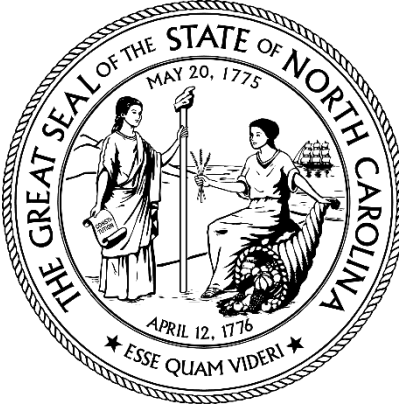




STATE OF NORTH CAROLINA

NC Department of Justice / NC State Crime Laboratory

Invitation for Bid #: WS2168444320

Janitorial Services

Date of Issue: July 10, 2026

Bid Opening Date: August 6, 2026

At 2:00PM ET

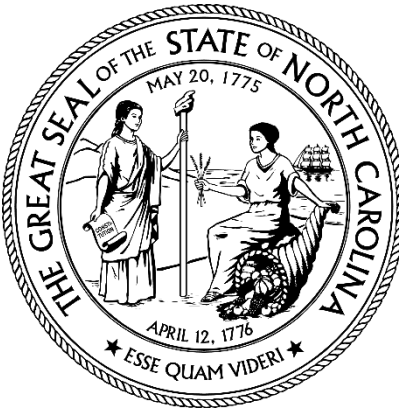
Direct all inquiries concerning this IFB to:

Todd Self

Purchasing Officer

Email: tself@ncdoj.gov

Phone: 919-716-6427



STATE OF NORTH CAROLINA

Invitation for Bid

WS2168444320

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.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA NC Department of Justice / NC State Crime Laboratory	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead. Todd Self, tself@ncdoj.gov	Invitation for Bid #: WS2168444320
	Bids will be publicly opened: August 6, 2026
Using Agency: NC Department of Justice / NC State Crime Laboratory	Commodity # and Description: 7611000 - Cleaning and Janitorial Services
Requisition: TBD	

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		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: WS2168444320

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 _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of the NC Department of Justice)

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1.0 PURPOSE AND BACKGROUND

The NC State Crime Laboratory (NCSCSL) is seeking to contract with a vendor to provide janitorial services for the main laboratory in its laboratory system, the Raleigh Crime Laboratory (RCL), located at 121 East Tryon Road, Raleigh, NC 27603. The contract shall consist of all-inclusive janitorial services with cleaning schedules, including all necessary labor, supervision, materials, equipment and supplies.

The RCL facility opened in 1998 and provides local state, tribal, and federal law enforcement agencies throughout North Carolina with multidisciplinary forensic analysis, DNA Database services, and criminal justice graphics support. The facility is approximately 121,000 sq. ft. and contains five (5) distinct floors/levels. It includes numerous single- and multi-stall restrooms, single- and multi-use office spaces, kitchens and breakrooms, and laboratory areas that must remain clean and orderly at all times. Consistent with the daily operations of a facility of this type, a dedicated team of janitorial personnel is required to fulfill this responsibility.

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

1.1 CONTRACT TERM

The Contract shall have a term of (3) three years, beginning on the date of final Contract execution (the "Effective Date").

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

2.0 GENERAL INFORMATION

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	July 10, 2026
Hold Pre-Bid Meeting/Site Visit	State	July 22, 2026
Submit Written Questions	Vendor	July 24, 2026
Provide Response to Questions	State	July 29, 2026
Submit Bids	Vendor	August 6, 2026
Contract Award	State	September 2, 2026

2.5 SITE VISIT

Mandatory Site Visit

Date: July 22, 2026
 Time: 10:30am Eastern Time
 Location: 121 East Tryon Road
 Raleigh, NC 27603
 Contact #: Todd Self, tself@ncdoj.gov

PLEASE EMAIL TSELF@NCDOJ.GOV IF YOU PLAN TO ATTEND THE MANDATORY SITE VISIT

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 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 # **WS2168444320 – 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) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response. Vendor Experience Section 4.3
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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 and references.

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 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

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.

