

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Invitation for Bid #: 46-21-1410

Janitorial Services for the Museum of Natural Sciences at Whiteville

Date Issued: February 16, 2021

Bid Opening Date: February 25, 2021

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Cynthia Armes

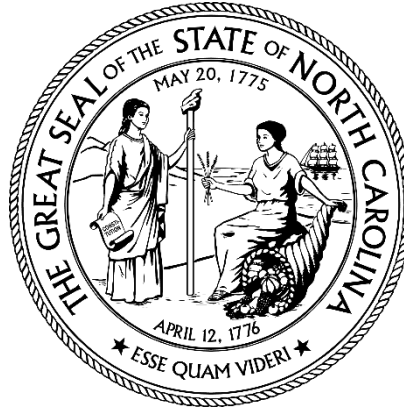
Director of Procurement

Email: Cynthia.ames@ncdcr.gov

Phone: 919-814-6728

PLEASE RETURN THE ENTIRE BID SOLICITATION

Electronic responses ONLY will be accepted for this solicitation.



STATE OF NORTH CAROLINA

Invitation for Bids

46-21-1410

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's eVP (Electronic Vendor Portal) Number or alternate identification number (e.g., Social Security 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 shall be sufficient cause to reject your bid.**

Vendor Name

FEIN or Social Security Number

NCeVP Vendor Number

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing with the North Carolina electronic Vendor Portal (NCeVP). You must enter the vendor number assigned through NC eVP. If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>. The vendor number ***is not*** your federal tax ID number.

STATE OF NORTH CAROLINA
Division of Department of Natural and Cultural Resources

Refer <u>ALL</u> Inquiries regarding this IFB to: Cynthia Armes Director of Procurement Email: Cynthia.ames@ncdcr.gov Phone: 919-814-6728	Invitation for Bids # 46-21-1410
	Bids will be publicly opened: Thursday, February 25, 2021 at 2:00 PM, ET
	Commodity No. and Description: 721015 Janitorial/Custodial Services
Requisition No.: PR12003980	Using Agency: NC Museum of Natural Sciences

EXECUTION

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

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

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

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

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

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-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.

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

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**, and it has read the **SAMPLE AGREEMENT**. These documents can be accessed from the [ATTACHMENTS](#) page within this document.

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: 46-21-1410

Vendor: _____

VALIDITY PERIOD

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your bid is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

FOR STATE USE ONLY: Offer accepted and Contract awarded as indicated on the attached certification, by

(Authorized Representative of Department of Natural and Cultural Resources)

(Date)

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1.0 PURPOSE AND BACKGROUND

The Department of Natural and Cultural Resources (hereinafter, "Department") is seeking to contract with a qualified Vendor to provide janitorial services three (3) days per week for the Museum of Natural Sciences at Whiteville located at 415 Madison Street, Whiteville, NC 28472. The contract shall consist of an all-inclusive janitorial service with Routine Cleaning Schedules, including all necessary labor, supervision, and equipment in order to keep the subject State building properly cleaned.

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 contract award (the "Effective Date").

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for one additional one-year term. The State will give the Vendor written notice of its intent whether to exercise the option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term 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

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Contract Terms and Conditions, do not apply to this solicitation.

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.6 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer. **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. 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	February 16, 2021
Hold Pre-Bid Conference/Site Visit	State	February 18, 2021 at 11:00 AM, ET
Submit Written Questions	Vendor	February 19, 2021
Provide Responses to Questions	State	February 22, 2021
Submit Bids ELECTRONICALLY	Vendor	February 25, 2021
Contract Award	State	TBD

Due to COVID 19 Requirements of Social Distancing, the Public bid opening for this solicitation will be conducted via Microsoft Teams Meeting. To hear the bid opening of IFB 46-21-1410 on February 25, 2021 at 2:00 PM, ET:

Join Microsoft Teams Meeting

[+1 984-204-1487](tel:+19842041487) United States, Raleigh (Toll)

Conference ID: 813 928 052#

2.5 SITE VISIT or PRE-BID CONFERENCE

Urged and Cautioned Site Visit

Date: **February 18, 2021**
 Time: **11:00 AM Eastern Time**
 Contact #: **Rick Adams 919-606-1987**

Instructions: Vendor representatives are URGED and CAUTIONED (as allowed under the guidelines for compliance with social distancing requirements or other COVID-19 mitigation measures that may be initiated by State or local officials) to attend the site visit and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Invitation for Bid. A non-mandatory site visit is scheduled for **11:00 AM Eastern Time** at the **North Carolina Museum of Natural Sciences at Whiteville, 415 S. Madison Street, Whiteville, North Carolina 28472 (telephone: 910-914-4185) on Thursday, February 18, 2021**. Submission of a bid shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this bid.

Vendor is 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 Invitation for Bid, must be confirmed by written addendum before it can be considered as a part of this bid.

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 above due date.

