

# STATE OF NORTH CAROLINA

## North Carolina Department of Transportation

Invitation for Bid #: 54-CDB-11990147

**Janitorial/Custodial Services** 

Date Issued: April 29, 2021

Bid Opening Date: May 13, 2021

## At 02:00 PM ET

Direct all inquiries concerning this IFB to:

**Charlotte D. Battle** 

## **Procurement Specialist II**

Email: cdbattle@ncdot.gov

Phone: 919-707-2629

54-CDB-11990147 Raleigh Location & Surveys



## STATE OF NORTH CAROLINA

## Invitation for Bids #

## 54-CDB-11990147

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 <a href="https://vendor.ncgov.com/vendor/login">https://vendor.ncgov.com/vendor/login</a>

## STATE OF NORTH CAROLINA Division of Transportation

Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bids # 54-CDB-11990147 Raleigh Location &
Charlotte D. Battle	Surveys
	Bids will be publicly opened: May 13, 2021 @ 02:00 PM ET
Using Agency: NCDOT/ Division of	Commodity No. and Description: 910-39 / 761115
Highways	Janitorial Services
Requisition No.: 11990147	]

#### 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.** These documents can be accessed from the <u>ATTACHMENTS</u> page within this document.

# Failure to execute/sign bid prior to submittal shall render bid invalid and it SHALL 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):			NDORS ITEM #11):	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:		

Vendor: \_\_\_\_\_

#### VALIDITY PERIOD

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

#### **BID ACCEPTANCE**

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, as indicated

on the attached certification, by \_

(Authorized Representative of the Department of Transportation)

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Vendor: \_\_\_\_\_

## 1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to obtain pricing for and select a qualified Vendor to provide Lawn and Ground Service for the NC Department of Transportation (NCDOT), Division of Highways, Location & Surveys Building, 200 Roscoe Trail, Raleigh, NC 27607. The contract shall consist of an all-inclusive janitorial service, including all necessary labor, supervision, materials and equipment to keep the subject State lawn and ground properly maintained.

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

#### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award, June 1, 2021 through May 31, 2022.

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 thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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

## 2.0 GENERAL INFORMATION

#### 2.1 INVITATION FOR BID DOCUMENT

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

#### 2.2 E-PROCUREMENT SOLICITATION

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 29, 2021
Hold Pre-Bid Conference/Site Visit	State	May 6, 2021 @ 11:00 AM/PM ET
Submit Written Questions	Vendor	May 7, 2021 @ 02:00 PM ET
Submit Bids	Vendor	May 13, 2021 @ 02:00 PM ET
Contract Award	State	ASAP

#### 2.5 SITE VISIT

#### Mandatory Pre-bid Site Visit

#### NOTE:

The North Carolina Department of Transportation continues to do its part to help stop the spread of the Coronavirus. To adhere to the Social Distancing Guidelines, practice social and physical distancing a minimum of six (6) feet from others. The site coordinator may request that only one (1) representative per vendor participate in the pre-bid site visit and may divide participants into groups for the actual site visit, if needed. This practice may prolong the mandatory site visit. All attendees are expected to remain for the entire mandatory site visit. The Department of Transportation will not be providing masks. Please come prepared with your face covering in order to be allowed entrance into the building. Without a face covering, you will not be permitted to attend the mandatory site visit.

Date:	May 6, 2021
Time:	11:00 AM Eastern Time
Contact #:	919-707-2629

**Instructions**: It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on May 6, 2021. Attendees must meet promptly at 11:00 AM] Eastern Time at Division of Highways, Location & Surveys Building, 200 Roscoe Trail, Raleigh, NC 27607. 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 <u>cdbattle@ncdot.gov</u> by the date and time specified above. Vendors will enter "IFB # 54-CDB-11990147 Questions" as the subject for the email. Question's submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Raleigh Location & Surveys	
Reference	Vendor Question
IFB Section, Page Number	Vendor question?

Vandar

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), <a href="http://www.ips.state.nc.us">http://www.ips.state.nc.us</a>, 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:** <u>This is an absolute requirement.</u> Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether delivered by hand or submitted by courier or other delivery service. <u>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. **NOTE:** <u>The US Postal Service (USPS) will not deliver to the street address.</u></u>

Office Address of delivery by any other method (special delivery, overnight, or any other carrier).

BID NUMBER: 54-CDB-11990147 Attn: Charlotte D. Battle North Carolina Department of Transportation Purchasing Section, Room 334B 1 South Wilmington St. Raleigh, NC 27601

All Vendors are urged to take the possibility of delay into account when submitting bids by, courier, or other delivery service. Attempts to submit a bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

- a) Submit **one (1) signed, original executed** bid response, and one **(1) photocopy**, of your bid simultaneously to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

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:

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Raleigh Location & Surveys

Vendor:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of EXECUTION PAGES
- c) Vendor Response
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT F: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT H: BUILDING LOCATION AND DATA
- i) Completed and signed version of ATTACHMENT I: ADDITIONAL SUPPLY REQUIREMENTS

#### 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

A list of commonly used definitions has been provided in the INSTRUCTIONS TO VENDORS.