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

4.2 VENDOR EXPERIENCE

In its Bid Response, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State, to include:

- 1. When the company was established
- 2. The number of current employees

3. The types of facilities serviced
4. The volume of space cleaned currently, and in the past
5. All similar contracts performed in the past three years

Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.3 REFERENCES

Vendor shall provide (3) three references, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendors performance was satisfactory.

COMPANY NAME	CONTACT NAME	EMAIL ADDRESS

4.4 BACKGROUND CHECKS

It is the policy of the NC State Crime Laboratory (NCSCCL) to provide a safe, crime free environment for State employees to work and residents of the State to visit. **Therefore, NCSCCL will perform a criminal background check on the Vendor's owner, as well as the employees of the Vendor who will be assigned to work at the Laboratory.** This background investigation will be completed as part of the **review process and prior to award.** The Vendor's owner and Vendor's employees seeking to work at the Laboratory must give consent to the background investigation and complete a comprehensive background packet and release forms provided by the NCSCCL. The completed packet must be returned to NCSCCL within fourteen (14) days after receipt. Any cost associated will be at the Vendor's expense. **The Vendor's owner and employees seeking to work at the NCSCCL will only be permitted to do so once they have met all of the NCSCCL background requirements and have obtained written approval from the Procurement Lead.**

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

- a) Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it 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 a statement it 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.

- e) Any civil litigation, arbitration, legal proceedings, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.
- f) Each employee assigned will also be required to provide a DNA Sample (buccal swab).

Vendor's responses to these requests shall be considered to be continuing representations, 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.

When an employee is terminated, the Vendor is required to immediately call or email the Contract Manager, so that the badge can be deactivated within twenty-four (24) hours of termination, the Vendor is required to collect the ID badge and return it to the Contract Manager with written notification of the employee's termination. During the term of the contract, prior to any new employee commencing work, the Vendor must follow the same procedures for any new employees assigned to work on State property.

4.5 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.

4.6 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.

4.7 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☐ Small Purchases

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

☐ Contract value in excess of \$1,000,000.00

4.8 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 WORK LOCATION

NC State Crime Laboratory located at 121 East Tryon Road, Raleigh, NC 27603. Prospective Vendor will provide daily cleaning, including all necessary labor, supervision, materials, equipment, supplies and personnel in order to keep the subject building respectfully clean and properly supplied. The areas to be cleaned consist of offices, conference rooms, laboratory spaces, restrooms, hallways, stairwells, corridors, porches, decks, ancillary spaces and storage areas. Offerors are solicited to submit a bid for services including consumable supplies.

5.2 BUILDING DATA

The following building statistical data are estimates.

The Vendor is responsible for verifying dimensions and quantities.

- Net Square Footage: 121,000 (approximately) unsure of exact footage**
- Floors: 5
- Floors Occupied: 5
- Stairways: 4
- Rest Rooms: 16 (3 single, 13 ganged, 10 urinals, 34 lavatories, 36 toilets, 18 showers)
- Elevators: 3
- Carpet: 34% Approximately 38,547 square feet
- Slate Tile: 6% Approximately 6,786 square feet
- Tile: 60% Approximately 67,865 square feet
- Official working hours of building occupants are from 6:00 AM- 6:00 PM

5.3 TASKS

SECTION I: GENERAL CLEANING REQUIREMENTS

A. PERSONNEL and SCHEDULE OF PERFORMANCE

A minimum of four (4) personnel are required to work from 7:30 AM to 4:30 PM, Monday through Friday, except state holidays. These individuals will perform duties as listed in "Janitorial and Housekeeping Task List" herein. When a scheduled individual fails to arrive at the work location, the Vendor will be required to provide a replacement person within one (1) hour of notification of the absentee.

B. JANITORIAL AND HOUSEKEEPING TASK LIST

Task	Daily	Weekly	Monthly	Every 3 Mos	Every 6 Mos
<u>COMMON AREAS</u>					
Vacuum carpeted areas and walk off mats, including elevator cabs	X				
Sweep and/or vacuum non-carpeted areas	X				
Empty all inside/outside trash receptacles, replace liners and place in dumpster	X				
Clean both sides of all interior and exterior door glass		X			
Dust and wipe down unobstructed counter tops, equipment, and furniture tops. Spot clean carpet, cove base, switch plates, walls and furniture (include Elevators)			X		
Dust and wipe down light fixtures in stairwells			X		
Dust and wipe down unobstructed ledges and sills		X			
Dust and wipe down elevator surfaces	X				
Sweep all exterior building entrances within 10' of entry door	X				
Spot clean scrapes, smudges & scuff marks	X				
Clean ALL furniture (dust, wipe down, or shampoo) as needed				X	
Breakrooms in common areas: Clean tabletops, counter tops, floors, sinks, outside of appliances (microwaves, toasters, refrigerators)		X			
Wax and wet mop all non-carpeted areas		X			
Clean and polish door hardware and kick plates with metal cleaner		X			
Clean baseboards, cove base, floor molding, door sides and trim, and woodwork			X		
Clean exterior and interior of waste receptacles		X			
Dust all mini-blinds			X		
Wash interior windows			X		
Clean debris from lenses of all light covers			X		
Strip and wax or buff vinyl tile floors				X	
Shampoo and/or steam clean all carpeted areas					X
<u>OFFICE WORK AREAS</u>					
Vacuum carpeted areas; sweep and wet mop non-carpeted areas		X			
Empty trash cans, replace liners	X				
Clean, dust & wipe down unobstructed desks, table tops, ledges and sills			X		
Remove recyclables	X				
Remove all materials marked "Trash"	X				

Task	Daily	Weekly	Monthly	Every 3 Mos	Every 6 Mos
Clean and spot clean carpet, cove base, switch plates, walls and furniture	X				
Clean and polish door hardware and kick plates with metal cleaner			X		
Clean baseboards, cove base, floor molding, door sides and trim, and woodwork		X			
Dust all mini-blinds			X		
Clean debris from lenses of all light covers			X		
Wash interior windows			X		
Strip and wax or buff vinyl tile floors				X	
Shampoo and/or steam clean all carpeted areas					X
<u>RESTROOMS, DRESSING & LOCKER ROOMS</u>					
Sweep and wet mop all floors	X				
Empty trash cans, replace liners	X				
Clean toilets, urinals, mirrors, shelves, shower stalls and shower stall seats (clean exterior of all toilets and urinals)	X				
Clean sinks (includes stain removal), soap and towel dispensers, locker tops and fronts and toilet partitions	X				
Clean shower stall floors, walls and restroom tile walls	X				
Dust and wipe down light fixtures	X				
Replace urinal deodorant screens			X		
Fill or restock paper towels, toilet paper	X				
Clean out and refill soap dispensers	X				
Clean baseboards, cove base, floor molding, door sides and trim, and woodwork		X			
Disinfect and scrub all restroom floors	X				
Clean & polish door hardware and kick plates with metal cleaner		X			
Clean debris from lenses of all light covers			X		
Deep clean all tile areas (to include floor and walls)					X
<u>LAB AREA</u>					
Empty trash cans, replace liners	X				
Sweep and/or vacuum non-carpeted areas		X			
Mop all floors (exclude Forensic Biology & DNA Database)			X		

C. CARPET CLEANING, FLOOR STRIPPING, SEALING, & WAXING

In an effort to coordinate efforts with the building, the Contract Manager may request the Offeror provide a Proposed Schedule of service. Said schedule will be provided in advance of performance with ample time to allow Building Coordinator approval.

The approximate floor space with carpet, tile, wood and cement in the building is listed in the Building Data paragraph 5 3.

The Offeror must notify the Contract Manager upon completion of major maintenance. The Contract Manager will then have the area inspected to determine that the service has been performed at an acceptable level.

SECTION II: MAJOR MAINTENANCE (Performed Only as Requested)

A. CARPET CLEANING, FLOOR STRIPPING, SEALING, & WAXING (DUE TO RENOVATIONS, ADDITIONS, AND SPECIAL REQUESTS, ETC.)

In the event of renovations, additions to buildings, or other special requests arise, the Vendor shall provide the following services as requested by the Contract Manager. The Contract Manager will contact the Vendor to schedule all major floor maintenance listed below. Payment to the Vendor will be made after completion and inspection of each task.

