

STATE OF NORTH CAROLINA

Division of Employment and Independence for People with Disabilities

(EIPD)

Invitation for Bid #: 30-25315-EIPD

Janitorial Services for Pitt County – Greenville EIPD office

MANDATORY SITE VISIT – April 15, 2025 at 11:00 AM ET

Date of Issue: March 31, 2025

Bid Opening Date: April 25, 2025

At 02:00 PM ET

Direct all inquiries concerning this IFB to:

Angela Childress

Procurement Specialist II

Email: Angela.Childress@dhhs.nc.gov]



STATE OF NORTH CAROLINA

Invitation for Bid

30-25315-EIPD

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

STATE OF NORTH CAROLINA Division of Employment and Independence for People with Disabilities.				
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message	Invitation for Bid #: 30-25315-EIPD Bids will be publicly opened: APRIL 25, 2025 at 02:00 PM ET			
Board in the Sourcing Tool. See section <u>2.6</u> for details:	Microsoft Teams <u>Need help?</u>			
Angela Childress Angela.Childress@dhhs.nc.gov	Join the meeting now			
Angela.clinidiess@diffis.itc.gov	Meeting ID: 291 332 259 528			
	Passcode: Vj6Pr7Qv			
	Dial in by phone			
	<u>+1 984-204-1487,,875627127#</u> United States, Raleigh			
	Find a local number			
	Phone conference ID: 875 627 127#			
	Join on a video conferencing device			
	Tenant key: ncgov@m.webex.com			
	Video ID: 112 983 796 4			
	More info			
	For organizers: <u>Meeting options</u> <u>Reset dial-in PIN</u>			
Using Agency: Division of	Commodity No. and Description:			
Employment and	761115 - General building and office cleaning and maintenance services			
Independence for People with Disabilities				
Requisition No.: RQ186909				

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:

Vendor:

- 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 VI	FAX NUMBER:					
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:				

VALIDITY PERIOD

Bid Number: IFB 30-25315-EIPD

Vendor:_____

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 DHHS))

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1.0 PURPOSE AND BACKGROUND

The purpose for this solicitation is to award a contract to a qualified vendor to provide janitorial services as described in the bid specifications section of this IFB for the Division of Employment and Independence for People with Disabilities (EIPD) office located at 1049 WH Smith Blvd., Greenville, NC 27834. 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") or May 1, 2025, whichever is later.

The Vendor shall begin work under the Contract within thirty (30) 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 seven (7) 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

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: <u>http://eprocurement.nc.gov/</u>.

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.

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Vendor:

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 non-responsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	March 31, 2025
Hold Mandatory Site Visit	State	April 15, 2025 at 11:00 am ET
Submit Written Questions	Vendor	April 18, 2025
Provide Response to Questions	State	April 22, 2025
Submit Bids	Vendor	April 25, 2025 by 01:50 PM ET
Bid Opening	State	April 25, 2025 at 02:00 PM ET (See page 1 for virtual meeting information)
Contract Award	State	May 1, 2025

2.5 SITE VISIT

MANDATORY SITE VISIT

Date:	Tuesday, April 15, 2025
Time:	11:00 AM ET Eastern Time
Location:	1049 WH Smith Blvd.
	Greenville, NC 27834
Contact #:	Betrina Whitfield – (252) 999-7350 – Betrina.whitfield@dhhs.nc.gov

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

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

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

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

VENDOR/REPRESENTATIVE AT SITE VISIT: _____

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 # 30-25315-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: <u>This is an absolute requirement.</u> 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. <u>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</u>. 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: <u>https://eprocurement.nc.gov/training/vendor-training</u>

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

Vendor:

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) Cover Letter, which must contain all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor's Response. [Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) 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.

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.

1. Past performance.

2. Total cost to the State.

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is

Vendor:

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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

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)*, <u>https://evp.nc.gov</u>, 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 <u>contract performance outside of</u> <u>the United States</u>, 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 the pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency 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.

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. **Vendor should include estimated total square footage of area serviced with each Customer Reference.** Contact information for each Customer Reference MUST be valid. <u>Failure</u> to provide valid contact information may result in the Vendor's bid being deemed non-responsive. The State *shall* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *will* be considered in the evaluation of the Bid.

4.6 VENDOR QUESTIONNAIRE

- **1)** Vendor agrees to provide the services as scheduled in Section 5.3 TASKS. **Yes No I**f no, please write your proposed schedule:
- 2) 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
- 4) How long (in years) has the Vendor provided janitorial services of similar size and scope? Years
- 5) Vendor agrees to conduct an annual criminal background check on employees performing. Yes 🗌 No 🗌

4.7 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.

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

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

4.6.1 GENERAL INFORMATION

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

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

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without <u>approved</u> criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use <u>The North Carolina Department of Public Safety Offender Public Information</u> or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.6.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

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

4.6.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.

- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its thencurrent officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

4.6.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
 - 1. Original unaltered criminal background check from the organization providing the background check.
 - 2. The background check provider's company name, company mailing address, and contact phone numbers.
 - 3. The full name of the individual, which matches the government issued photo ID.
 - 4. The current address of individual being checked.
 - 5. The date the criminal background check search was conducted.

4.6.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:



4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations Ver: 11/2023 15

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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.

4.9 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.11 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 restriction;
- 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.

5.0 SPECIFICATIONS AND SCOPE OF WORK

The following Janitorial Services are requested by the Division of Employment and Independence for People with Disabilities. for the period beginning on May 1, 2025, for the building occupied by the Division of Employment and Independence for People with Disabilities. located at 1049 WH Smith Blvd., Greenville, NC 27834.

5.1 SPECIFICATIONS

Job Site Contact: Betrina Whitfield – (252) 999-7350 – Betrina.whitfield@dhhs.nc.gov

Service Days: Monday, Wednesday, Friday After 5:00 PM ET.

Square Footage: 12,470 Sq. Ft.

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

- One Floor
- Offices: 1
- Conference Rooms: 2
- Kitchens: 1
- Bathrooms: 7
- Windows: 38
- Blinds: 5
- Clerical Room: 1
- Percentage of Carpeted Area: 60%
- Average Visitors Per Day (including staff members): 27

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

Vendor shall ensure Safety Data Sheets (SDS) for utilized chemicals are maintained onsite.

NOTE: A storage area will be provided.

5.2 **DEVIATIONS**

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

5.3 EXPECTATIONS

5.3.1 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.

5.3.2 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 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.

5.3.3 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.

5.3.4 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. The Division may, in its sole discretion, terminate the services of any individual person providing services under this service agreement.

5.3.5 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.

5.3.6 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.

5.3.7 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.

5.3.8 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.

5.3.9 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.

5.3.10 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".

5.3.11 INSPECTIONS

The Vendor shall provide all services no less frequently than as outlined in section 5.3 TASKS/DELIVERABLES, Cleaning Service Task List. 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 6.1 CONRACT MANAGER, 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

5.4 TASKS/DELIVERABLES

Cleaning Service Task List

Task	Daily	Weekly	Monthly	Every 6 mos.	Annually
Empty all trashcans.					
Replace trashcan liners.	\square				
Deposit all trash and boxes in dumpster.	\boxtimes				
Clean countertops, sink and floor in kitchen.					
Dust all ledges, sills and partitions to keep clean and free of dust.			\boxtimes		
Dust and damp wipe all horizontal surfaces.		\square			
Vacuum and dust all cloth bottom chairs.					
Clean grills on heat and air conditioning ducts and					
air returns.			\bowtie		
Spot clean all surfaces including entrance areas and glass partitions.					
Damp wipe and polish all chrome surfaces.	\boxtimes				
Clean and shine all chrome fixtures including drinking fountains and molding					
Wash and dry all interior and exterior glass.					\square
Dust all Venetian blinds.				\square	
Wash and dry all Venetian blinds. Blinds must be removed from windows.					\square
Vacuum all carpeted floors.					\boxtimes
Shampoo all carpet.		\square			
Sweep all uncarpeted floors.					
Use damp mop as required.		\square			
Scrub all tile and linoleum floors with soap and water and rinse buff as appropriate to keep floor clean and shiny.		\boxtimes			
Completely sweep, strip, re-wax and buff all tile and linoleum floors.					\square
Sweep bathroom floors. Wet mop with disinfectant cleaners and rinse to keep floors clean and sanitary.		\boxtimes			
Clean all sinks in bathrooms.					\square
Replenish all bathroom supplies. (Paper products and hand soap to be supplied by cleaning company.)					
Maintain solid or liquid deodorizing agent or air freshener in all bathrooms.	\boxtimes				
Thoroughly wash all restroom walls and partitions.	\square				
Wash and sanitize toilets, seats, and urinals in bathrooms.	\boxtimes				

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Deodorize and disinfect all traps, drains, toilets, and urinals in all bathrooms.	\boxtimes				
If any types of normal janitorial duties have been inadvertently omitted,					

the contract is to be interpreted to include the same

5.5 BUILDING ACCESS

Keys to entering 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.

The vendor shall NOT duplicate keys. If a key is lost or broken the vendor must notify the office representative and the vendor may request, in writing, a duplicate key be provided by the office representative.

Vendor shall NOT access the building outside of required service days and times.

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 FLOOR PLAN



6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact			
Name:			
Office Phone #:			
Mobile Phone #:			
Email:			

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact			
Name:			
Office Phone #:			
Mobile Phone #:			
Email:			

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.

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet after the contract award and before services shall commence. The meeting shall take place at 1049 WH Smith Blvd., Greenville, NC 27834 with Betrina Whitfield – (252) 999-7350 – Betrina.whitfield@dhhs.nc.gov for review of the contract expectations.

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

6.3 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.

6.4 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 Administrator, Betrina Whitfield – (252) 999-7350 – Betrina.whitfield@dhhs.nc.gov.

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 Betrina Whitfield.

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 may be subject to the following faithful performance requirements:

(1) a bond, or similar assurance;

(2) any other provision that assures performance of the Vendor.

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 <u>SIX (6)</u> <u>months</u> 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 a resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

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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

7.0 ATTACHMENT A: PRICING

Cost per Year Including Janitorial Services, Cleaning Supplies a	nd Products		
VR- Office-1049 WH Smith Blvd.,			
Greenville, NC 27834	Monthly	Ś	
Square Footage –12,470 Sq. Ft. One Floors	Total	Per Year	\$
Shampoo all carpet areas Choose an item.			
		\$	
Completely strip wax on all non-carpeted floors, re-wax and polish \$ Choose an item. \$			
Wash and dry all Venetian blinds (shall be removed from wind replaced) Choose an item.)	ow and	\$	
	Total (Choose an item	ì. \$
TOTAL SERVICES TO INCLUDE PER ANNUALLY AND BI-ANNUAL HEREIN)	\$		

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

Annual:

1. Wash and dry all interior and exterior glass. Month of service:_____ Wash and dry all Venetian blinds. Month of service:_____ 2. Blinds must be removed from windows. Month of service:_____ 3. Shampoo all carpet. Month of service:_____ 4. Scrub all tile and linoleum floors with soap and water Month of service:_____ 5. and rinse buff as appropriate to keep floor clean and shiny 6. Completely sweep, strip, re-wax and buff all tile and linoleum floors. Month of service:_____ **Bi-Annual** 1. Dust all Venetian blinds. Month of service:_____