Additional Definitions:

**HABITUAL:** Has habitual traffic related problems: Two or more DWI convictions within a seven (7) year period shall not be allowed to work on State property.

**NCDOT CONTRACT ADMINISTRATOR**: Representative of the Department of Transportation who will administer the contract for the State. The Administrator for the contract is Alicia Dangelo <u>adangelo@ncdot.gov</u> (919-858-4834).

**SITE COORDINATOR:** Representative of the Department of Transportation who is on site that ensures the specifications are being fulfilled.

## 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.

All qualified bids will be evaluated, and award or awards will be based on the qualified 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 one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the bidder, including any 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 Sections 2.7 and 2.8.

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.

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Vendor:

Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section and as otherwise stated in this IFB. If a Vendor is unclear about a requirement or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period.

#### 4.1 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 similar fees.

#### 4.2 PRICE INCREASES

The compensation payable to the Vendor shall be fixed for the first twelve (12) months of the contract. However, upon written request the awarded Vendor, at minimum sixty (60) days prior to the optional renewal period (Year 2 & Year 3), may request that the fixed cost be adjusted to reflect the increase in the consumer price index for the previous calendar year as published by the U.S. Labor Statistics. If the amount requested is more than ten (10%), the contracting Agency reserves the right to cancel the contract.

#### 4.3 FINANCIAL STABILITY

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

#### 4.4 BACKGROUND CHECKS

It is the policy of the NCDOT to provide a crime free and safe environment for State Government employees to work. Due to the contract requirements of cleaning secured and non-public accessible areas, NCDOT requires a criminal background check on Principles including but not limited to: owners, officers, partners, managing partner(s), Subcontractors, and all personnel of their respective companies who will represent the contracting company. Criminal Check shall be current (within the last ninety (90) days).

The criminal check shall include a Social Security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal check information shall be first thoroughly reviewed by the Vendor and then sent to the Site Coordinator for review and approval. Out of state searches shall be required for persons living in the state of NC for less than seven (7) years.

A criminal check on apparent lowest responsible Vendor shall be provided by the Vendor prior to award. Purchasing shall contact such Vendor to request for the criminal background checks. Copies of the original criminal check shall be sent to Purchasing for the evaluation. The criminal check must be received at least twenty-four (24) hours prior to performing work under this contract. When a new employee or individual is identified or brought in by the Vendor for introduction, the Vendor shall provide the Site Coordinator with the approved criminal background checks. The Vendor must provide Purchasing and the Site Coordinator/Contract Administrator a background check for any new employee twenty-four (24) hours prior to introduction. The Site Coordinator/Contract Administrator along with NCDOT Purchasing shall review the document and inform the Vendor as soon as possible if the prospective worker will be permitted to perform work under this contract.

Persons without <u>approved</u> criminal background checks shall be turned away and not allowed to work in the buildings until proper documentation is submitted and approved.

Any individual, representing the company, who:

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Vendor:

- 1. In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- 2. During the last seven (7) years has been convicted of any criminal felony or misdemeanor conviction of a sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- 3. At any time has an outstanding warrant or a pending criminal court case shall not be allowed to work on State property.
- 4. Has habitual traffic related problems: Two or more DWI convictions within a seven (7) year period shall not be allowed to work on State property.

# Note: Due to recent North Carolina Administrative Office of the Courts (NC AOC) changes, DOT is requiring a manual North Carolina statewide search. This will only be needed if the National Criminal Report using their SS# doesn't provide pertinent case details such as charge or disposition.

Required documentation shall include:

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

Vendor agrees to conduct a criminal background and a motor vehicle check on all employees working under this contract, at its expense, and provide to NCDOT Purchasing within three (3) business days after the request?

#### □ YES □ NO

Vendor agrees to conduct annual criminal background and motor vehicle checks on all employees working under this contract, at its expense, and provide to the NCDOT Site Coordinator upon request and for any new staff proposed to perform work during the term of this contract?

#### YES NO

#### 4.5 PERFORMANCE GUARANTEE

A performance guarantee shall be required from the awarded Vendor as provided by law and without expense to the contracting agency. Vendor must check one (1) of the following below:

As a Performance Guarantee the Vendor shall invoice the contracting agency seven (7) percent less than the amount of their invoices for the first twelve - (12) months of the contract. The Performance Guarantee will not be deducted for extensions and will be refunded without interest, by the Contracting Agency at the end of the initial agreement or any extension agreement. In cases of default or termination by the contracting agency this amount will be used to obtain these services from another source.

The face amount of a Performance Bond shall equal one third of the Vendor's annual contract bid price and shall remain in force for the duration of the contract, including extension(s). The bond must be delivered to the Purchasing Section, NC Department of Transportation within fourteen (14) days after written notification of contract award. Failure to deliver a bona fide bond within the above-specified time will be cause for immediate cancellation of contract award.

#### 4.6 VENDOR'S REPRESENTATION

- 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.
- d) Vendor shall abide to the Vendor/Employee Policy identified on Attachment G.

#### 4.7 BUILDING REQUIREMENTS

#### 4.7.1 BUILDING SECURITY LOG

All persons representing the Vendor shall **individually** sign in and out on the building security log (provided by the Site Coordinator) each time they enter and exit the building. Signing in and out at the same time is not acceptable. This includes Vendors, Sub-Contractor and all personnel of their respective companies and any others working with the Vendor. Days not signed on the log by the cleaning employees shall not be paid for unless the Site Coordinator, or Vendor, can verify that cleaning was completed. The log shall be located at a place agreeable to the Vendor and the Site Coordinator. The Site Coordinator shall provide a new building security log each month. The Vendor shall submit the completed monthly building security log, with its invoice, to the Site Coordinator.

#### 4.7.2 BUILDING SECURITY

The building(s) must be locked or secured at all times. All entrance doors must remain locked during any cleaning process, unless the door is in view of the Vendor. The Vendor shall insure that no unauthorized persons enter the building while any door is unlocked for cleaning purposes. An unauthorized person for purposes of this Contract shall be any person who has not been approved by the NCDOT to clean the building(s) under this Contract or another contract with NCDOT, or a previously approved person whose background check is not current. An employee who has been approved by NCDOT to clean another NCDOT building shall be considered authorized, subject to the Vendor's prior notification to the Site Coordinator that the employee will be performing services at the alternate site. The Vendor shall securely lock the building after performing any services.

Vendor: \_\_

#### 4.7.3 KEYS

Keys for entry into the building will be provided by the Site Coordinator (their name will be provided after the time of award). No deposit will be required; however, a charge of \$200.00 for keys not returned, shall be made at the termination of this contract. Keys are not to be duplicated by the Vendors, Sub-Contractors and any personnel of their respective companies; all keys shall be signed for and issued through the Site Coordinator.

- a) The Vendor shall, within twenty-four (24) hours after termination of any of its staff, inform the Site Coordinator that the officer, employee, worker, Sub-Contractors or Sub-Contractor's employee has been terminated. The Vendor shall collect all keys, and/or keycards upon termination of an employee and return such items to the Site Coordinator within this twenty-four (24) hour period when possible.
- b) No deposits shall be required; however, issuance and recall of keys and/or keycards shall be at the discretion of the Site Coordinator. No keycards shall be issued to janitorial Vendors, Sub-Contractors and any personnel of their respective companies without the approved information, i.e. criminal background checks. After approval, the site coordinator shall arrange for the Security Section to issue a NC DOT keycard.
- c) Lost keys or keycards must be reported to the building Site Coordinator within twenty-four (24) hours. The site coordinator shall then arrange to have a new key or keycard issued. The Vendor shall be responsible for the cost of any keys and/or lock replacements. There shall be a \$10.00 charge per key for replacement of interior door keys, dispenser keys and keycards. At the end of the contract, all keys and keycards shall be collected by the Vendor and turned in to the Site Coordinator on the last effective date of the contract. The final invoice for this contract shall not be paid until all the keys and/or keycards are returned and any charges for those not returned have been collected.

#### 4.7.4 IDENTITY REQUIREMENTS

All individuals representing the Vendor (including Sub-Contractors) shall, at all times while on the premises, wear a State of North Carolina or Federal issued picture identification badge and a keycard (where there is controlled access) above the waist and visible to State employees. In addition, the Vendor shall provide their employees with company logo clothing showing the company name (distinct company shirt, vest or smock). The logo shall be permanently affixed to the clothing. The minimum logo size shall be one and one-half (1-1/2) inches by three (3) inches depicting the logo and/or company name of the contracting firm. The clothing shall be provided in sufficient quantity to maintain a clean appearance at all times while on the premises. No offensive apparel shall be worn at any time (as determined by the NCDOT Contract Administrator). Any person representing the Vendor not dressed in company logo clothing, not wearing their picture ID badge, or wearing offensive apparel shall be turned away from cleaning the building. The Vendor shall be contacted and informed of this incident. The General Cleaning Cost, per day, shall be calculated and deducted from the Vendor's monthly payment if the building(s) or site(s) are not cleaned that day.

#### 4.8 VENDOR EXPERIENCE AND REFERENCES

Vendors shall provide at least three (3) public or private organizations for which it has performed the same or similar work for the services solicited herein. The State shall contact these users to determine the services provided are substantially similar to those bid herein and Vendor's performance has been satisfactory. Such information shall be considered in the evaluation of the bid. In addition, the State may check all public sources to determine whether the Vendor has listed all contracts for similar work within the designated period. If the State determines that references for other public contracts or similar contracts were not listed, the State may contact the entities to make inquiry into the Vendor's performance of those contracts and the information obtained may be considered in evaluating the Vendor's bid. The Vendor must have cleaned an approximate minimum of 5,325 square feet (75% of total net square footage requested in this bid). Information obtained will be considered in evaluation of the bids.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	Is the Square footage cleaned daily for this company at minimum 5,325 square feet? Yes or No

	□YES □ NO
	🗌 YES 🗌 NO
	🗌 YES 📋 NO

#### 4.9 SECURE AREAS

For areas that are locked at night, for which the Vendor is not provided a key, the Vendor shall schedule cleaning with the Site Coordinator. Secured areas will be addressed by the Site Coordinator during the Kick-off Meeting and are noted on attached building data sheet. (see ATTACHMENT H)

#### 4.10 COMMUNICATION SERVICES SUPPLIES

As staff changes occur, the Vendor shall provide the NCDOT Contract Administrator and Site Coordinator with an up-to-date list of telephone numbers, a business office number, emergency contact number, a cell phone and/or a pager and fax number. An active e-mail address is required. The Vendor (or a responsible management official of the firm) shall respond within one (1) hour after contact from the NCDOT Contract Administrator or Site Coordinator.

#### 4.11 VENDOR EQUIPMENT AND SUPPLIES

Vendor shall furnish all materials, equipment and supplies, adequate in quantity and <u>of a commercial quality</u> necessary for professionally performing all work in this contract. Equipment and supplies not meeting specifications may be removed by the Contract Administrator or Facilities Inspector and shall be replaced immediately by the Vendor at its expense. 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. Vendor shall furnish and supply the items listed below and shall notify the NCDOT Contract Administrator of any changes to any of the items.

**NOTE**: State employees will not provide or loan equipment, such as ladders, water hoses, fans, cleaners, chemicals, miscellaneous hardware, etc., necessary for the Vendor to perform services. Vendor's equipment repairs are the responsibility of the Vendor.

- a) <u>Current Material Safety Data Sheets ("MSDS") or Safety Data Sheets ("SDS") 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 or SDS sheets shall be kept in the storage area where the chemicals reside. The notebook shall be labeled MSDS or SDS on the front and side and shall state the company's name. The MSDS or SDS sheets must match the chemicals in that location as well as those used during cleaning.</u>
- b) Vendor will provide a First Aid Kit and a Spill Clean-Up Kit (OSHA Compliant to 1910.1030 bloodborne pathogens) stored in the janitorial closet at said site.
- c) Only commercial quality cleaning supplies shall be used. Bleach of any type or any pine oil type products shall not 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 (example of powdered cleanser with bleach: Ajax or Comet powdered cleanser).

Vendor: \_\_\_\_\_

All disinfectants shall be EPA registered Topic N I http://www.epa.gov/oppad001/chemregindex.htm the services herein are listed on the Topic N List.	The Vendor shall verify that the disinfectant used for
Product Name:	_ EPA Reg. #

Vendor agrees to verify, maintain and use only disinfectants listed on the Topic N List for the services herein?

□ YES □ NO

- d) The use of propane and or gas operated equipment is prohibited inside the facilities.
- e) Vendors 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.
- f) Vacuum cleaners shall be a HEPA and have a HEPA filter and be commercial. 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 contracting agency shall inspect vacuum cleaners. Equipment not meeting specifications shall be replaced immediately. Vacuum cleaners having HEPA filters that do not meet these specifications shall not be acceptable. Vacuum cleaners shall remain on site and have attachments to be used for dusting, HEPA vacuum cleaner filters shall be replaced per manufactures requirements. With its bid response, Vendor shall provide descriptive literature identifying its HEPA vacuum manufacturer/model (See Section 4.12)
- g) Hand soap must be foam. Hand soap used for refillable soap dispensers must state so on the primary container. Do not allow hand soap dispensers to leak. A minimum of one (1) hand soap dispenser is required in all restrooms. In restrooms with multiple sinks, one (1) dispenser for every two (2) sinks is required.
- h) Deodorizer dispensers shall have the ability to release its product twenty-four (24) hours a day, seven (7) days a week. Metered release deodorizers with fixed interval timers are the only types acceptable. If there are no dispensers of this type present, then the Vendor must purchase them and coordinate the installation. Products used in deodorizing shall be certified for commercial use and shall be used in accordance with manufacturers' specifications. The Vendor must provide batteries to all new and existing dispensers and provide deodorizer refills that fit the existing dispensers. There is to be a minimum of one (1) deodorizer dispenser in all restrooms. In restrooms with multiple commodes, there is to be one (1) deodorizer dispenser for every two (2) commodes. The date installed shall be written on every new deodorizer can. Replacement is to be done according to the manufacturer's specifications.
- i) Paper products shall be made from recycled post-consumer content. Paper products shall be of the **best quality**. Paper products shall be white, and Vendor shall choose those that are Process Chlorine Free (PCF) first. 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. Products that are packaged in materials that are recycled, recyclable, and free of toxic metals, fragrances, dyes and inks made from non-renewable resources shall be used.
- j) 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.
- k) "Wet Floor" signs shall be furnished by the Vendor and displayed visible to traffic <u>anytime</u> a floor is wet while service is being provided or due to inclement weather. They shall be collected when the floor is dry and stored in the proper location.
- I) Vendors shall supply sand, deicer and warning signs during inclement weather conditions. Vendors shall maintain one hundred (100) pounds for large buildings and fifty pounds of each for medium and small buildings. This amount is to be kept onsite for the entire period of the contract. Sand and de-icier shall be kept in sealed containers (bag or bucket). Additional amounts shall be determined by the NCDOT Contract Administrator based on the size of the location.
- m) Protective clothing shall be furnished by the Vendor to all its employees to perform their job. Exposure Controls/Personal Protection normally identified on MSDS or SDS will be followed and enforced.
- n) 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 and all equipment shall become property of the State. Any equipment (such as dispensers) requiring installation shall be completed by the Vendor. All supplies and

equipment shall be kept in designated storage locations as specified by the NCDOT site coordinator. The contracting agency 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 site coordinator.

- The contracting agency shall also provide reasonable security to protect the Vendor from loss of equipment and supplies. The contracting agency 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.
- p) Vendor shall keep all janitorial closets, storage rooms and other space assigned to such use as clean as the rest of the building and, if possible, locked at all times. When not in use, mops and mop buckets shall be left clean. Sinks used by the janitorial employee(s) for cleaning purposes shall be kept clean.
- q) If mandatory conservation measures are applied to State facilities, the Vendor shall be expected to alter the work schedule and procedures as required for compliance.
- r) Use of propane and or gas operated equipment is prohibited inside the facilities.

#### 4.12 DESCRIPTIVE LITERATURE

The IFB response shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the equipment used to sufficiently determine compliance of the item(s) with the specifications. Failure to include such information to shall be a sufficient basis for rejection of the IFB. At minimum, the descriptive literature shall include the following for the equipment listed below:

- a) Hot Water Extractor: the brand name, manufacturer, model number, illustration. The unit must heat the water.
- b) HEPA Certified Vacuum Cleaner (upright-type and/or back-pack type): amp (ere) rating, brand name, manufacturer, model number, illustration.

#### Vendor has included descriptive literature with its bid response for items a) & b) above?

□ YES □ NO

#### 4.13 HAZARDOUS SUBSTANCES AND SPILLS

- a) Vendors hired by the NCDOT shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spills caused by the Vendor or their personnel. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the department. While on department premises, the Vendor shall comply with all Local, State, and Federal requirements for the proper handling of hazardous substances and/or oil.
- b) For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which, when discharged in any quantity, may present an imminent and substantial danger to the public health or welfare. Oil shall be defined as any oil of any kind and in any form, including, but specifically not limited to: petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances.
- c) In addition, the Vendor agrees to indemnify and hold the NCDOT harmless against all claims, liabilities, and costs, including attorneys' fees, incurred in the defense of any claim brought against the NC DOT resulting from such a spill.

#### 4.14 INSPECTIONS

a) Unannounced random inspections may be made at any time by a representative of the contracting agency at their discretion. The contracting agency shall document the results of these inspections. The Facilities Inspector shall provide a copy of the inspection results to the NCDOT Contract Administrator, and the Vendor. The NCDOT Contract Administrator shall post a copy for the Vendors cleaning personnel. The Vendor shall be responsible for correcting any noted deficiencies within the period stated in the inspection report or in a warning letter. Vendor: \_

b) The Vendor Contract Administrator or any representative of the contracting agency can request the contracting agency to perform an inspection whenever they deem it necessary. The Facilities Inspector may request the Vendor to be present during a scheduled inspection.

#### 4.15 PROOF OF INSURANCE

Insurance requirements for this IFB are listed in ATTACHMENT C, #15. The awarded Vendor shall provide the NCDOT Contract Administrator with proof of insurance within ten (10) days of contract award.

#### Vendor agrees to provide a copy of its insurance certificate within ten (10) days of contract award?

□ YES □ NO

#### 4.16 UTILITIES

The State of North Carolina will provide the Vendor with all normal utilities necessary for performing the janitorial contract (electricity, lights, water, etc.). The Vendor shall make every effort to comply with North Carolina Energy Conservation Code.

## 5.0 SCOPE OF WORK

This is an all-inclusive janitorial service with Routine Cleaning Schedules, including all necessary labor, supervision, materials and equipment in order to keep the subject State building properly cleaned and supplied.

#### 5.1 GENERAL

General Cleaning includes daily cleaning, daily restroom maintenance, weekly service, bi-weekly service (every other week), and monthly service. All items included under general cleaning shall be posted in a location visible to all cleaning personnel.

Employees of the Vendor shall perform General Cleaning duties and these services **SHALL NOT BE SUBCONTRACTED AND NO FRANCHISES ARE ALLOWED**. All cleaning shall meet the approval of the NCDOT Contract Administrator. The Vendor shall provide general cleaning services no less frequently than the schedule specified.

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

#### **TERMS AND DEFINITIONS**

- a) Safe: A condition free of hazards and not having a potential for personal injury or harm.
- b) Clean: Free of impurities or foreign matter not normally a part of the original component and, if necessary, eliminating objectionable odors.
- c) Sanitary: Promoting healthful conditions by the elimination of dirt, agents of disease or infection through ventilation, cleansing with disinfectants, or disposal of wastes.
- d) Scrub: The use of brushes or other cleaning tools to accomplish the cleaning of various surfaces. Soap and clean water or other approved cleaning materials can be used with the proper cleaning tools.
- e) Wash: To cleanse using water or other liquid, usually with soap or some type of detergent by immersing, dipping, rubbing or scrubbing.
- f) Building Size: Small building = 5000 sq. ft. or less. Medium building = 5001 sq. ft. 50,000 sq. ft. Large Building = 50,001 +.

#### 5.2 WORK LOCATION AND BUILDING DATA

See ATTACHMENT H for Work Location and Building Data.

#### 5.3 ADDITIONAL SUPPLY REQUIREMENTS

See ATTACHMENT I for Additional Supply Requirements.

Vendor: \_\_\_\_\_

#### 5.4 GENERAL CLEANING REQUIREMENTS

#### a) <u>SCHEDULE OF PERFORMANCE</u>

Daily General Cleaning services will be done between the hours of 05:00 PM and 11:30 PM on Monday through Fridays (Friday can be performed on Saturday or Sunday). No cleaning is to be done on State Holidays. Exceptions to this cleaning schedule must be submitted in writing to the site coordinator stating the reason for the change in cleaning hours. Exceptions may be granted by written notice from the site coordinator.

#### b) MANPOWER REQUIREMENTS:

A minimum of one man-hour per day per 2,500-sq. ft. shall be required. Any amount of square foot in excess will be rounded up to the next half-hour. <u>A minimum of three (3) man-hour(s) is required for this location.</u> The man-hours per day are required for General Daily Cleaning and do not include man-hours needed for Major Maintenance.

All cleaning will be based on the information in the building specification page (ATTACHMENT H). The building specifications may be more or less than the actual space or data. If there are any miscalculations in the building specification page and they are not corrected during the pre-bid period, the Vendor is obligated to clean all areas on the property designated by this contract.

#### 1. DAILY GENERAL CLEANING

The following tasks must be accomplished during daily shift, Monday through Friday. The exact times will be coordinated with the Site Coordinator.

- a) Empty all ashtrays (wash if needed) in designated smoking areas on the complex.
- b) Empty all interior and exterior trashcans, barrels, bins and lane baskets, including those at the entrance and gas pump areas, and wipe clean with a damp cloth (wash if needed). All exterior trashcan liners shall be replaced daily to maintain cleanliness and eliminate odors. Interior trashcans shall be cleaned initially and have plastic liners added. Replace liners in any interior trashcan containing anything wet all others must be changed twice a month.
- c) Collect all boxes clearly marked with the word "trash" or "recycle" and dispose of properly in the designated areas. If a box is not labeled "trash" or "recycle" and there is a question, ask the building personnel before discarding it.
- d) Pick up all trash around the entrances of the buildings, along sidewalks, in and around shrubbery and gas pumps and dispose of properly.
- e) Clean and sanitize all water fountains. Empty and clean drip trays (if applicable). Stainless steel types shall be cleaned with stainless steel cleaner/polish.
- f) Clean and sanitize all sinks, counter tops and back splashes in break rooms, lounges and/or kitchen areas.
- g) Sweep/vacuum all floors in public and heavy traffic areas and including (if applicable) elevator and elevator door tracks. Remove spots, stains, embedded debris, loose paper, pins, clips and other trash including under any mats. Carpet pile shall not be allowed to become flat or matted. Sweep or vacuum all stairwells and landings, if applicable. Vacuum and remove spots daily from all entrance mats.
- h) Wet mop or scrub all tile floors in public or heavy traffic areas including (if applicable) elevator and elevator door track area with soap and water using disinfectant cleaner in order to keep the floors clean and sanitary.
- i) Spot wash and dry, interior and exterior of all standing plate glass doors and windows including entrance areas, glass surfaces, glass partitions walkways and breezeways.
- j) Any area that is locked at night without key access shall be scheduled for cleaning with the Contract Administrator, as needed.
- k) Furniture and floors in auditorium and conference rooms shall be cleaned upon request from the site coordinator via email after each meeting.

#### 2. DAILY RESTROOM CLEANING

- a) Personnel shall wear disposable rubber gloves when cleaning the restrooms.
- b) Replenish all restroom supplies including toilet paper (in every dispenser), toilet seat covers, hand soap, paper towels, deodorizers and any other required supplies. The Vendor shall furnish sufficient quantities in the restrooms to last all day, including replenishment during the day, as necessary.
- c) Sweep floors. Wet mop or scrub with soap and water using disinfectant cleaner in order to keep the floors clean and sanitary.
- d) Deodorize, wash and disinfect all traps, drains, toilets, toilet seats, urinals, sinks, counter tops, dispensers and all chrome surfaces including, but not limited to, doorknobs, handles, hand plates, stainless steel shelving,

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Vendor: \_

cabinets, mirrors, and exposed sink drains. Floor drains shall have enough sanitizer poured into them to be clearly seen. Disinfectants used shall be those listed on the EPA register.

e) Empty all trash, clean and replace plastic liners daily.

#### 3. WEEKLY SERVICES

- a) Wash all walls, ledges, grills, and partitions in bathrooms, use disinfectants.
- b) Clean and polish all stainless steel, brass, and chrome fixtures including stanchions for corded off areas.
- c) Clean and wipe inside and outside of recycling containers.
- d) Empty and wash with soap and water, inside and out, all outside containers for cigarette butts except containers of sand or other flame-retardant materials (in these containers remove the cigarette butts using a sifter). Place or replace sand in receptacles as needed to maintain a minimum depth of three (3) inches.
- e) Vacuum all other cleared carpeted areas removing and cleaning all mats before vacuuming the carpet.
- f) Wet mop or scrub all other tile floors, and if applicable, elevator and elevator door track areas with soap and water using disinfectant cleaner in order to keep the floors clean and sanitary. Place appropriate warning signs such as "Wet Floor" signs. Janitorial closets shall be cleaned, swept, and mopped at this time.
- g) Sweep outside entrances, walls, soffits, walkways, porches, alleys, sidewalks and driveways (hose down as necessary). Clean all walkways and sidewalks of stuck-on or embedded debris. Clean any handrails. Remove all cobwebs on exterior of buildings.
- h) Dust mop all raised floors in computer rooms, if applicable. A cleaning solution with anti-static properties can be sprayed on the dust mop to collect dust and debris.
- i) All auditoriums and conference rooms shall be cleaned by the Vendor once a week. The Vendor shall dust, vacuum/sweep, and clean furniture.

#### 4. BI-WEEKLY (Every Other Week):

- a) Scrub with soap and water all stairs and landings (except Terrazzo Surfaces) displaying appropriate warning signs such as "Wet Floors" Wipe clean with a damp cloth all handrails, stringers, risers, and balusters. Scrub and rinse all concrete stairs and landings with cleaning compound.
- b) Remove dust using a vacuum cleaner and then wash all visible horizontal surfaces seven (7) feet or below that are cleared to include, but not limited to, furniture, cubicle partition tops, ledges on walls, window ledges/sills and other horizontal surface areas. Remove all cobwebs in interior and exterior of the building including the inside of the window frames.
- c) Clean, disinfect, and polish all exterior doors, doorknobs, push plates, pulls, exit devices and other hardware.
- d) Parking areas, parking decks, parking lots, and roadways shall be blown to remove minor debris, including sand and deicer (this applies only to large buildings that do not have ground services).

#### 5. MONTHLY SERVICES

- a) Wash and sanitize the inside and outside of all aluminum can-recycling bins and (if needed) all trash cans.
- b) Restore the shine to all tile, linoleum, terrazzo, and polished stone floors. ALL FLOOR WORK SHALL BE DONE AT NIGHT (after 6:00 p.m. unless otherwise directed). Floors should maintain a glossy appearance. Sweep and remove dust on all visible horizontal surfaces.
- c) Clean, disinfect all chairs that are not upholstered. Remove tar and soil off the base or rungs of chairs if needed.
- d) Vacuum, dust out, remove spots in all upholstered chairs, to include the chair seats, arms, and backs. Remove tar and soil off the base or rungs of chairs if needed.
- e) Clean all air grills and returns. This is to include all fixed or moveable louvers and vents on or in doors and headers.
- f) Spot clean all walls and doors (interior and exterior) including, but not limited to kick plates, thresholds, doorjambs, baseboards and moldings.
- g) Remove dust and wash all light switches, fire extinguishers and all cleared horizontal surfaces below seven (7) feet in height.
- h) Remove dust, trash, and dead insects from all window blinds and windowsills.