Written questions shall be e-mailed to Cynthia.armes@ncdcr.gov by the date and time specified above. Vendors will enter **"IFB # 46-21-1410: Questions"** as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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 form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received. Any bid received after the bid submission deadline will be rejected.

NC BIDS

All bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors bidding on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Cover Letter, must include a statement that confirms that the proposer has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT G: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION

2.9 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: **"Alternate Bid #___ for "name of Vendor"**. Each bid must be for a specific set of services and must include

specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. **Each bid must be complete and independent of other bids offered.**

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **CONTRACT LEAD:** Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer The Contract for the State.
- e) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the State conducts electronic procurement.
- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- g) **IFB:** Invitation for Bids.
- h) **NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.
- i) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- j) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- k) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- l) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- m) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- n) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Natural and Cultural Resources, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- o) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- p) **VENDOR:** Contractor, Vendor, Supplier, Bidder, Proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposals. These terms are used interchangeably in this IFB to define the person or company submitting a bid and agreeing to the terms and conditions. Following award of a contract, the term refers to an entity receiving such an award.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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.

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

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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 bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

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 section 2.7.

All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. 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 sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. 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 IPS 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 submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: 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 and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- 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 Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the North Carolina General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department 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 and as otherwise stated in this IFB. If a Vendor is unclear about a requirement or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period.

Provide proof of current commercial liability insurance. This must be provided within five (5) days of the award.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance of service in accordance with the requirements and specifications herein, including all applicable charges for travel, supplies, delivery, handling, administrative and other similar fees.

4.2 REFERENCES

Vendors shall provide at least three (3) references, using **ATTACHMENT F: CUSTOMER REFERENCE FORM**, for which your company has provided Services of similar size and scope to that proposed herein. The State may contact

these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

Vendor shall complete a separate Customer Reference Form for each of the three (3) required references and upload the completed Customer Reference Forms to NC BIDS as part of its proposal. Failure to include the required three (3) completed Customer Reference Forms may result in the rejection of the Vendor's proposal.

4.3 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services shall possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor shall 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 shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Services and other deliverables under this 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 Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue 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.

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 BACKGROUND CHECKS

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

4.6 PERSONNEL

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

4.7 AGENCY INSURANCE REQUIREMENTS

The Purchasing Agency has conducted a risk assessment and determined that the default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, for a Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00 are sufficient for this solicitation.

5.0 SCOPE OF WORK

Vendor shall perform janitorial services three (3) times a week as detailed in this scope of work on Monday, Wednesday and Friday mornings during the hours of 8:00 AM – 10:00 AM ET as arranged with the Contract Administrator. The Vendor will be provided with a key to access supplies/materials. In addition, there will be some monthly and optional services as authorized by the Contract Administrator. The facility is approximately 16,000 square feet.

NOTE: Due to COVID-19, hours of operation and staffing requirements are subject to change.

5.1 TASKS/DELIVERABLES

The Vendor shall:

- A. Perform janitorial services as detailed in this section during non-business hours as arranged with the Contract Administrator.
- B. Perform required tasks three (3) days a week.
 - 1. Sweep, and mop all tile floors, including entrances, exits and restrooms.
 - 2. Vacuum all carpeted areas. Spot clean carpet including entrances and exits, as needed.
 - 3. Empty all wastebaskets, including the break room and bathrooms.
 - 4. Dust, clean and/or polish all furniture, bookcases, counters, light fixtures, plants, file cabinets, pictures, windowsills, blinds, baseboards, vents, display cases, etc. as needed, but no less frequently than monthly. Upholstered furniture to be vacuumed as needed.
 - 5. Clean all glass entrances, including front entrances, exits and display cases.
 - 6. Refill paper towels, toilet paper and soap dispensers as needed.
 - 7. Clean and sanitize all bathrooms.
 - 8. Sanitize phones.
- C. Perform required monthly tasks:
 - 1. Clean all windows inside and outside at least once a month, if easily accessible.
 - 2. Maintain kitchen and bathroom floors as needed. (Clean grout, etc.)
- D. Perform optional services as authorized by the Contract Administrator:
 - 1. Provide carpet cleaning (shampooing). Vendor shall provide materials/equipment for this service.
 - 2. Provide tile floor maintenance to include stripping, waxing and/or buffing as requested by the Department. Vendor shall provide materials/equipment for this service.
- E. Immediately report any evidence of vandalism or other unusual situations.
- F. Ensure that at least one (1) person performing janitorial services speaks fluent English in order to effectively communicate with the Contract Administrator.
- G. Retain a completed and verified Federal Form I-9 on each worker performing services pursuant to this IFB.
- H. Hold and maintain commercial liability insurance throughout the Contract.

- I. Bill the Department once per month by submitting an invoice for the previous month's janitorial services no later than the first business day of the following month.
- J. Not smoke inside the building or on any grounds near the building. This is prohibited under the provisions of North Carolina General Statutes 143-597 (1) (2).

