



STATE OF NORTH CAROLINA

Department of Revenue

Invitation for Bid #: 45 – 194958274

Janitorial Services – Terminal Drive

Date Issued: April 15, 2021

Bid Opening Date: April 28, 2021

At 3:00 PM ET

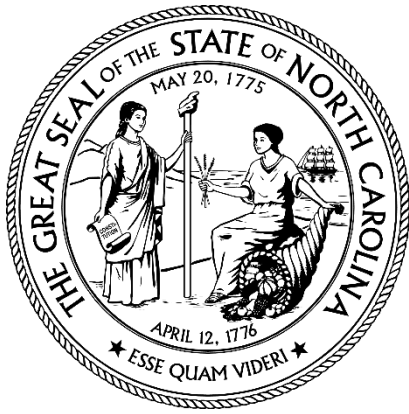
Direct all inquiries concerning this IFB to:

Kaycee D. Benson

Procurement Specialist, Procurement and Contracts

Email: DORProcurement@ncdor.gov

Phone: 919-814-1051



STATE OF NORTH CAROLINA

Invitation for Bids # 45 – 194958274

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's Vendor 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

Vendor #

Note: For your bid to be considered, 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>

Electronic responses ONLY will be accepted for this solicitation

STATE OF NORTH CAROLINA
Department of Revenue

Refer **ALL** Inquiries regarding this IFB to:
Kaycee D. Benson, Procurement Specialist
dorprocurement@ncdor.gov
919-814-1051

Invitation for Bids # 45-194958274

Bids will be publicly opened:
April 28, 2021 @ 3:00 p.m. (EST)

Contract Type: Agency Specific Contract

Using Agency: NC Department of Revenue

**Commodity No.: 761115 - General building &
office cleaning and maintenance services**

Requisition No.: PR11996928

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**.

Failure to execute/sign bid prior to submittal may render bid invalid and it WILL 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:

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

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Department of Revenue shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____, 2021, as indicated

on the attached certification, by _____

(Authorized Representative of Department of Revenue)

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1.0 PURPOSE AND BACKGROUND

The purpose of the Invitation for Bid (IFB) and any resulting contract award is to solicit bids for Janitorial Services for the North Carolina Department of Revenue (NCDOR) Terminal Drive location. NCDOR is required to provide a clean environment for its building occupants through the use of an efficient and competent janitorial service. NCDOR seeks bids from qualified, experienced Vendors to provide efficient and professional janitorial and custodial services as outlined in Section 5.0 Scope of Work.

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 BIDS 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 an E-Procurement solicitation facilitated by the Ariba Network via an NCEP Sourcing Event. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract Terms and Conditions.

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.**

By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's bid under the terms and conditions of this IFB.

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	April 15, 2021
Hold Mandatory Site Visit	State	April 21, 2021 @ 10:00 A.M. (EST)
Submit Written Questions	Vendor	April 22, 2021 @ 2:00 P.M. (EST)
Provide Responses to Questions	State	April 23, 2021
Submit Bids	Vendor	April 28, 2021 @ 3:00 P.M. (EST)
Contract Award	State	On or about May 10, 2021

2.5 Mandatory Site Visit

Date: April 21, 2021
Time: 10:00 AM (EST)
Contact #: Kaycee Benson, 919-810-1255
Location: 3301 Terminal Drive, Raleigh, NC 27604

Instructions: Due to COVID-19 precautions and preparation, all attending Vendors must abide by COVID-19 precautionary measures, including social distancing of 6-ft and wearing protective face coverings at all times. Attendees will be asked to review a self-health assessment and verbally confirm they are not experiencing any COVID19 related symptoms and have not been in close contact with anyone who has tested positive for COVID19 within the last 14 days.

It shall be MANDATORY that each Vendor representative must be present for a pre-bid site visit on April 21, 2021 at 10:00 AM (EST). Attendees shall sign in upon arrival and clearly indicate the prospective vendor representative, starting at 9:45 AM (EST), with meeting starting promptly at **10:00 AM (EST) at 3301 Terminal Drive, Suite 125, Raleigh, North Carolina 27604**. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED. Failure to attend the Mandatory Site Visit is basis for rejection of submitted bids.

The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Invitation for Bids. Vendors shall 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 bid.

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 Invitation for Bid, must be confirmed by written addendum before it can be considered to be 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 submitted through the Message Board in the NCEP Source Event using the Question Template provided in Section 3 by the date and time specified in the IFB Schedule Section of this IFB. Vendors will enter "**IFB #45-194958274 – Janitorial Services Terminal Drive - Questions**" as the subject in the message and attach the completed Question Submission Template. Questions submittals should include a reference to the applicable IFB section for each question.