#### 5.5 MAJOR MAINTENANCE SERVICES

All Major Maintenance Services shall be performed within the first ninety (90) days of the contracted period and shall be completed annually. DOT may request additional services, on an as needed basis, at the quoted rates provided in ATTACHMENT A. These services shall occur during the hours of: On weekdays, work shall only be performed starting after regular working hours until 11:00 PM. On weekends, it shall be done during the hours of 7:00 AM to 11:00 PM. Vendor shall submit the work schedule, in writing, to the Site Coordinator one (1) week prior to the start of the work. Each scheduled Major Maintenance Service shall be completed within three (3) weeks from the time service

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begins unless otherwise mutually agreed upon between the Vendor and the Site Coordinator. All Major Maintenance items shall be inspected and approved by the Site Coordinator and any service not approved shall be re-done at no additional cost to the contracting agency until completed satisfactorily. Vendor shall provide a supervisor on-site while all Major Maintenance Floor and Carpet Services are being performed. Vendor shall be held financially responsible for all damage to equipment, cabling and equipment operations, including telephones while performing these services.

#### Major Maintenance Services shall be completed by the Vendor and include the following:

#### 1. Interior Windows Service:

- a) Completely wash, using a brush, cloth or squeegee, and dry all interior glass including partitions, shafts, clear stories and skylights.
- b) Clean window frames, doorframes and sills.
- c) All glass shall be clean and smudge free after cleaning.
- d) Window screens or other coverings, not requiring tools to remove, shall be removed, cleaned and replaced. Screens, which require special tools, shall not be included.

#### 2. Exterior Windows Service including storefront entrances:

- a) Completely wash, using a brush, cloth or squeegee, and dry all exterior glass including partitions, shafts, clear stories and skylights.
- b) Clean window frames, doorframes and sills.
- c) All glass shall be clean and smudge free after cleaning.
- d) Cleaning shall be done to all windows on all floors if more than a single-story building. Vendor will supply any additional equipment such as ladders and safety equipment.
- e) Window screens, not requiring tools to remove, shall be removed, cleaned and replaced. Screens accessible from only the outside above the first floor or which require special tools shall not be included.
- f) Vendors are not responsible for cleaning between the interior windows and the storm windows, only the outside of the storm windows.

State owned building only. If storm windows are required to be cleaned, arrangements must be made at least two weeks in advance with a State Maintenance Mechanic. The State Maintenance Mechanic shall remove the storm windows and replace them.

#### 3. Floor Service – General Information

- a) The Vendor shall be liable for any damage to floors, floor coverings, walls, ceilings or any other devices caused by use of their products or improper use of any cleaning equipment.
- b) The Vendor is responsible for scheduling the floor service with the Site Coordinator, moving the furniture to do the service, and moving the furniture back to the original location after the service. File cabinets and desk are not to be moved. All furniture shall remain inside the building at all times.
- c) PRIOR written permission by the Site Coordinator is required before moving furniture with computer equipment or disconnecting cabling.
- d) When working on any floors, warning signs shall be placed in locations visible to all personnel.
- e) Acid or bleach is not to be used on any floors except when cleaning grouted ceramic tile.
- f) Before attempting any restoration processes on extremely soiled floors consult with your DOT Contract Administrator.

#### Floor Services completed by the Vendor shall include the following:

- 1. Tile, Linoleum, and Vinyl Composite Tile (VCT) Flooring:
- a) Do not put floor finish on linoleum or VCT that has a factory gloss finish on it.
- b) Asbestos tile is to be cleaned, stripped, and 3 coats of floor finish applied as specified below. Precautions must be taken to use recommended procedures when cleaning, stripping, and floor finishing asbestos tile.
- c) Completely sweep; remove any debris stuck to the floor before beginning the stripping and finishing process.
- d) Apply stripper to remove all old floor finish according to the manufacturers' recommendation. Use a scrubber and/or hand scrapper to totally remove all old floor finish. Remove all stripper residues and allow the floor to be completely dry before applying any floor finish. If all the old floor finish is not removed repeat this step.
- e) Unglazed Tile, Linoleum, or VCT Flooring is to have three (3) coats of commercial floor finish containing a minimum of 25% acrylic (solids) with slip resistant qualities. Heavy traffic areas may require additional coats of floor finish. All floor finish shall be satin finish.

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- f) Apply the floor finish according to the manufacturer's recommendation. Floor finish shall be completely dry before applying the next coat.
- g) The applicators used to apply floor finish shall be used exclusively for applying floor finish and for no other purpose.
- h) After applying the final coat of floor finish the floor shall have a glossy appearance with no embedded hair, debris, discolored areas, footprints or air bubbles. There shall be no swirls in the floor finish. All surfaces shall have the required amount of floor finish.
- i) Floor services shall include removing stains, spots, dirt, stripper splatter, or floor finish splatter from the walls, baseboards, framework, doors, and furniture.
- j) The floor finish is to be completely dry before placing furniture or any other items back on the floor.

#### 2. Concrete Floors:

- a) Limited service for concrete floors (including stairwells) shall include sweeping and machine scrubbing with the proper cleaning compound.
- b) Concrete floors shall be sealed annually during the first Major Maintenance service ONLY in work areas normally occupied by DMV, SHP, or DOH staff, such as corridors, stairwells, offices, and maintenance offices. