

## **STATE OF NORTH CAROLINA**

### **DEPARTMENT OF HEALTH AND HUMAN SERVICES**

#### **Office of Procurement, Contracts and Grants**

**Invitation for Bid: 30-26337-EIPD**

**Janitorial Services – New Bern**

**MANDATORY SITE VISIT**

**06/15/2026 at 11:00 AM**

**Date of Issue: 06/03/2026**

**Bid Opening Date: 06/24/2026**

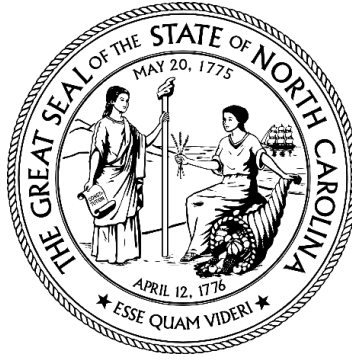
**At 2:00 PM ET**

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

**Amanda Kerstetter**

**Procurement Specialist II**

**[Amanda.Kerstetter@dhhs.nc.gov](mailto:Amanda.Kerstetter@dhhs.nc.gov)**



## STATE OF NORTH CAROLINA

### Invitation for Bid # 30-26337-EIPD

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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  
Department of Health and Human Services**

<b>Refer <u>ALL</u> Inquiries regarding this IFB to the Procurement Lead: Amanda Kerstetter Amanda.Kerstetter@dhhs.nc.gov</b>	<b>Invitation for Bid #: 30-26337-EIPD</b>	
	<b>Bids will be opened: 06/24/2026 at 2:00 PM ET</b>	
<b>Using Agency: DEIPD</b>	<b>Commodity No. and Description: 761115 - General building and office cleaning and maintenance services</b>	
<b>Requisition No.: RQ279609</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 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:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of the Division of Employment and Independence for People with Disabilities)**

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this IFB is to seek out one qualified vendor to provide the janitorial services described in this IFB for the DEIPD office located at 2832 Neuse Blvd., New Bern, NC 28562 .

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").

The Vendor shall begin work under the Contract within five (5) business days of 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 five (5) 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 Bids, 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	06/03/2026
Hold Pre-Bid Meeting/Site Visit	State	06/15/2026 at 11:00 AM ET
Submit Written Questions	Vendor	06/16/2026 at 4:00 PM ET
Provide Response to Questions	State	06/18/2026
Submit Bids	Vendor	06/24/2026 at 2:00 PM ET  <b>Microsoft Teams meeting</b> <b>Join:</b> <a href="https://teams.microsoft.com/meet/29762959277587?p=bORdF2NFhX51txdBWr">https://teams.microsoft.com/meet/29762959277587?p=bORdF2NFhX51txdBWr</a> Meeting ID: 297 629 592 775 87 Passcode: HK2bP6kj
		<a href="#">Need help?   System reference</a>  <b>Dial in by phone</b> <a href="#">+1 984-204-1487,,780706123#</a> United States, Raleigh <a href="#">Find a local number</a>  Phone conference ID: 780 706 123#

		<p><b>Join on a video conferencing device</b></p> <p>Tenant key: ncgov@m.webex.com</p> <p>Video ID: 118 747 377 0</p> <p><a href="#">More info</a></p>
Contract Award	State	TBD

**2.5 MANDATORY SITE VISIT**

**Date & Time:** 06/15/2026 at 11:00 AM  
**Location:** 2832 Neuse Blvd., New Bern, NC 28562  
**Contact :** Mariah Willoughby - 252-649-6720 – Email: mariah.willoughby@dhhs.nc.gov

**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 people wishing to attend may do so to the extent that space and circumstances allow.

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

The purpose of this 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 # 30-26337-EIPD – 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, 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) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed versions 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) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## **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

## **3.0 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.

#### **AWARD CRITERIA:**

1. Past performance.
2. Total cost to the State.

All responsive bids will be reviewed, and 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 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 item, 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 procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's 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 procurement lead 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**

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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 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 VENDOR REQUIREMENTS**

1. Vendors and their employees are required to adhere to all Federal, State, and Local Laws.
2. Vendor shall ensure Safety Data Sheets (SDS) for utilized chemicals are maintained onsite.
3. Vendor shall not substitute key personnel assigned to the performance of this service agreement without prior written notice and written approval by the Division Agent. The Division may, in its sole discretion, terminate the services of any individual person providing services under this service agreement.

4. Vendors may not access the building outside of required service days and times.

Acknowledge you have read and understand by signing here: \_\_\_\_\_ Date: \_\_\_\_\_

#### **EXPECTATIONS:**

##### **GENERAL CLEANING**

Weekly, Bi-Weekly, Monthly, Bi-Annually & Annually: Vendor's employees shall perform General Cleaning duties subject to Section 5. Schedule of Performance. All cleaning shall meet the approval of the Office Manager or 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.

##### **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 consumables' supplies shall be purchased and supplied by the Vendor.

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.

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 Bloodborne 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).

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.

##### **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 perform associated work efficiently and effectively, 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 contracting agency shall request replacement of faulty cleaning equipment and such equipment shall be removed from the premises.

**PROFESSIONALISM.** Vendor shall conduct itself in a professional manner and observe proper business etiquette while on NCEIPD premises. Vendor shall not bring any illegal drugs or alcohol on NCEIPD premises. Vendor further shall not bring any weapons, knives, explosives, or other incendiary devices onto NCEIPD property for any reason. Anyone using excessive profanity or exhibiting violence shall be asked to leave the premises.

**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 Carolinas outlined in this IFB. Upon written NCEIPD's written request, any Vendor or its personnel who fail to abide by the rules herein may be immediately removed from NCEIPD property and replaced.

**CONFIDENTIALITY OF SECURITY INFORMATION.** Information regarding the security and operations of NCEIPD’s premises is confidential and is not to be discussed with anyone except Vendor employees who have cleared NCEIPD security requirements and who have a need to know. Failure to abide by this requirement shall be grounds for default

**UNAUTHORIZED ENTRY.** Vendor shall not allow anyone to accompany them or admit anyone into any NCEIPD building without prior approval of the Office Manager or Designee. Leaving exterior doors or lockable windows unsecured shall be grounds for default.

**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 NCEIPD Contract Manager or Designee and Office Manager within twenty-four (24) hours of its occurrence. The writing shall specify the location, extent, and other details regarding the event.

**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 or its insured shall reimburse NCEIPD 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.

**PRIVACY.** Vendor and its employees shall not open drawers, cabinet doors, or file cabinets, shall not 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”.

**INSPECTIONS**

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

The Office Manager or Designee may conduct monthly inspections during normal business hours of the contracted building accompanied by the Vendor’s Contract Manager as specified in section 8.1 CONTRACT MANAGER AND EMERGENCY POINT OF CONTACTS, 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 NCEIPD Contract Manager and/or Office Manager or 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

**4.2 VENDOR QUESTIONNAIRE / REFERENCES**

Vendor agrees to provide the services as scheduled in Section 5.2 TASKS. Yes  No

If not, please write your proposed schedule:

Vendor agrees to provide optional ad hoc (on call) services in the event emergency services are needed outside of normal scheduled service hours? Yes  No

If so, please provide an emergency contact number and the hourly rate to be charged to the state for ad hoc services.

Emergency Contact Number: \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_

How long (in years) has the Vendor provided janitorial services of similar size and scope? \_\_\_\_\_  
Years

Vendor agrees to conduct an annual criminal background

### **4.3 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.

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

#### **4.3.1 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 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.

### **4.4 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 BACKGROUND CHECKS**

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

### **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 contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's 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 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.

#### 4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

1. *Potential for damage to State property or property of a third party,*
2. *Potential for bodily injury to State employees or third parties,*
3. *Whether Vendor will transport State property, clients, or employees,*
4. *Use of a vehicle to accomplish the work or to travel to or from State locations,*
5. *Anticipated physical contacts of the Vendor with the State,*
6. *Anticipated number and activity of Vendor personnel within the State, and*
7. *Any other unique considerations that could result in harm, bodily injury, or property damage.*