Questions received prior to the question 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 IFB in Section 3 of the Sourcing Event in NCEP Sourcing, 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 timestamped when received. Any bid received after the bid submission deadline will be rejected.

North Carolina E-Procurement (NCEP)

All bid responses shall be submitted electronically via the North Carolina E-Procurement (NCEP) Sourcing tool, a link of which is available through the Interactive Purchasing Systems (IPS). In IPS, the solicitation will have an NCEP button that will redirect Vendors to the Solicitation Summary and NCEP Sourcing Event to upload bid response(s)

Bid responses should be submitted in accordance with the instructions in the NCEP Sourcing Event. Any required attachments must be filled out in its entirety. For additional information or technical assistance regarding the NCEP Sourcing tool, please contact the North Carolina e-Procurement Help Desk at 1-888-211-7440, selecting option 2 or visit <https://eprocurement.nc.gov/training/vendor-training>.

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 NCEP Sourcing Event 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.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.8 BID CONTENTS

Vendors shall provide responses to all questions of this IFB in the NCEP Sourcing Event and complete all attachments of this IFB that require the Vendor to provide information and upload to the Sourcing Event in NCEP Sourcing. Vendor will not be able to submit its response in the NCEP Sourcing Event unless all of the following items are addressed:

- a) Completed and signed version of EXECUTION PAGE, **including the body of the IFB** and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned). All IFB pages must be uploaded to the NCEP Sourcing Event. **Failure to upload all pages of the IFB and/or to sign the Execution Page, shall result in a non-responsive bid.**
- b) Demonstration of Vendor's Experience as outlined in Section 4.4
- c) ATTACHMENT: PRICING ATTACHMENT must be completed and uploaded to the NCEP Sourcing Event.
- d) ATTACHMENT: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) ATTACHMENT: LOCATION OF WORKERS UTILIZED BY VENDOR must be completed, signed, and uploaded to the NCEP Sourcing Event.
- g) ATTACHMENT: HUB SUPPLEMENTAL VENDOR INFORMATION must be completed, signed, and uploaded to the NCEP Sourcing Event.
- h) ATTACHMENT: CERTIFICATION OF FINANCIAL CONDITION must be completed, signed, and uploaded to the NCEP Sourcing Event.
- i) ATTACHMENT: SECURITY REQUIREMENTS FOR VENDOR STAFF AND CONTRACTORS

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. If Vendor is submitting an Alternate Bid for this IFB, Vendor shall follow specific instructions for uploading Alternative Bid(s) to its response in the NCEP Sourcing Event.

The Alternative Proposal must be clearly marked with the legend: "Alternate Bid #___ for [name of Vendor]." Both the principal bid and the alternative bid must be for a specific set of goods 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 ADMINISTRATOR:** Representative of the NCDOR Procurement and Contracts Office who administers the Contract (post award) for the State.
- e) **CONTRACT MANAGER:** Representative who manages contract deliverables and, in the case of the NCDOR Contract Manager, rejects or accepts goods and services.
- f) **NCDOR:** North Carolina Department of Revenue (Contracting Agency)
- g) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the State conducts electronic procurement.
- h) **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.
- i) **IFB:** Invitation for Bids.
- j) **NCEP:** The North Carolina E-Procurement Sourcing Module, as part of the Ariba Network, provides vendors the opportunity to submit bid responses electronically.
- k) **OFFICE MANAGER:** Representative in the NCDOR office location who corresponds with the NCDOR Contract Manager regarding performance or requests for contractual modifications concerning the deliverables of goods and services
- l) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the Buyer within the delivery time required.
- m) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- n) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- o) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- p) **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.
- q) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- r) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award and its employees.

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. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All responsive bids will be evaluated and award or awards will be based on the responsive bid(s) offering the lowest price that meets the requirements set out herein.

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 any portion of the goods or services 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 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:

All bids must be received by the issuing agency via the method stated in Section 2.6 not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

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.

The State reserves the right to negotiate with one or more vendors submitting bids and enter into a best and final offer (BAFO) that reflects the discussions and negotiations with the State. **The State may also reject all original offers and negotiate with one or more sources of supply.**

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.

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 bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT: 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 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 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 and cautioned to submit these items in the form of a question during the question and answer period.

4.1 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 up to a total of two (2) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each 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 for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT: PRICING FORM and upload to the NCEP Sourcing Event.