The Vendor is responsible for professional shampooing or steam cleaning carpet and to strip, seal, wax, and buff uncarpeted floors on an as requested basis. All major floor maintenance will be performed on a per square foot basis. When required, the Contract Manager will notify the Vendor of the requirement and coordinate the schedule and the time period for the service to be provided.

The Vendor must notify the Contract Manager upon completion of the requested requirements. The Contract Manager will then have the area inspected to determine that the service has been performed at an acceptable level.

All shampooing and stripping will be done on a cost per square foot basis. The Vendor must provide the price per square foot to be charged for this service on the Pricing Page (Attachment A).

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

The Vendor must provide a designated, on-site, responsible supervisor/shift leader at all times when any services are being performed under the terms of this contract. The supervisor/shift leader in charge must check and ensure that all work performed by the Vendor's employees is properly performed and acceptable.

B. SPECIAL CLEAN-UP (EVENTS REQUESTED OTHER THAN RENTED PARTIES)

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

SECTION III: SPECIAL PERFORMANCE REQUIREMENTS

A. Light tubes and bulb replacement - The Vendor will be responsible for replacing light bulbs and tubes (incandescent and fluorescent) as needed, from a 6-, 8-, 10-, 12-, or 14-foot ladder (Maximum 16-foot ceiling height). No light bulb or fluorescent tube will be out of service for longer than forty-eight (48) hours. The Vendor will not be required to replace personal lamp bulbs. The Vendor agrees that only properly trained staff will change light bulbs.

B. Office Location - Location of cleaning personnel must be within one (1) hour's drive of Raleigh. Vendor must maintain a management office within North Carolina, preferably within a 100-mile driving distance (or roughly 2 hours) from Raleigh, NC.

C. Answering Service - 24 Hour and Pager - The Vendor will maintain a 24-hour local or Toll-Free telephone number and response time shall be within one (1) hour by a responsible management official of the firm. If a daytime person(s) is required, the Vendor will provide a cell phone in order to contact Vendor's personnel.

D. Repairs - The Vendor is required to notify the Supervisor of Logistics of any item or equipment which malfunctions and requires repair - to include: All rest room equipment and fixtures and all light fixtures which do not operate properly after bulb replacement.

E. Notices on Walls - The only authorized communications in State Government are to be posted on bulletin boards. Vendor will be responsible for daily removal of any taped or tacked notices in corridors, lobbies, or elevators, which are not permanently mounted (framed) or are not located on bulletin boards.

F. Schedule of Performance - General daytime cleaning duties shall be performed between the hours of 7:30 AM and 4:30 PM.

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

I. Equipment - The Vendor shall furnish all necessary equipment, such as vacuum cleaners, floor mops, brooms, dusters, stripping equipment, etc. and materials necessary for professionally performing all work in the contract. The Vendor will reimburse losses to the Contracting Agency caused by inferior work quality, equipment, or materials.

J. Supplies - The Vendor will furnish all consumable supplies (i.e., light tubes and bulbs, toilet tissue, paper towels, rest room soaps, chemicals, deodorizers, cleaning supplies and trash can liners). Vendor is responsible for supplying proper soaps, chemicals, deodorizers and cleaning supplies as recommended by the flooring, countertop and surface manufacturer's products used in the building. For supplies requiring a Safety Data Sheet (SDS), said SDS must be maintained in the Storage Closet of the building where the supplies are kept.

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

L. Storage - The Contracting Agency will provide the Vendor with sufficient storage space for equipment and materials. The Contracting Agency will provide security to protect the Vendor from loss of equipment and supplies through the normal security procedures in effect with the building. The Vendor shall keep all janitorial closets, storage rooms, and other space assigned to his use clean, orderly and locked at all times. Any exceptions must have prior written approval from the Contract Manager.

M. Contract Complaint Procedures - The Vendor shall correct all complaints and respond to special requests for services within one (1) day of complaints; and, both major and minor complaints shall be investigated during the same working day. Any complaint which cannot be corrected during the same working day, or which cannot be dealt with for reasons beyond the Vendor's control, shall be specifically reported to the Contract Manager on the same day.

Failure to do so may result in a Letter of Failure/Unsatisfactory Performance/Cure Notice and grounds for default.

The Vendor and Contractor Manager, in writing, will mutually agree upon a time for completion of uncorrected complaints. If the Vendor does not honor the written agreement, then the Contract Manager shall have cause for any and all of the following actions on behalf of the Contracting Agency:

- Services will be obtained from within the Contracting Agency's own staff or from another available source without prior notice to the Vendor.
- Cost for these services will be charged to the Vendor and a letter of failing/unsatisfactory performance will be provided to the Vendor, and again, constituting grounds for default.

N. Performance - In case of default by the Vendor, the Contracting Agency may procure the services from other sources and hold the Vendor responsible for excess cost occasioned through the default.

O. Adjustment Period - The successful Vendor shall be given a sixty (60) day adjustment period to bring the building up to acceptable janitorial standards. Inspections with a 'Failing Rating' during the first sixty (60) days of the contract period will not be counted against the Vendor nor counted in the cumulative total failings used for cancellation.

P. Default and Penalties - Failure of the successful Vendor to consistently provide passing services as listed herein will be considered default. Failure of the Vendor to receive a passing rating during any inspections or to correct complaints, in accordance with paragraph titled 'Contract Complaint Procedures' will be considered unsatisfactory/failing performance. After the adjustment period, the contract will be canceled upon receipt of three (3) Failing Ratings within the most recent six (6) month period.

The contract will be cancelled upon fifteen (15) days prior written notice to the Vendor. Such notice shall be made by certified mail (return receipt requested) and either received or refused at the office of the Vendor listed in the contract. Upon cancellation, the Vendor's performance guarantee and payments due shall be held for a period not to exceed thirty (30) days. During this period, the Contracting Agency will assess any costs or damages due the Contracting Agency. The Vendor will be liable for any damages due and for any excess costs of obtaining the services for the balance of the original contract period, or twelve (12) months, whichever is less. The Contracting Agency will initiate the recommendation for cancellation if the services are found to be failing or in default.

Q. Emergency Services - Vendor must respond to emergency requests within one (1) hour after contact from the Contract Manager or designated representative from Contracting Agency. Vendor must provide necessary equipment to extract water from carpet and floors, to remove debris, trash, dirt, or mud resulting from leaks, floods or overflows.

Special Clean-up rates per hour listed on the bid pricing page will be used when billing for provided emergency services.

R. Special Clean-Up - When special or unusual conditions not covered by the specifications warrant such action, the Contracting Agency may call upon the Vendor for additional or supplemental services. No guarantee of any hours but only as required and requested by the Contract Manager. Labor and equipment will be furnished by the Vendor.

SECTION IV: COMMUNICATIONS AND REPORTING

A. Work Conferences - Monthly, as requested, the Vendor will meet the Contract Manager, or designee of the Contracting Agency, for a conference on the past performance of the contract. A written monthly performance report, which will include details of how the vendor performs the work, may be requested by the Contract Manager if the vendor has at least one (1) prior failed inspection.

B. Communication Services - The Vendor shall constantly provide the Contract Manager with an up-to-date list of local office location (address), telephone numbers, a business office number, emergency contact number, a cell phone and or a pager and a fax number. An e-mail address shall also be provided if available. The Vendor or a responsible management official of the firm shall respond within one (1) hour after telephone contact from the Contract Manager at all times. If e-mail addresses are provided in the contract, the Vendor shall respond to any complaints within twenty-four (24) hours after receiving an e-mail request.

C. Inspection - The Vendor must provide all services no less frequently than the schedule specified. The Contracting Agency will inspect the premises to ascertain whether the services are being satisfactorily provided. At a minimum, an inspection will be performed once per month. The Contracting Agency will conduct unaccompanied Random inspections and accompanied Monthly inspections.