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

X 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

#### 4.9 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 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

#### 4.10 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully

liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

**4.11 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

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

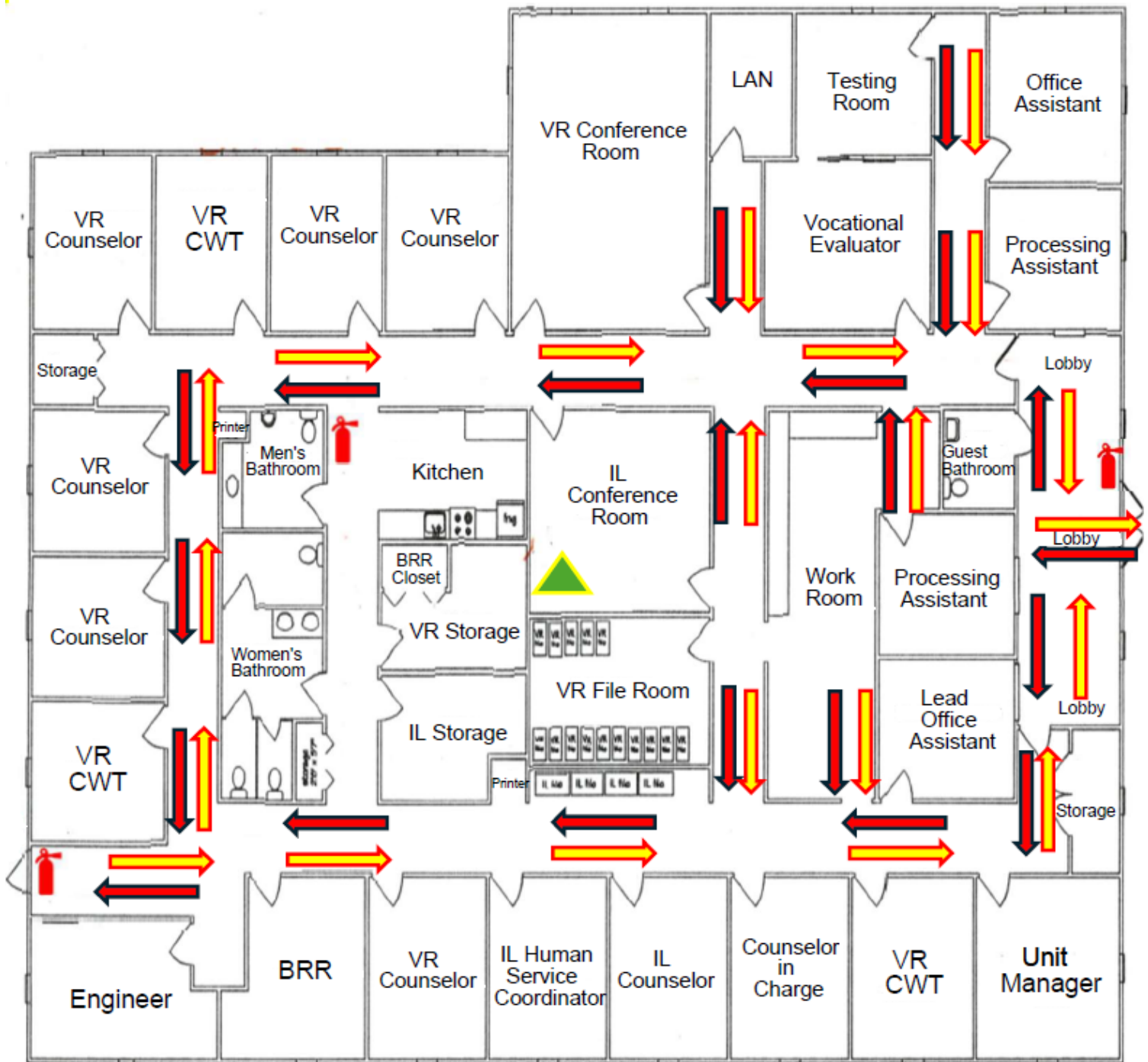
**5.1 TASK LIST**

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Task	Daily	Weekly	Monthly	Every 6 Months	Annually
Empty all trash cans and empty trash in dumpster.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Replace trashcan liners.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clean and disinfect countertops and sink in kitchen.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dust all ledges, sills and partitions to keep clean and free of dust.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dust and damp wipe all horizontal surfaces in reception area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vacuum and dust all cloth bottom chairs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clean grills on heat and air conditioning ducts and air returns.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spot clean all surfaces including entrance areas and glass partitions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Damp wipe and polish all chrome surfaces.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clean and disinfect drinking fountains.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wash and dry all interior and exterior glass.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dust all Venetian blinds.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wash and dry all Venetian blinds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Blinds must be removed from windows.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacuum all carpeted floors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shampoo all carpet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sweep all uncarpeted floors and use damp mop as required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clean and disinfect all door handles and light fixtures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Scrub all tile and linoleum floors with soap and water and rinse buff as appropriate to keep floor clean and shiny.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Completely sweep, strip, rewax and buff all tile and linoleum floors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Clean and sanitize countertops in Kitchen/Breakroom, clean wall behind trash can.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sweep bathroom floors. Wet mop with disinfectant cleaners and rinse to keep floors clean and sanitary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clean and sanitize all sinks in bathroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Replenish all bathroom supplies. (Paper products and hand soap to be supplied by cleaning company.) Daily or as needed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintain solid or liquid deodorizing agent or air freshener in all bathrooms. Daily or as needed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 5.2 FLOOR PLAN



### 5.3 GENERAL SPECIFICATIONS

#### DESCRIPTION OF REQUESTED SERVICES

The following Janitorial Services are requested by the Division of Employment and Independence for People with Disabilities. Services for the building occupied by the Division of Employment and Independence for People with Disabilities. Services located at 2832 Neuse Blvd., New Bern, NC 28562

Job Site Contact: Mariah Willoughby - Phone: 252-649-6720 Email: mariah.willoughby@dhhs.nc.gov

Service Days: Tuesday and Thursdays after 5:00 PM ET

Square Footage: 7,180

#### Building Details: (offices, bathrooms, hallways, etc.)

One Floor

Offices: 20

Conference Rooms: 2

Common areas: 4

Kitchens: 1

Bathrooms: 3

Commodes: 5

Glass Doors: 2

Windows: 29

Blinds: 29

Computer Room 1

Percentage of Carpeted Area: 85%

Average Visitors Per Day (including staff members): 18

Vendor shall provide the following:

1. Performance of all tasks in a quality manner, as scheduled.
2. Vendors shall wear face masks and gloves while in the building.
3. Professional and Respectful Staff to perform tasks.
4. Air Fresheners.
5. Trash Liners (must be strong/heavy duty).
6. Anti-Bacterial Hand Soap (Not generic)
7. Toilet Paper
8. Paper Towels – Roll and Fold type
9. Cleaning Equipment & Tools

Cleaning Supplies (shall be on the EPA list of disinfectant for COVID 19)

<https://cfpub.epa.gov/giwiz/disinfectants/index.cfm>

**NOTE: A storage area:** A storage area will not be provided.

**5.4 KEY ACCESS**

Keys for entry into the building will be provided by the State. No deposit will be required; however, at the time keys are lost or not returned, exact replacement cost for all lock mechanism(s) and all employee key replacements will be the responsibility of the Vendor.

Acknowledge that you have read and understand by signing this: \_\_\_\_\_ Date: \_\_\_\_\_

**5.5 DUPLICATE KEYS**

The vendor shall not duplicate keys, if a key is lost or broken the vendor shall request a duplicate from the office representative, inwriting.

- a) **The building shall remain locked at all times and no other person other than the cleaner shall be in the building while it is being cleaned.**

**5.6 CERTIFICATION AND SAFETY LABELS**

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**6.0 CONTRACT ADMINISTRATION**

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

## 6.2 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 information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

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

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

## 6.3 POST AWARD BUSINESS REVIEW MEETINGS

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

## 6.4 CONTINUOUS IMPROVEMENT

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

## 6.5 ACCEPTANCE OF WORK

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

Acceptance of Vendor's work product shall be based on the following criteria:

- 1.) All items on the Task list completed as specified.
- 2.) No complaints by employees or managers

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:

### **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 six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

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

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

### **6.9 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 made through the contract administrator.

### **6.10 ATTACHMENTS**

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

**The remainder of this page is intentionally left blank**

**ATTACHMENT A: PRICING**

Vendor shall offer a firm fixed price to provide all cleaning services, supplies and products as described within this IFB.

Description	Quantity	UOM	Unit Price	Extended Price
Janitorial Services, Cleaning Supplies and Products as described in Section 5.0 Tasks for all Daily, Weekly and Monthly Tasks Office Location: 2832 Neuse Blvd., New Bern, NC 28562 Square Footage: 7,180, One floor	12	Month	\$	\$
Completely sweep, strip, re wax and buff all tile and linoleum floors.	1	Per Year	\$	\$
Wash and dry all Venetian blinds	2	Per Year	\$	\$
Wash and dry all interior and exterior glass.	2	Per Year	\$	\$
Shampoo all carpet	2	Per Year	\$	\$
<b>Total for all services</b>				\$

**ANNUAL & BI-ANNUAL TASKS – Vendor shall state below the month of the annual and bi-annual tasks located in the Tasks list:**

Annual Tasks	Month of Service
Completely sweep, strip, re-wax and buff all tile and linoleum floors.	

Bi-Annual Tasks	Month of Service	Month of Service
Dust all Venetian blinds.		
Wash and dry all interior and exterior glass.		
Carpet cleaning/shampooing		
Wash and dry all Venetian blinds. Blinds must be removed from windows.		