4.3 INVOICES

Vendor shall invoice the Contracting Agency. Invoices shall include detailed line item information to allow the NCDOR Contract Manager to verify pricing at point of receipt matches the correct price from the contract deliverables, as defined. At a minimum, invoice must:

- a) Be submitted on Vendor’s official letterhead or other document containing Vendor’s logo and must be identified by a unique invoice number. Any invoice backup reports and spreadsheets must be provided in electronic format.
- b) Bear the correct contract and purchase order (PO) number to ensure prompt payment. The Vendor’s failure to include the correct PO number may cause a delay in payment.
- c) Be issued monthly to NCDOR after services has been provided and include a copy of the daily cleaning log for hours worked.
- d) State the following:
 - 1. The month of service for which the invoice applies (e.g. January)
 - 2. Description of service with unit and extended costs (e.g. “General Daily Cleaning for the Month of January at \$30.00/day for 21 Business Days = Total Cost of \$630.00”)
 - 3. Major maintenance or additional cleaning services listed separately, if any (e.g. “Major maintenance of Window Washing performed on 2/15/20 for \$500.00”)
 - 4. Performance guarantee credit for the month (if applicable) to be rebilled on last invoice for the contract year term (e.g. “Performance Guarantee for the Month of January @ \$100.00”)

- i. Note—Accumulated performance guarantee credits shall be billed on the last invoice for the contract year term (e.g. “Performance Guarantee for January 2020 through December 2020 total \$1,200.00”)
5. The total for all services performed for the relevant month
6. A list of current Vendor employees that worked in the building during the invoice period

Invoices shall be submitted electronically to DORProcurement@ncdor.gov. Invoices will be subject to the NCDOR Contract Manager’s approval.

4.4 VENDOR EXPERIENCE

In its response, Vendor shall provide a written attachment describing its experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina as described in this IFB.

4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT: 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.

4.6 BACKGROUND CHECKS

Vendor and its personnel are required to undergo NCDOR provided background checks at NCDOR’s expense prior to beginning work with the State. As part of Vendor background the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, 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 responses to these requests shall be considered to be continuing representations, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, investigation, or proceeding involving Vendor or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this contract.

4.7 PERSONNEL

Vendor shall not substitute staff assigned to the performance of this Contract without prior written approval by the NCDOR Contract Manager. Vendor shall notify the NCDOR Contract Manager of any desired substitution, including the name(s) of Vendor’s recommended substitute personnel. Any substitute staff will be subject to the background check requirements outlined in Section 4.6 above. Approval or disapproval of any substitute staff may be contingent upon successfully passing a background check. 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.

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

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

4.8 VENDOR'S REPRESENTATIONS

- 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.

5.0 SCOPE OF WORK

The North Carolina Department of Revenue has a duty to provide a clean environment for its building occupants through the use of an efficient and competent janitorial service. The objective of this IFB and the Scope of Work contained herein is to obtain janitorial services from a qualified, experienced Vendor who will provide efficient and professional services. The janitorial services as described herein shall consist of an all-inclusive janitorial service with daily, weekly, bi-weekly, monthly and quarterly cleaning and major maintenance services. Services shall include all reasonable and sufficient labor hours to do an acceptable job on all tasks and a supervisor, equipment and supplies necessary to keep the contracted area professionally clean and properly supplied.

The services will be performed at the **Terminal Drive field site located at 3301 Terminal Drive, Suite 125, Raleigh, North Carolina 27604.**

5.1 GENERAL

5.1.1 BUILDING INFORMATION

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

Office Area: 21,500 sq. ft.	Carpeted Area: 20,210 sq. ft.	Vinyl Composition Tile (VCT): 1,290 sq. ft.
# Restrooms: 4	# Offices/Cubes: 51	# Conference Rooms: 4
# Kitchenette: 1	# Copy/Fax/File Work Room: 4	# Janitorial Closets: 1
# Waiting Area: 1	# Storage Rooms: 8	# LAN Room - 1
# Training Room: 1	# Employees: 50	# Break Room - 1

5.1.2 NCDOR EXPECTATIONS OF VENDOR

- 5.1.2.1 **UNIFORMS.** Vendor must provide its employees with, and its employees must wear, a distinct uniform shirt with a minimum of 2" by 4" logo of the contracting firm at all times while on NCDOR premises. The Vendor and its employees shall wear a NCDOR identification badge issued by NCDOR in compliance with its security policy. All personnel shall be dressed and groomed as appropriate for the performance of this contract. Issues or concerns about appearance or hygiene will be addressed and the resolution shall meet NCDOR's satisfaction.
- 5.1.2.2 **SUPERVISION.** The Vendor agrees to be responsible for and shall provide general supervision of all its employees working under the contract. Vendor's employees shall abide by rules and regulations as set forth by the State of North Carolina outlined in this IFB. Upon written NCDOR's written request, any Vendor or its personnel who fails to abide by the rules herein may be immediately removed from NCDOR property and replaced. Further, Vendor shall supervise its employees and ensure that work times and breaks are in accordance with the state and federal labor laws.
- 5.1.2.3 **CONFLICT OF INTEREST.** The Vendor cannot be a State employee working in the location defined by this contract. Vendor cannot employ any person who is an immediate family member of the NCDOR employees working in the location defined by this contract. Further Vendor cannot employ any NCDOR employee(s), permanent or contracted, who work at the location defined by this contract.
- 5.1.2.4 **NEW EMPLOYEES.** When Vendor hires a new employee, that employee shall not be allowed to enter the NCDOR job site until s/he has passed NCDOR's background check or is provided a NCDOR escort. Responsible Vendor personnel who has met NCDOR's security requirements shall introduce any new employee to the NCDOR Contract Manager and/or Office Manager, personally tour the facilities with the new employee, and instruct the work of the contractual requirements. A copy of these requirements will be posted in the janitorial closet where the cleaning personnel can readily see it. At the new employee's initial meeting, the employee shall show his/her company-issued ID to the Office Manager. The ID shall include both a clear photograph of the employee and the employee's name. The Office Manager shall verify that the ID matches the name of the Vendor's employee who has already passed NCDOR's background check.
- 5.1.2.5 **COMMUNICATION.** The Office Manager shall be able to communicate with Vendor and its employees. Vendor and its employees shall be able to understand all of the requirements of the Contract.
- 5.1.2.6 **OFFICE EQUIPMENT.** Vendor shall not use any of the NCDOR's office equipment, including but not limited to telephones, copy machines, fax machines, scanners, or any other NCDOR office machines, without the express permission of the NCDOR Office Manager.
- 5.1.2.7 **PRIVACY.** Vendor shall not open drawers, cabinet doors, or file cabinets. Vendor 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".
- 5.1.2.8 **PAPER DISPOSAL.** Vendor shall only dispose of the contents in trash or recycling containers. Trash and recyclable items are to be placed in dumpsters or containers designated for that purpose. Vendor shall not remove nor dispose of any paper, article, or materials from any work area or the premises, including but not limited to employee desks or conference room tables.
- 5.1.2.9 **INCIDENT/DAMAGE:** Vendor shall report any occurrences of property loss, damage, false alarms, or visits from police or fire personnel in writing to the NCDOR Contract Manager and Office Manager within twenty-four (24) hours of its occurrence. The writing shall specify the location, extent, and other details regarding the event.
- 5.1.2.10 **DAMAGES.** Vendor shall assume liability and be financially responsible for the cost of any damages, losses, or fines which are caused by the Vendor, any representative, or its employees, and/or any unauthorized person(s) that the Vendor or its personnel allow into the building. The Vendor or its insured shall reimburse NCDOR or the owner of the damaged or stolen

property for such damage or loss within thirty (30) days after written claim is submitted. If reimbursement is not made within the specified timeframe, the amount of that damage or loss may be deducted from the Vendor's outstanding payments.

- 5.1.2.11 **UNAUTHORIZED ENTRY.** Vendor shall not allow anyone to accompany them or admit anyone into any NCDOR building without prior approval of the Office Manager. Leaving exterior doors or lockable windows unsecured may be grounds for default.
- 5.1.2.12 **CONFIDENTIALITY OF SECURITY INFORMATION.** Information regarding the security and operations of NCDOR's premises is confidential and is not to be discussed with anyone except Vendor employees who have cleared NCDOR security requirements and who work on NCDOR premises. Failure to abide by this requirement may be grounds for default.
- 5.1.2.13 **PROFESSIONALISM.** Vendor shall conduct itself in a professional manner and observe proper business etiquette while on NCDOR premises. Vendor shall not bring any illegal drugs or alcohol on NCDOR premises. Vendor further shall not bring any weapons, including but not limited to guns, knives, explosives, or other incendiary devices onto NCDOR property for any reason. Anyone using excessive profanity or exhibiting violence shall be asked to leave the premises.
- 5.1.2.14 **TRAINING.** Vendor shall exclusively be responsible for training its employees on the proper handling of blood-borne pathogens in accordance with Occupational Safety and Health Administration requirements. Vendor shall use such procedures when blood and/or any other type of bodily fluids are involved. Vendor employees shall be trained on these procedures prior to starting janitorial services. Any training pursuant to this section shall be at no cost to NCDOR. Vendor shall also instruct its personnel on the appropriate entrances and exits for their use.
- 5.1.2.15 **SOLICITING.** Under no circumstances shall Vendor ask for donations from NCDOR's employees, attempt to sell goods or services to NCDOR employees, or conduct any other form of solicitation. Failure to comply with this requirement may result in removal from NCDOR premises.