The Department will:

- A. Provide all brooms, mop/bucket, general purpose cleaners, toilet paper, paper towels, soaps, vacuum and any other equipment and supplies needed to perform janitorial services as detailed in this section. If Vendor has specific supplies they would prefer to use, then they will need to provide them.

5.2 COVID-19

- A. Vendor shall immediately notify the Contract Administrator of any COVID-19 cases of any Vendor staff members working in the contracted building.
- B. Vendor shall adhere to current CDC COVID-19 response protocol. If a Vendor staff member(s) assigned to the contract tests positive for COVID-19 or has been in close contact with a person with COVID-19, he/she must be removed from the building and self-quarantine or isolate for 10-14 days. Vendor staff member(s) are not to return to work until all CDC return to work guidelines are met—three (3) days with no fever, ten (10) days after initial testing).
- C. If Vendor is providing its own disinfecting products when cleaning per the scope of this Contract, those disinfecting products must be CDC/EPA approved. Department-provided disinfecting products are CDC/EPA approved.
- D. Until further notice, Vendor staff member(s) must wear a cloth face covering at all times while performing duties under this contract.

Vendor must adhere to any COVID protocol implemented to include signing in/out, temperature checks, etc.

5.3 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 are 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.

5.4 RULES

- 1. 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.
- 2. Employee shall report any property loss or damage to the Vendor's Supervisor immediately. The Supervisor shall report such damage immediately to the Contract Administrator in writing, specifying the location and extent of damage.
- 3. Employee shall not open drawers, file cabinets, or use any telephones unless given specific prior approval by the Department.
- 4. Employee shall not admit anyone in the building or any 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 re-locked.
- 5. Employee shall not engage in idle or unnecessary conversation with State employees, other employees of the Vendor, or visitors to the building.
- 6. 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.

7. Employee shall abide by rules and regulations set forth by the North Carolina Department of Natural and Cultural Resources that affects the performance of the work.
8. Each employee of the Vendor should have at least six (6) months to twelve (12) months of experience as a janitorial employee. Supervisory employees should have at least one (1) year of experience as a cleaning supervisor.
9. Upon written request of the Contract Administrator to the Vendor, any Vendor's employee who fails to abide by these or other rules established by the Department will be immediately terminated.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

Vendor Project Manager:

Name

Address

Address

Email

Phone Number

Department of Natural and Cultural Resources Contract Administrators	
For All Day-To-Day Activities Described In Section I, Scope of Work	For All Other Contract Issues
Dr. Shelby Laird, Head NC Museum of Natural Sciences at Whiteville 415 S. Madison Street Whiteville, NC 28472 Telephone: (919) 914-4185 Email: Shelby.gull.laird@naturalsciences.org	Cynthia Armes Director of Procurement NC DNCR, Purchasing Office 109 E. Jones Street Raleigh NC 27601 Telephone: (919) 814-6728 Facsimile: (919) 733-6993 E-mail: cynthia.ames@ncdcr.gov

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall 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 ACCEPTANCE OF WORK

In the event acceptance criteria for any services, work or other deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 of 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 requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

6.4 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 line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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

- a) Invoices must be submitted to the following address: Accounts Payable
Department of Natural and Cultural Resources
PO#
4605 Mail Service Center
Raleigh, NC 27699-4605
or **DNCRaccounts payable@ncdcr.gov**

6.5 DISPUTE RESOLUTION

During the performance of the contract, the parties must 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the State, up to six (6) months after such end date all such reasonable transition assistance requested by the State, 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 deemed to be governed by the terms and conditions of this 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 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 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. This contract shall not be amended orally or by performance but only through a written amendment executed by the Parties.

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7.0 ATTACHMENTS

ATTACHMENT A: PRICING FORM

The Bid Price shall be submitted ONLY on the form and in the format provided.

Item 1 will be evaluated.

Items 2-3 are optional costs, will not be evaluated and may be purchased at the discretion of the State.

ITEM NO.	QTY.	UOM	DESCRIPTION	SERVICE RATE (A)	ANNUAL SERVICE RATE
1	12	Month	Provide three (3) days a week and monthly janitorial services.	\$ _____ Per Month.	\$ _____
Total Turnkey Price Monthly Janitorial Services					\$ _____
OPTIONAL SERVICES to be completed as authorized by the Department					
2	1	Per Service	Provide carpet cleaning (shampooing).	\$ _____ Per Service.	\$ _____
3	2	Per Service	Provide tile floor maintenance to include stripping, waxing and/or buffing as requested by the Department.	\$ _____ Per Service.	\$ _____
Total Price for Optional Services (Items 2-3)					\$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_12.2020.pdf

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Vendors-Located-Outside-the-United-States_01.2020.pdf

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

The Certification of Financial Condition associated with this IFB is a separate document that is captioned **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link:

<https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf>

ATTACHMENT F: CUSTOMER REFERENCE FORM

The Customer Reference Form associated with this IFB is a separate document that is captioned **ATTACHMENT G: CUSTOMER REFERENCE FORM** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer-Reference-Template_092020.pdf

ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf