



# **STATE OF NORTH CAROLINA**

**Department of Commerce**

**Division of Workforce Solutions**

**Invitation for Bid #: 43-1319-21**

**Janitorial Services, Lumberton**

**Date Issued: April 23, 2021**

**Bid Opening Date: May 10, 2021**

**At 2:00PM ET**

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

Casey Jones

Purchasing Agent II

Email: [casey.c.jones@nccommerce.com](mailto:casey.c.jones@nccommerce.com)



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**43-1319-21**

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

\_\_\_\_\_  
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 COMMERCE**

Refer <b><u>ALL</u></b> Inquiries regarding this IFB to: <b>Casey Jones</b> <a href="mailto:Casey.c.jones@nccommerce.com">Casey.c.jones@nccommerce.com</a>	Invitation for Bids # 43-1319-21
	Bids will be publicly opened: May 10, 2021 at 2:00 p.m. E.T.
Using Agency: Division of Workforce Solutions	Commodity No. and Description: Janitorial Services
Requisition No.: PR11964527	

**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:

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

on the attached certification, by \_\_\_\_\_

**(Authorized Representative of DOC)**

<b>1.0</b>	<b>PURPOSE AND BACKGROUND.....</b>	<b>5</b>
<b>1.1</b>	<b>CONTRACT TERM .....</b>	<b>5</b>
<b>2.0</b>	<b>GENERAL INFORMATION .....</b>	<b>5</b>
<b>2.1</b>	<b>INVITATION FOR BID DOCUMENT .....</b>	<b>5</b>
<b>2.2</b>	<b>E-PROCUREMENT SOLICITATION .....</b>	<b>5</b>
<b>2.3</b>	<b>NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS .....</b>	<b>5</b>
<b>2.4</b>	<b>IFB SCHEDULE .....</b>	<b>6</b>
<b>2.5</b>	<b>SITE VISIT .....</b>	<b>6</b>
<b>2.6</b>	<b>BID QUESTIONS .....</b>	<b>6</b>
<b>2.7</b>	<b>BID SUBMITTAL .....</b>	<b>7</b>
<b>2.8</b>	<b>BID CONTENTS .....</b>	<b>7</b>
<b>3.0</b>	<b>METHOD OF AWARD AND BID EVALUATION PROCESS .....</b>	<b>8</b>
<b>3.1</b>	<b>METHOD OF AWARD .....</b>	<b>8</b>
<b>3.2</b>	<b>CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION .....</b>	<b>8</b>
<b>3.3</b>	<b>BID EVALUATION PROCESS .....</b>	<b>8</b>
<b>3.4</b>	<b>PERFORMANCE OUTSIDE THE UNITED STATES.....</b>	<b>9</b>
<b>3.5</b>	<b>INTERPRETATION OF TERMS AND PHRASES .....</b>	<b>9</b>
<b>4.0</b>	<b>REQUIREMENTS .....</b>	<b>9</b>
<b>4.4</b>	<b>PROOF OF INSURANCE .....</b>	<b>9</b>
<b>4.4</b>	<b>CRIMINAL BACKGROUND CHECKS .....</b>	<b>9</b>
<b>4.4</b>	<b>VENDOR/EMPLOYEE POLICIES .....</b>	<b>11</b>
<b>4.4</b>	<b>REFERENCES.....</b>	<b>11</b>
<b>5.0</b>	<b>SPECIFICATIONS .....</b>	<b>12</b>
<b>6.0</b>	<b>CONTRACT ADMINISTRATION .....</b>	<b>14</b>
<b>6.1</b>	<b>PROJECT MANAGER AND CUSTOMER SERVICE .....</b>	<b>14</b>
<b>6.2</b>	<b>CONTRACT ADMINISTRATION .....</b>	<b>14</b>
<b>6.3</b>	<b>POST AWARD MANAGEMENT REVIEW MEETINGS.....</b>	<b>14</b>
<b>6.4</b>	<b>CONTINUOUS IMPROVEMENT .....</b>	<b>15</b>
<b>6.5</b>	<b>DISPUTE RESOLUTION .....</b>	<b>16</b>
<b>6.6</b>	<b>CONTRACT COMPLAINT PROCEDURES .....</b>	<b>16</b>
<b>6.7</b>	<b>INVOICES .....</b>	<b>16</b>
<b>6.8</b>	<b>CONTRACT CHANGES .....</b>	<b>16</b>
<b>7.0</b>	<b>ATTACHMENTS .....</b>	<b>17</b>
	<b>ATTACHMENT A: PRICING FORM.....</b>	<b>17</b>
	<b>ATTACHMENT B: INSTRUCTIONS TO VENDORS.....</b>	<b>18</b>

**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS ..... 18**

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR ..... 18**

**ATTACHMENT E: CUSTOMER REFERENCE FORM ..... 18**

**ATTACHMENT F: HUB SUPPLEMENTAL SUPPLIER INFORMATION ..... 18**

**ATTACHMENT G: SAMPLE AGREEMENT ..... 18**

## 1.0 PURPOSE AND BACKGROUND

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The intent of this solicitation is to award an Agency contract for *daily Janitorial Services, as herein specified, for the North Carolina Department of Commerce, Division of Workforce Solutions, Lumberton NC Works Career Center. NCDOC seeks bids from qualified, experienced Vendors to provide an efficient and professional service to maintain a healthy and clean environment for our staff and customers.*

*It is the intent of NCDOC to enter into a Contractual Agreement with a qualified Vendor who can provide professional on-site Janitorial Services described herein.*

*It is also the intent of this IFB to ensure accountability between the awarded Vendor and the NCDOC site as it relates to performance of the contract, pertinent documentation and record keeping of work performed.*

*This IFB outlines procedures and specifications that Vendors shall use when serving the site and describes the specifications Vendors shall use to ensure the professional cleaning services required.*

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year beginning on June 1, 2021. (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 two (2) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise the option no later than 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

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### 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 so E-procurement fees 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.**

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 23, 2021
Hold Pre-Bid Conference/Site Visit	State	May 4, 2021 at 10:00 a.m.
Submit Written Questions	Vendor	May 4, 2021 by 5:00 p.m.
Provide Responses to Questions	State	May 5, 2021 by 5:00 p.m.
Submit Bids	Vendor	May 10, 2021 by 2:00 p.m.
Contract Award	State	TBD

## 2.5 MANDATORY SITE VISIT

**Instructions:** It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on **May 4, 2021 at 10:00 a.m.** Attendees must meet promptly before 10:00 a.m. at **289 Corporate Drive, Suite B, Lumberton, NC 28358**. All attendees must sign in upon arrival and clearly indicate the prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

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 Bid. 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 e-mailed to [casey.c.jones@nccommerce.com](mailto:casey.c.jones@nccommerce.com) by the date and time specified above. Vendors will enter "IFB # 43-1319-21 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—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. 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 ATTACHMENTS D, E and F

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

All qualified bids will be evaluated and award will be based *on lowest bid meeting specifications*.

While the intent of this IFB is to award a Contract to 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.

### 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 3.1.

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 RFP have been evaluated and determined to be unsatisfactory.

### **3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT D: 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**

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### **4.1 PROOF OF INSURANCE**

All insurance required by the North Carolina General Contract Terms and Conditions shall be obtained and coverage maintained during the term of this contract. The Vendor shall provide Certificates of Insurance to the NCDOD Procurement and Contracts department prior to execution of this contract. This includes an original Certificate of Liability Insurance form and the subsequent renewal forms covering each type of insurance, which shall also be sent to the DOC Purchasing Agent listed in this IFB. Failure to maintain continuous insurance coverage and provide current certificates of Insurance to DOC during the term of this contract may be considered default and the contract may be cancelled.

### **4.2 CRIMINAL BACKGROUND CHECK**

The Contractor shall have a pre-employment criminal record check conducted for each employee. These background checks must be on file and provided at the request of the DOC.

(1) Any criminal 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;

(2) 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 that it is aware of 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.

### 4.3 VENDOR/EMPLOYEE POLICY

The Contractor shall make certain that all Employees:

- a. **UNIFORMS** -The Vendor and his/her employees shall wear an identification badge or a logo shirt.
- b. **SUPERVISION** - The Vendor agrees to be responsible for and shall provide general supervision of all its employees working under this agreement. The Vendors' employees shall abide by rules and regulations set forth by the State of North Carolina which affect the performance of the work, including the following rules for the property outlined in this IFB. Upon written request by DOC to the Vendor, any Vendor or its personnel who fails to abide by the following rules may be immediately removed from this property and replaced by another employee.
- c. **CONFLICT OF INTEREST** - The Vendor cannot be a State employee working in the contracted buildings. The Vendor cannot employ any person that is an immediate family member of the State employees working in the contracted buildings. The Vendor cannot employ any State employee(s) or contracted State employee(s) who work at the locations defined in this contract.
- d. **NEW EMPLOYEES** -. The Vendor or a responsible representative of the company shall introduce any new employee to the Contract Administrator(s), personally tour the facilities with the new employee and instruct the worker of the contract requirements.
- e. **COMMUNICATION**- The Vendor, the supervisor(s) and the Contract Administrator shall all be able to communicate with all of the Vendor's employees, regardless of language. The Vendor and his/her employees shall be able to understand all of the requirements of this contract.
- f. **EXPERIENCE** - Each employee of the Vendor shall have at least six (6) months of cleaning experience.
- g. **OFFICE EQUIPMENT** – Vendor's employees shall not use copy machines or any other office machines without permission by the Contract Administrator(s). He/she shall not use any telephones unless given express permission by the Contract Administrator.
- h. **COPY EQUIPMENT** – Employees shall not clean, unplug or move copy machines or other office machines without the permission of the Contract Administrator or the NCDOD personnel occupying the space.
- i. **PRIVACY**- Vendor employees shall not open drawers, cabinet doors or file cabinets. Contractor's employees shall not disturb any papers, boxes, or other materials except those in trash receptacles or designated areas for trash or unless such material is properly identified as "trash".
- j. **PAPER DISPOSAL** - Vendor's employees shall not remove nor dispose of any paper, article or materials from any work area or the premises, regardless of its value or regardless of any NCDOD employee's permission. This is to include the contents of, or any item found in trash or recycling containers in or around the premises. Trash and recyclable items are to be placed in dumpsters or containers designated for that purpose.
- k. **INCIDENT/DAMAGE** - Vendor and its employees shall report any occurrences of property loss, damage, false alarms, or visits from police or fire personnel to the Contract Administrator. The Vendor shall report any such incidents or damage within twenty-four (24) hours to the Contract Administrator(s) in writing, specifying the location, the extent of the damage and detailing the event.
- l. **DAMAGES** – The Vendor shall assume liability and be financially responsible for the cost of any damages or fines which are caused by the Vendor, any representative, its employees and/or any unauthorized person(s) that the Vendor or its cleaning personnel allowed into the building.
- i. The Vendor or its insurer shall reimburse NCDOD or the owner of damaged or stolen property for such damage or loss within thirty (30) days after a written claim is submitted. If reimbursement is not made, the amount of that loss may be deducted from the Vendor's outstanding payments.
- m. **UNAUTHORIZED ENTRY** – Vendor employees shall not allow anyone to accompany them or admit anyone into any building who without prior approval of the Contract Administrator. Leaving exterior doors or lockable windows unsecured may be grounds for a warning letter and/or may lead to default of the contract.

n. **AGENCY INFORMATION** – Information relating to the security and operation of NCDOC's premises is protected and is not to be discussed with anyone except other previously-cleared employees assigned to this jobsite who work directly for the Vendor. Breach of the security of the building may be cause for a warning letter and/or may lead to default of the contract.

o. **PROFESSIONALISM** - Vendors' employees shall conduct themselves in a professional manner and observe proper business ethics while on this job site. Vendor's employees shall not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto any State property for any reason. Anyone using profanity or threatening violence shall be asked to leave the premises. Vendor may receive a warning letter for use of profanity or not behaving in a professional manner.

p. **TRAINING** - The Vendor/Supervisor shall exclusively be responsible for training its employees on the following procedures:

He/she shall instruct employees which door to enter and exit from at the beginning and the end of their shift.

The Vendor shall perform initial and on-going training, at no cost to NCDOC, of its janitorial supervisory employees, and janitorial personnel in the proper handling of Blood borne Pathogens in accordance with OSHA requirements. The Vendor's personnel shall use such procedures when blood and/or any other type of body fluids are involved. Employees shall be trained before starting janitorial services.

q. **SOLICITATIONS** – Under no circumstances shall Vendor's employees ask for donations from NCDOC's employees, attempt to sell goods or services to NCDOC's employees, or conduct any other form of solicitation. Failure to comply with this requirement may require removal of this person from the contracted premises.

#### 4.4 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State *may* contact these users to determine quality level of services offered; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the proposal.

## 5.0 SPECIFICATIONS

Janitorial Services shall be provided for the North Carolina Department of Commerce, at the NC WORKS Career Center located at 289 Corporate Drive, Suite B, Lumberton, NC 28358. There are approximately **10,095** square feet in this building.

**NOTE:** The Vendor is responsible for verifying any square footage or other specific measurements during the Pre-Bid Conference.

The services will be conducted pursuant to the following Scope of Work:

Services provided will include daily cleaning, including labor, supervision, materials and equipment in order to keep the contracted area clean and supplied. Contractor is responsible for taking the paper and plastic recycling, cardboard and trash bags to containers on site; inside and outside locations. Services must be provided Monday through Friday except for State Holidays. All work shall be done after 5:00 p.m. and before 8:00 a.m.

The contractor must provide all services as scheduled. The Contractor shall be required to provide sufficient labor hours, equipment, materials and cleaning supplies to complete all requirements. Contractor must provide a commercial vacuum cleaner for use.

### **Daily General Cleaning:**

The following tasks must be performed each day, Monday through Friday, except State holidays. The daily task list sheet (attachment B) must be completed daily. (Attachment B)

1. Empty trash cans by replacing plastic liners. Cans are to be washed if needed.
2. Remove all materials marked with the word "trash".
3. Deposit all trash in dumpster or other designated container.
4. Dust and damp wipe all interior and horizontal surfaces.
5. Dust all blinds and window sills.
6. Sweep and mop all uncarpeted floors and mats (including hallways, offices and entrance areas). All floors must be kept clean, including stain and spot removal.
7. Vacuum all carpeted areas. Loose paper, pins, clips and other trash shall be removed. Spot clean carpet as needed.
8. Clean and shine all chrome fixtures including drinking fountains and molding.
9. Clean windows and doors internal and external.
10. Sweep outside entrances and sidewalk.
11. Clean up trash, paper and litter inside and around the outside of building including the parking lot (s).
12. Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges and scrapes.

### **Restroom Maintenance (Daily)**

1. Replenish all restroom supplies. **These supplies shall be provided by the State Agency.**
2. Sweep and mop bathroom floors with a disinfectant cleaner.
3. Wash and sanitize toilets, seats and urinals.
4. Clean all sinks and countertops.
5. Damp wipe and polish all chrome surfaces and mirrors.
6. Dust all ledges, grills and partitions to keep dust free and clean.
7. Wash all restroom walls and partitions.
8. Empty all trash cans by replacing plastic liners. Trash cans must be cleaned thoroughly.
9. Deodorize and disinfect all traps, drains, toilets and urinals in bathroom.

### **Monthly**

1. Spray buff all tile and linoleum floors.
2. Clean all air grills.
3. Clean Blinds.

**Semi-Annually:**

1. Strip, re-wax and buff all tile and linoleum floors.
2. Shampoo or steam clean all carpet.
3. Wash and dry all interior and exterior glass windows and doors.
4. Clean all electrical lights and related equipment.

**NOTE: The first Semi-Annual requirements must be performed during the first 90 days of the contract period. These tasks must be scheduled in advance with the Contract Administrator.**

## 6.0 CONTRACT ADMINISTRATION

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### 6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

The Vendor shall identify its initial Contract Manager in its bid submission and shall confirm the name, title, address, telephone number, facsimile number, and email address of its Contract Manager within five (5) business days after the Effective Date of the contract. The Vendor's Contract Manager shall be available by phone, or e-mail and respond within one (1) State Business day. Either party may change the identity of its Contract Manager or change the contact information for its Contract Manager by giving fourteen (14) calendar days written notice of the change to the other party. NC DOC's Contract Administrator is identified below. Vendor shall provide its Contract Manager information in the space below.

#### **VENDOR CONTRACT MANAGER**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### 6.2 CONTRACT ADMINISTRATOR

The Department of Commerce has designated **Peggy Davis** as the Contract Administrator and liaison for this contract. This individual will be responsible for assuring that all tasks included in the contract herein are performed to a satisfactory level.

### 6.3 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet quarterly with the State for review meetings. The purpose of these meetings will be to review service progress, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvements and discuss any other pertinent topics.

The Vendor shall contact the Contract Administrator at least one (1) week in advance to schedule the quarterly meeting. This meeting shall be held during the Contract Administrator's normal State working hours. Cleaning personnel cannot represent the Company. The Conference shall include an inspection of the building and the evaluation of the past quarter's performance.



1.The exception to the quarterly work conference is when the Contract Administrator determines there are no problems with services. The Contract Administrator may waive a quarterly meeting, but that does not relieve the obligation of the Contractor from scheduling the next quarterly meeting.

2.All problems found or discussed at this conference and tour shall be corrected immediately or per the Contract Complaint Section.

3.Contract Modification- Changes in equipment, service schedule, or anything related to the performance of the facility served, shall be approved by the Contract specialist in the DOC's Procurement and Contracts office, prior to the change becoming effective. Once a change has been properly approved, a new "revised" copy of the original Purchase Order shall be provided to the Vendor with an Amendment to the contract. Vendors are cautioned that no facility may make a change in services related to the performance of this contract without necessary approval.

## **6.4 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

## **6.5 DISPUTE RESOLUTION**

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

## **6.6 CONTRACT COMPLAINT PROCEDURES**

The Vendor shall correct all complaints and respond to special requests for services within one (1) day of complaints; and, both major and minor complaints shall be investigated during the same working day. Any complaint which cannot be corrected during the same working day or which cannot be dealt with for reasons beyond the Vendor's control shall be specifically reported to the Contract Administrator on the same day. Failure to do so may result in a letter or failure/unsatisfactory performance and potentially default notice.

Uncorrected complaints, consistent unsatisfactory performance, failure to supply requested services, supplies, equipment or other default, shall be cause for any of the following actions by the DOC.

- a. Obtain Services from within own staff or from another available source. Costs for these services shall be charged to the Contractor.
- b. Declare the Contractor in default of contract for unsatisfactory services.

Default includes, but is not limited to, items in this sections. The contracting agency shall declare the Vendor in default for failure to consistently provide acceptable services, supervision, security of the building, materials, training, approved equipment or supplies or if he/she (the Contractor or the Contractor's employees) disregards the policies and procedures specified herein. NCDOC reserves the right to determine whether the Vendor is meeting the terms and conditions of this contract. A high level of cleanliness is required in the performance of this contract and the contract shall be enforced accordingly.

NCDOC shall issue warning letters when the Contractor fails to correct issues detected during random or scheduled inspections. Warning letters can also be issued based on complaints from the Contract Administrator and or building occupants.

Upon issuance of the warning letter, the Contractor will be given two weeks (14 days) to correct issues and comply with contract requirements.

Failure to correct an expressed contract performance or compliance term listed in the warning letter within the two weeks (14 days) will result in a second warning letter. The vendor will be given 1 week (7 days) to correct issues and comply with contract requirements. Failure to correct an expressed contract performance or compliance term after second warning letter will result in Default of the contract.

Twelve (12) days of no service within a twelve (12) month period, three (3) days of no service within a given month, or three (3) consecutive days of no service, the contract will be considered in default. The contract will also be considered in default under other circumstances expressly stated in the contract such as but not limited to serious security breach, health endangerment, and acts of terrorism. In each case, the Contract Administrator shall determine if default is recommended. Default/cancellation notices will be expedited and a written notice will be sent to the assigned Contract Manager.

If the Vendor refuses acceptance of the default/cancellation notice sent, the notice will remain in effect and all further dealings will be terminated.

The NCDOC may recommend a Vendor for debarment from doing business with the State whenever a serious continuous violation occurs.

## **6.7 INVOICES**

Invoices must be submitted monthly to the Contract Administrator in hard copy on the Vendor's official letterhead and must be identified by a unique invoice number. Invoices must bear the correct contract number and purchase order number in order to ensure prompt payment. The Vendor's failure to include necessary information may cause delay in payment.

## **6.8 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

## 7.0 ATTACHMENTS

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### ATTACHMENT A: PRICING FORM

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Vendors shall provide Turnkey, Firm Fixed Pricing for which the vendor intends to service. The Firm Fixed price shall be inclusive of labor, specialized tools, equipment, materials, supplies, transportation, general and administrative overhead and profit needed to provide service in total compliance with the services required per the IFB.

Item #	DESCRIPTION	MONTHLY PRICE	EXTENDED PRICE
1	Janitorial Services-Year One		
2	Janitorial Services 2 <sup>nd</sup> Year (Optional)		
3	Janitorial Services 3 <sup>rd</sup> Year (Optional)		

## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

## **ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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

[Form\\_North-Carolina-General-Terms-and-Conditions\\_12.2020.pdf \(nc.gov\)](#)

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## **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

## **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

## **ATTACHMENT F: HUB SUPPLEMENTAL SUPPLIER INFORMATION**

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The Historically Underutilized Business (HUB) Supplier Information associated with this IFB is a separate document that is captioned: 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](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf)

## **ATTACHMENT G: SAMPLE AGREEMENT**

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The Sample Agreement with this IFB is a separate document that is captioned **ATTACHMENT I: SAMPLE AGREEMENT** and can be found at the following link:

[Sample\\_Agreement.pdf \(nc.gov\)](#)