5.2 CLEANING

5.2.1 GENERAL CLEANING

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

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

5.2.2 MAJOR MAINTENANCE

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

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

If Major Maintenance are to be performed on weekdays, the work shall only be performed between the hours of 5:00 PM and 11:00 PM. If Major Maintenance Services are to be performed on weekends, the work shall be performed between the hours of 7:00 AM to 11:00 PM. Any exceptions to Major Maintenance working hours must be requested in writing and approved by the NCDOR Contract Manager.

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

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

5.2.3 COVID-19 REQUESTED SERVICES

During COVID-19 active season NCDOR may request additional services related to the requirement of incorporating a wipe down with disinfectant cleaner of all hard surfaces in the building, focusing on areas where the public has access (i.e. lobby, waiting areas, contact rooms, kiosks, and bathrooms). The hard services include but are not limited to door handles, handrails, conference room tables and chairs, elevator buttons (if applicable), water fountains, bathroom stall doors/handles, and faucet handles. This practice shall be provided two (2) times, daily, in an effort to provide prevention of the spread of the virus. Services shall be billed on a monthly basis.

5.2.4 ADDITIONAL REQUESTED SERVICES

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

5.2.5 STORAGE AND UTILITIES

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

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

5.2.6 INSPECTIONS

The Vendor shall provide all services no less frequently than the schedule specified. The Office Manager will inspect the premises to ascertain whether the services are being satisfactorily provided.

The Office Manager may conduct monthly inspections during normal business hours of the contracted building accompanied by a Vendor or representative.

Unannounced random inspections will be made at the discretion of the NCDOR Contract Manager and/or Office Manager.

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

5.3 SUPPLIES

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

- 5.3.1 Current MSDS data sheets for all chemicals used for this contract shall be submitted before starting work in the buildings and updates shall be submitted when changes are made prior to using the products. A notebook/ring binder containing all of the MSDS sheets 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 company's name. The MSDS sheets shall match the chemicals in that location as well as those used during cleaning.

- 5.3.2 Only commercial quality cleaning supplies shall be used. All disinfectants shall be EPA registered (Topic D List) and approved as effective against all Blood borne Pathogens, including Hepatitis B and HIV. The list of supplies can be found at <http://www.epa.gov/oppad001/chemregindex.htm>. **Bleach of any type or any pine oil type products are not to be used.** Manufacturers' directions on refilling of bottles shall be followed. All containers, applicators, and bottles shall be labeled with the product contained therein. Powdered cleanser with bleach is allowed (ex: Ajax or Comet powdered cleanser).
- 5.3.3 Vendor shall supply products for existing dispensers. This includes, but is not limited to toilet seat cover dispensers, paper product dispensers, deodorizer dispensers and hand soap dispensers.
- 5.3.4 Vacuum cleaners shall be a HEPA and have a HEPA filter and be of commercial equivalent. The specifications shall state it will remove particles as small as .3 microns and remove 99.96% of the dust and debris that passes through the equipment. The vacuum filter shall be sealed at both ends of the filter so that no dust gets around the filter. The Office Manager shall inspect vacuum cleaners, as needed. Equipment not meeting specifications shall be replaced immediately. Vacuum cleaners having HEPA filters that do not meet these specifications shall not be acceptable. The Vendor, prior to the use of such equipment shall furnish manufacturer's data on the HEPA vacuum cleaner to the NCDOR Contract Manager.
- 5.3.5 Hand soap shall be foam antibacterial or foam antimicrobial soap. Hand soap used for refillable soap dispensers shall state so on the primary container. Do not allow hand soap dispensers to leak.
- 5.3.6 Paper products shall be made from recycled post-consumer content. Paper products shall be of a high quality, at least 2-ply and soft. Paper products shall be white, and NCDOR prefers Process Chlorine Free (PCF). If PCF towels are not available, then Vendor may choose a product that is Elemental Chlorine Free (ECF). Packaging should be responsible, minimal packaging and/or products sold in bulk. Choose products that are packaged in materials that are recycled, recyclable, and free of toxic metals, fragrances, dyes and inks made from non-renewable resources.
- 5.3.7 At the termination of this contract, sufficient amounts of toilet paper, paper towels, toilet seat covers, soap and deodorizers shall be left in the restrooms to last at least a week.
- 5.3.8 "Wet Floor" signs shall be furnished by the Vendor and displayed visible to traffic anytime a floor is wet regardless of whether service is being provided or due to inclement weather. Vendor employees shall collect the signs when the floor is dry and store them in the proper location prior to leaving for the day.
- 5.3.9 Protective clothing shall be furnished by the Vendor to all its employees to perform their job. Exposure Controls/Personal Protection normally identified on Material Safety Data Sheets will be followed and enforced.
- 5.3.10 In response to and during the COVID-19 pandemic, Vendor shall support all applicable personal protection equipment (e.g. face masks, eye shields, and/or gloves) to insure the safety of its employees.
- 5.3.11 Vendor shall replace, at no cost to the state, any hand soap, deodorizer, or toilet seat cover dispensers that are missing or broken for the duration of this contract.
- 5.3.12 All supplies and equipment shall be kept in designated storage locations as specified by the NCDOR Contract Manager. NCDOR shall provide the Vendor with reasonable storage space for supplies and equipment. The Vendor shall not use any other spaces to store equipment of supplies other than those assigned by the NCDOR Contract Manager.
- 5.3.13 **Light bulbs**—Light bulbs and tubes are furnished and replaced by the landlord of this leased facility. Vendor will not be responsible for changing light bulbs and tubes. Vendor will also not be required to change any personal lamp light bulbs.
- 5.3.14 **HVAC Filters**—The landlord furnishes and replaces HVAC filters for this facility. Vendor will not be responsible for changing HVAC filters.
- 5.3.15 **Repairs**—Vendor is required to notify the NCDOR Contract Manager and Office Manager of any item or equipment that malfunctions and requires repair, including all restroom equipment/fixtures and all light fixtures that do not operate properly.