1. The unaccompanied Random inspections will be unannounced and made at the discretion of the Contracting Agency. These random inspections will be conducted by the Contracting Agency during normal business hours. The inspection results will be reviewed by the Contract Manager and assigned the final rating of Passing or Failing.

2. The accompanied Monthly inspection will be scheduled so that the Contracting Agency's representative, accompanied by a Vendor representative, are able to conduct inspection of the contracted buildings during normal business hours. The Contracting Agency's representative will document the results of this inspection by using an Inspection Checklist. The inspection results will be reviewed by the Contracting Agency's representative and assigned the final rating of Passing or Failing, in the Vendor's presence.

Regardless of which inspection, the Contract Manager will provide a copy of the rated inspection results to the Vendor. The Vendor will be responsible for correcting any noted deficiencies within a time as mutually agreed upon by the Contract Manager and the Vendor.

SECTION V: VENDOR EMPLOYEE POLICY

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

A. Supervision - The Vendor, in an effort to ensure proper on-sight general supervision, shall designate one of its employees, assigned to perform on this contract, as their official on-sight representative (i.e. Supervisor).

1. The Supervisor will be responsible for having direct supervision of the Vendor's other employees assigned to perform on this contract.
2. The Supervisor must remain on-site during their assigned work times and days
3. The Supervisor must have the ability to communicate fluently in English and in the language of the other employees, if different from English
- 4 The Supervisor shall be the Vendor's representative, authorized to coordinate with the Contract Manager, and serving as the first line of resolution in work or occupant employee situations or concerns.

B. Safety - The Vendor shall ensure all employees follow the manufacturer's instructions for proper product use of all cleaning and polishing supplies used on flooring, countertops and surfaces in the assigned building. The Vendor is to ensure all Safety Data Sheets (SDS), or previously known as Material Safety Data Sheets (MSDS) are made available to their employees, and that they're made aware of the SDS's use and purpose. The Vendor shall ensure all employees are following the established safety practices and utilize the appropriate Personal Protective Equipment (PPE), for any cleaning supplies being used by the employee.

C. Rules - The Vendor shall ensure that all employees abide by the following rules:

1. Employees shall visibly display a picture identification badge, provided by the Contracting Agency. Upon notification of employee termination, the Vendor must ensure the assigned badge is returned to the Contract Manager, in accordance with the Background Check Paragraph. Vendor employees and subcontractor employees must produce a valid North Carolina driver's license in order to obtain an ID Badge for the assigned building(s).
2. Employees shall wear a distinct uniform shirt, provided by the Vendor, with a 2-inch by 4-inch (minimum size) Vendor's logo permanently affixed. These shirts must be worn at all times, while on the premises. The Vendor is to ensure all employees assigned to perform on this contract are clothed in presentable attire at all times. No shorts or open-toed shoes shall be worn by any Vendor employee or subcontractor employee while working in State buildings. All employees will be required to follow the health and safety requirements at the crime laboratory when entering designated spaces. All employees will be required to follow state-wide health emergency guidelines when in effect (i.e. wearing face masks or other acceptable facial coverings).
3. Employee shall not disturb any papers, boxes or other materials except that in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
4. Employee shall report any property loss or damage to the Vendor's Supervisor immediately. The Supervisor shall report such damage immediately to the Contracting Agency in writing, specifying the location and extent of damage.
5. Employee shall not open drawers, file cabinets, or use any telephones unless given specific prior approval by the Contracting Agency.
6. Employee shall not leave keys in doors or admit anyone in any building or office who is not a designated employee of the Vendor (i.e. children, relatives, friends, etc.). All doors, which were locked upon entry, will be immediately relocked.
7. Employee shall not engage in idle or unnecessary conversation with State employees, other employees of the Vendor, tenants or visitors to the building.
8. Employee shall not remove any articles or materials from the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of, or any item found in, trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose. Items identified as suitable for recycling are to be placed in appropriate recycling containers.
9. Each employee of the Vendor shall have at least six (6) months of experience as a janitorial employee. The Vendor shall monitor any employees with less than six (6) months of experience to ensure their compliance with the requirements outlined in the contract.

10. Supervisory employees shall have at least one (1) year of experience as a cleaning supervisor. The Vendor shall monitor any supervisory employees with less than one (1) year of experience to ensure their ability to direct and coordinate with janitorial personnel and to ensure and ensure compliance with the requirements outlined in the contract.

D. The Vendor must ensure the below listed training is provided to each employee assigned to State buildings, and that said employee has successfully completed the training within thirty (30) days of the effective date of the contract or within thirty (30) days of a new employee's effective date. Each employee assigned to State Buildings must receive the following training on a yearly basis.

1. Vendor provided Training - This training shall be obtained by the Vendor:

- a) Blood borne pathogens, per OSHA requirements and North Carolina Administrative Code - 13NCAC7C.0101 (a) (96)
- b) Hazard Communication
- c) Fire Extinguisher
- d) Personal Protective Equipment
- e) Asbestos and Mold Awareness
- f) Ladder Safety
- g) Fluorescent Lamp/Bulb Recycling

2. The Vendor shall submit, on letterhead, with a copy of certificates for training for each employee, to the Contract Manager.

The Contracting Agency has the right have the untrained employees removed from working in the building.

References:

- 1. OSHA's Bloodborne Pathogen regulation 29 CFR 1910.1030(d)(4)
- 2 OSHA's Hazard Communication Standard 29 CFR 1910.1200(h)(1) 29 CFR 1910.1200(h)(3)-(h)(3)(i ii)
- 3. OSHA's Occupational Exposure to Hazardous Chemicals in laboratories 29 CFR 1910.1450(4)(i)(A)
- 4. Asbestos Awareness Standard 29 CFR 1910 1001. 29 CFR 1926.1101
- 5. Fluorescent Lamp Recycle Training. CFR 40 Part 273 Standard for Universal Waste Management July 1999. NC Session Law 2010-180
- 6. Appendix A 4 Housekeeping. Maintenance and Inspections

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.

DOJ Contract Administrator: Tonya Bowlding, tbowlding@ncdoj.gov

DOJ Contract Manager: Dean Amatuli, damatuli@ncdoj.gov

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.

Contract Manager Point of Contact	
Name:	

Office Phone #:	
Mobile Phone #:	
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, Purchase Order Number, Month of Service, Service Description, Price, Quantity, and Unit of Measure.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, may be required to meet periodically with the State for Business 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 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.

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

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

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

6.8 CONTRACT CHANGES

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

6.9 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

The remainder of this page is intentionally left blank

7.0 ATTACHMENT A: PRICING

FURNISH AND DELIVER: Vendor will be required to provide sufficient labor hours, equipment and supplies to complete all requirements as listed under section 5.0 of this contract, to a passing level as determined by the NC State Crime Lab's Contract Manager.

YEAR 1

Monthly Cost: _____

Total Annual Cost: _____

The cost listed below will not be calculated into the offeror's bid pricing. These costs are for information purposes only.

Major Maintenance Cost (As Requested)

Carpet Cleaning (Cost per Square Foot): _____

Floor Stripping (Cost per Square Foot): _____

Sealing/Waxing (Cost per Square Foot): _____

Special request (Rate per hour): _____

YEAR 2

Monthly Cost: _____

Total Annual Cost: _____

The cost listed below will not be calculated into the offeror's bid pricing. These costs are for information purposes only.

Major Maintenance Cost (As Requested)

Carpet Cleaning (Cost per Square Foot): _____

Floor Stripping (Cost per Square Foot): _____

Sealing/Waxing (Cost per Square Foot): _____

Special request (Rate per hour): _____

YEAR 3

Monthly Cost: _____

Total Annual Cost: _____

The cost listed below will not be calculated into the offeror's bid pricing. These costs are for information purposes only.

Major Maintenance Cost (As Requested)

Carpet Cleaning (Cost per Square Foot): _____

Floor Stripping (Cost per Square Foot): _____

Sealing/Waxing (Cost per Square Foot): _____

Special request (Rate per hour): _____