPETED AREAS. REMOVE ALL PINS, CLIPS, PAPER.	X					

CLEANING TASK	WEEKLY (2 DAYS)	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
SCRUB ALL TILE AND LINOLEUM FLOORS WITH SOAP AND WATER AND RINSE BUFF AS APPROPRIATE TO KEEP FLOORS CLEAN AND SHINY	X					
REMOVE COB WEBS FROM CEILINGS			X			
DUST CEILING VENTS AND AIR RETURN VENTS			X			
DUST ALL LEDGES, SILLS AND PARTITIONS TO KEEP DUST FREE AND CLEAN.			X			
<b>QUARTERLY SERVICES</b>						
CLEAN ALL GRILLS ON HEAT AND AIR CONDITIONING DUCTS AND COLD AIR RETURNS.				X		
<b>SEMI-ANNUAL SERVICES</b>						
DUST CLEAN WINDOW SILLS AND BLINDS					X	
VACUUM ALL CLOTH-UPHOLSTERED CHAIRS					X	
VACCUUM CUBICLE WALLS					X	
CLEAN JANITORIAL, ELECTRICAL, MECHANICAL AND TELEPHONE ROOMS (IF APPLICABLE)					X	
<b>MAJOR MAINTENANCE SERVICES</b>						
WASH AND DRY ALL BLINDS. BLINDS MUST BE REMOVED FROM WINDOWS.						X
WASH INSIDE/OUTSIDE WINDOWS, GLASS DOORS AND GLASS PARTITIONS (IF APPLICABLE)						X
WASH CEILING VENTS AND AIR RETURN VENTS						X
CLEAN LIGHT LENS, LIGHT GLOBES AND LIGHT DIFFUSERS						X

CLEANING TASK	WEEKLY (2 DAYS)	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
COMPLETELY SWEEP, STRIP AND REWAX, BUFF <u>ALL</u> TILE, LINOLEUM, TERRAZZO AND POLISHED STONE FLOORS.						X
SHAMPOO OR STEAM-CLEAN <u>ALL</u> CARPET, INCLUDING MATS						X
<b>COVID-19 Upon Request</b>						
Disinfectant Cleaning – Wipe down all hard surfaces w/Disinfectant 2 times daily	X					

**5.6 ASHEVILLE SERVICE CENTER BUILDING INFORMATION**

800 Alliance Court, Asheville, NC 28806

These figures are an estimate for the jobsite’s statistical data. **Note—The Vendor is responsible for verifying the dimensions and quantities if so needed during the mandatory site visit.**

**Office Area:** 10,416 sq. ft.

**Carpeted Area:** 9,559 sq. ft.

**Vinyl:** 857 sq. ft.

**# Restrooms:** 4

**# Offices:** 41

**# Conference Rooms:** 3

**# Kitchenette:** 1

**# Janitorial Closets:** 1

**# Waiting Rooms:** 1

**# Windows:** 46

**# Employees:** 35

**5.7 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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**6.0 CONTRACT ADMINISTRATION**

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

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

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



<b>Vendor Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

NCDOR’s Contract Owner will monitor performance, review and approve invoices, recommend acceptance or rejection of Services.

<b>NCDOR Contract Owner</b>	
Name:	Caitlin Burch
Office Phone #:	919-695-1655
Email:	<a href="mailto:Caitlin.Burch@ncdor.gov">Caitlin.Burch@ncdor.gov</a>

NCDOR’s Contract Administrator will issue all changes to the contract authorized by the NCDOR Contract Owner.

<b>NCDOR Contract Administrator</b>	
Name:	Latina Shelley
Office Phone #:	252-518-1874
Email:	<a href="mailto:Latina.Shelley@ncdor.gov">Latina.Shelley@ncdor.gov</a>

**6.2 INVOICES**

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

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Purchase Order Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

Invoices must be issued monthly to NCDOR, after services have been provided and include a copy of the daily cleaning log for hours worked and State the following:

- a) The month of service for which the invoice applies (e.g. January)
- b) Description of service with unit and extended costs (e.g. “General Daily Cleaning for the Month of January at \$120.00/month)
- c) Major maintenance or additional cleaning services listed separately, if any (e.g. “Major maintenance of Window Washing performed on 2/15/22 for \$500.00”)
- d) Performance Guarantee credit for the month (if applicable) should be applied to each monthly invoice, to be billed on last invoice for the contract year term (e.g. “Performance Guarantee for the Month of January @ \$100.00”)

Note—Accumulated performance guarantee credits shall be billed on the last invoice for the contract year term (e.g. “Performance Guarantee for January 2022 through December 2022 total \$1,200.00”)

- e) The total for all services performed for the relevant month
- f) A list of current Vendor employees that worked in the building during the invoice period

Invoices shall be submitted electronically to [DORProcurement@ncdor.gov](mailto:DORProcurement@ncdor.gov). Invoices will be subject to the NCDOR Contract Owner’s review and approval. Note, all invoices should be submitted no later than fifteen (15) days after month of service.

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

**6.3 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet quarterly for performance review meetings. The purpose of these meetings will be to review and discuss Vendor and NCDOR performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. The NCDOR Contract Owner may waive the quarterly performance review meeting if s/he determines that there are no concerns with Services.

The NCDOR Contract Owner shall contact the Vendor Contract Manager at least one (1) week in advance to schedule the quarterly meeting. The quarterly meeting shall occur during the State’s normal working hours. Vendor Contract Manager shall represent the Vendor for this meeting; cleaning personnel cannot represent the company.

The quarterly meeting shall include an inspection of the building, evaluation of the past quarter’s performance, and review of the prior quarter invoices. All problems found or discussed during the inspection and quarterly meeting shall be corrected immediately or as outlined in the Section 6.10 Performance Remediation. The NCDOR Contract Owner will provide to Vendor Contract Manager a report summarizing the Vendor’s quarterly performance within two (2) days of completion of the quarterly meeting.

Any changes in equipment, service schedule, or anything related to the performance of the Vendor at the facility served shall be approved by the NCDOR Contract Owner prior to the change becoming effective. Once a change has been properly approved, a new contract amendment shall be issued. Vendors are cautioned that no facility may make changes in equipment and/or service related to the performance of this contract without the requisite prior approval.

**6.4 CONTINUOUS IMPROVEMENT**

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

**6.5 ACCEPTANCE OF WORK**

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

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

## 6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

### LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:

- a) If a Vendor does not provide an expected day's service for a required State business day, the Vendor's next invoice may be reduced by the NCDOR Contract Owner to only pay for the hours actually worked that day at a prorated rate based upon the hourly rate.
- b) If a Vendor does not provide enough supplies to last until the next workday, or the Vendor's employee does not have purchasing authority or direct access to company-supplied supplies, the Vendor shall reimburse NCDOR within thirty (30) days for the purchase of these supplies. In addition, the Vendor's next invoice may be reduced by the Contract Administrator(s) as deemed appropriate for each day's occurrence. For example, if the bathrooms were not properly cleaned for two (2) days because there was no disinfectant available, the Contract Administrator(s) may adjust the invoice to deduct labor time normally required for performing that task.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

## 6.7 TRANSITION ASSISTANCE

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

## 6.8 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 NCDOR's Contract Owner for resolution. Any claims by the State shall be submitted in writing to the Vendor's Contract Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

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

## 6.9 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.

**6.10 PERFORMANCE REMEDIATION**

Vendor shall investigate all complaints during the same working day. Vendor shall correct all complaints within one (1) day of receipt of the complaint. Any complaint that cannot be corrected during the same working day or that cannot be dealt with for reasons beyond Vendor’s control shall be specifically reported to the NCDOR Contract Owner with an anticipated completion date.

NCDOR shall issue Request to Cure letters when the vendor fails to correct issues detected during random or scheduled inspections or based on complaints from the NCDOR Contract Owner, NCDOR Office Designee, or building occupants. Upon issuance of a Request to Cure letter, Vendor will be given ten (10) business days to correct issues and comply with contract requirements.

Failure to correct an express contract performance listed in the Request to Cure letter within ten (10) business days will result in a second warning letter. The Vendor will be given five (5) business days to correct the issue(s) and comply with contract requirements. Failure to correct an express contract performance after the second warning letter will result in default.

Uncorrected complaints, failure to consistently provide acceptable services, supervision, security of the building, materials, training, approved equipment and supplies, or Vendors disregard of NCDOR policies and procedures specified herein may result in default and NCDOR may apply any of the remedies available to it under North Carolina General Terms and Conditions, Section 1, Performance and Default. Upon default and notice of cancelation, any payments due to the Vendor may be held for resolution for assessment of any costs or damages due. The payment withheld will be used to obtain replacement services. The Vendor may be liable for any damages due and for any excess costs of obtaining the services.

**6.11 ATTACHMENTS**

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

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