RECYCLED CONTENT:

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

Material: _____ **Percentage %:** _____

5.4 EQUIPMENT

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

Note, it is mandatory that the Vendor provide a vacuum cleaner with a noise level that does not exceed 52 decibels, such as the ProTeam “QuietPro BP” #105733 backpack vacuum cleaner. The Vendor must fill in the Manufacturer, Model and “decibel level” of proposed vacuum cleaner(s)

Vacuum(s) MFG: _____

Model: _____ Rated at _____ Decibels

****Vendor shall upload in the NCEP Sourcing Event manufacturer’s specifications that lists decibel level minimum of vacuum****

5.5 SCHEDULE OF PERFORMANCE

NOTE TO VENDOR: All work performed under this contract is to take place between the working hours of 8:00 AM and 5:00 PM, Monday through Friday, with the exception of Major Maintenance.

CLEANING TASK	DAILY	WEEKLY	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
GENERAL CLEANING SERVICES							
<u>GARBAGE REMOVAL:</u>							
EMPTY TRASH CANS AND REPLACE LINERS AT END OF SHIFT	X						
REMOVE TRASH FROM FRONT AND BACK PARKING LOTS		X					
TRANSPORT RECYCLE BINS FROM BUILDING TO PICK UP SITE		X					
REMOVE ALL MATERIALS MARKED AS “TRASH”	X						

CLEANING TASK	DAILY	WEEKLY	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
DEPOSIT ALL TRASH AND CARDBOARD IN APPROPRIATE DUMPSTER CONTAINERS	X						
EMPTY ALL OUTDOOR GARBAGE CANS AND REPLACE LINERS (IF APPLICABLE)	X						
EMPTY/CLEAN SMOKING URNS ON OUTSIDE OF BLDG. (IF APPLICABLE)			X				
<u>BREAKROOM CLEANING:</u>							
CLEAN COUNTERTOPS, SINK, MICROWAVE OVEN, REFRIGERATOR EXTERIOR, TABLE TOPS/TABLE LEGS, AND CHAIR BACKS	X						
REPLENISH PAPER TOWELS AND SOAP IN ALL BREAK ROOMS. (NOTE, SUPPLIES SHALL BE PROVIDED BY VENDOR)	X						
SWEEP FLOORS. WET MOP WITH DISINFECTANT CLEANER OR IF NECESSARY, SCRUB WITH SOAP AND WATER	X						
<u>RESTROOM CLEANING:</u>							
REPLENISH ALL RESTROOM SUPPLIES SUCH AS HAND SOAP AND PAPER PRODUCTS (NOTE, ALL SUPPLIES SHALL BE PROVIDED BY VENDOR AND SUFFICIENT QUANTITIES SHALL <u>ALWAYS</u> BE AVAILABLE)	X						
DEODORIZE AND DISINFECT ALL TRAPS, DRAINS, TOILETS, AND URINALS IN BATHROOMS.				X			
THOROUGHLY WASH ALL RESTROOM WALLS AND PARTITIONS.				X			

CLEANING TASK	DAILY	WEEKLY	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
WASH AND SANITIZE SINKS, COUNTER TOPS, FAUCETS, DOOR KNOBS, TOILET BOWL/SEATS AND URINALS	X						
MAINTAIN SOLID OR LIQUID DEODORIZING AGENT/AIR FRESHENER IN ALL RESTROOMS	X						
WIPE PARTITIONS BETWEEN TOILETS WITH DISINFECTANT		X					
CLEAN MIRRORS	X						
SWEEP FLOORS. WET MOP WITH DISINFECTANT CLEANER OR IF NECESSARY, SCRUB WITH SOAP AND WATER	X						
<u>ENTRANCE AREAS:</u>							
SWEEP OR USE CHEMICALLY TREATED DUST MOP ON ALL UNCARPETED FLOORS AND DAMP MOP AS REQUIRED	X						
SPOT CLEAN ALL INTERIOR AND HORIZONTAL SURFACES INCLUDING PARTITIONS.	X						
CLEAN AND SHINE ALL CHROME FIXTURES INCLUDING DRINKING FOUNTAINS AND MOLDING.	X						
MOP/SCRUB UNCARPETED FLOORS (EXCLUDING RESTROOMS & BREAK ROOMS)		X					
SWEEP OUTSIDE ENTRANCES, SIDEWALKS AND PORCHES		X					
SWEEP LOADING DOCK		X					
VACUUM CARPET/MATS & SPOT CLEAN IF NEEDED		X					

CLEANING TASK	DAILY	WEEKLY	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
OTHER:							
SPOT CLEAN ALL GLASS SURFACES INCLUDING ENTRANCE AREAS, MIRRORS AND GLASS PARTITIONS	X						
CLEAN LIGHT SWITCHES AND DOOR FACINGS				X			
SPRAY BUFF ALL TILE, STONE, TERRAZZO FLOORS MORE FREQUENTLY AS NEEDED.				X			
SPECIAL CLEANUP OF AREAS WHICH HAVE HAD FURNITURE, EQUIPMENT, CARPET, OR CABINET REMOVAL	X						
CLEAN AND SANITIZE DRINKING FOUNTAINS	X						
USE CHEMICALLY-TREATED CLOTH TO DUST HORIZONTAL SURFACES INCLUDING DESKS, WORKSTATIONS, TABLES TELEPHONES, COMPUTER/PRINTER EQUIPMENT. NO PAPERWORK IS TO BE MOVED.			X				
WASH AND/OR DUST AND SPOT CLEAN WALLS, WOODWORK, SWITCHPLATES, FIRE EXTINGUISHERS, ETC.			X				
DAMP WIPE AND POLISH ALL CHROME SURFACES			X				
VACUUM ALL CARPETED AREAS. REMOVE ALL PINS, CLIPS, PAPER.		X					
SCRUB ALL TILE AND LINOLEUM FLOORS WITH SOAP AND WATER AND RINSE BUFF AS APPROPRIATE TO KEEP FLOORS CLEAN AND SHINY		X					
REMOVE COB WEBS FROM CEILINGS				X			

CLEANING TASK	DAILY	WEEKLY	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
DUST CEILING VENTS AND AIR RETURN VENTS				X			
DUST ALL LEDGES, SILLS AND PARTITIONS TO KEEP DUST FREE AND CLEAN.				X			
QUARTERLY SERVICES							
CLEAN ALL GRILLS ON HEAT AND AIR CONDITIONING DUCTS AND COLD AIR RETURNS.					X		
COMPLETELY SWEEP, STRIP AND REWAX, BUFF ALL TILE, LINOLEUM, TERRAZZO AND POLISHED STONE FLOORS.					X		
SEMI-ANNUAL SERVICES							
DUST CLEAN WINDOW SILLS AND BLINDS						X	
VACUUM ALL CLOTH-UPHOLSTERED CHAIRS						X	
VACCUUM CUBICLE WALLS						X	
WASH AND DRY ALL INTERIOR AND EXTERIOR GLASS						X	
CLEAN JANITORIAL, ELECTRICAL, MECHANICAL AND TELEPHONE ROOMS (IF APPLICABLE)						X	
MAJOR MAINTENANCE SERVICES							
WASH AND DRY ALL BLINDS. BLINDS MUST BE REMOVED FROM WINDOWS.							X

CLEANING TASK	DAILY	WEEKLY	EVERY 2 WEEKS	MONTHLY	QUARTERLY	EVERY 6 MONTHS	ANNUALLY
WASH INSIDE/OUTSIDE WINDOWS, GLASS DOORS AND GLASS PARTITIONS (IF APPLICABLE)							X
WASH CEILING VENTS AND AIR RETURN VENTS							X
CLEAN LIGHT LENS, LIGHT GLOBES AND LIGHT DIFFUSERS							X
COMPLETELY SWEEP, STRIP AND REWAX, BUFF <u>ALL</u> TILE, LINOLEUM, TERRAZZO AND POLISHED STONE FLOORS.							X
SHAMPOO OR STEAM-CLEAN <u>ALL</u> CARPET, INCLUDING MATS							X
COVID-19 (ONLY DURING REQUESTED ACTIVATED PERIODS – MONTHLY)							
Disinfectant Cleaning – Wipe down all hard surfaces w/Disinfectant 2 times daily	XX						

5.6 ACCEPTANCE OF WORK

In the event acceptance criteria for any Services, work or other deliverables is not described herein or 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 Services, work or other 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 Services, work or other 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.

5.7 LIQUIDATED DAMAGES

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

- If a Vendor does not provide an expected day's service for a required State business day, the Vendor's next invoice may be reduced by the NCDOR Contract Manager to only pay for the hours actually worked that day at a prorated rate based upon the hourly rate.
- If a Vendor does not provide enough supplies to last until the next workday, or the Vendor's employee does not have purchasing authority or direct access to company-supplied supplies, the Vendor shall reimburse NCDOR within 30 days for the purchase of these supplies. In addition, the Vendor's next invoice may be reduced by the Contract Administrator(s) as deemed appropriate for each day's occurrence. For example, if the bathrooms were not properly cleaned for two (2) days

because there was no disinfectant available, the Contract Administrator(s) may adjust the invoice to deduct labor time normally required for performing that task.

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

5.8 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 three (3) 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.

6.0 CONTRACT MANAGEMENT

6.1 CONTRACT MANAGER AND EMERGENCY POINT OF CONTACTS

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. This must be completed upon bid submission.

Vendor Contractual Point of Contact (Contract Manager)	
Name:	
Street:	
City, State, Zip:	
Assigned Contract Manager:	
Email:	
Phone (office):	
Phone (cell):	
NCDOR Contractual Point of Contact	NCDOR Procurement and Contract Point of Contact
Name: Caitlin Burch	Name: Kaycee Benson
Email: Caitlin.Burch@ncdor.gov	Email: kaycee.benson@ncdor.gov
Phone (office): 919-814-1578	Phone (office): 919-814-1051

6.2 VENDOR RESPONSIVENESS

Normal business hours are from 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays. Vendor Contract Manager shall confirm or acknowledge receipt of request within four (4) hours after contact from the NCDOR Contract Manager during normal business hours.

Emergency Requests. Vendor Contract Manager shall confirm or acknowledge receipt of emergency requests within one (1) hour after contact from the NCDOR Contract Manager or Administrator. Vendor shall provide necessary equipment to address the emergency situation (e.g. equipment to extract water from carpets or remove debris, trash, dirt, or mud resulting from leaks, floods, or overflows as needed).

Special Requests. Vendor Contract Manager shall promptly work with NCDOR Contract Manager to accommodate special requests. Vendor shall acknowledge receipt of request for services within one (1) business day of receipt of special request. Upon mutual agreement of the performance, costs, and timeframes for completion of special requests, NCDOR Contract Manager will work with Contract Administrator to document the request via contract amendment.

6.3 POST AWARD PERFORMANCE REVIEW MEETINGS

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

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

The quarterly meeting shall include an inspection of the building, evaluation of the past quarter's performance, and review of the prior quarter invoices. All problems found or discussed during the inspection and quarterly meeting shall be corrected immediately or as outlined in the Section 6.4 Performance Remediation. The NCDOR Contract Manager will provide to Vendor Contract Manager a report summarizing the Vendor's quarterly performance within two (2) days of completion of the quarterly meeting.

Any changes in equipment, service schedule, or anything related to the performance of the Vendor at the facility served shall be approved by the Contract Administrator prior to the change becoming effective. Once a change has been properly approved, a new "revised" Purchase Order shall be provided to the Vendor via standard eProcurement delivery. Vendors are cautioned that no facility may make changes in equipment and/or service related to the performance of this contract without the requisite prior approval.

6.4 PERFORMANCE REMEDIATION

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

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

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

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

6.5 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the State shall be submitted in writing to the Vendor's Contract Manager for resolution. The Parties shall 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 the Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 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 the Vendor. All contract modifications must be administered by the NCDOR Contract Administrator. **PRICE ADJUSTMENTS**
Prices proposed by the Vendor shall be firm for the **first year** of the contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

6.7 TAXES

No taxes shall be included in any bid prices.

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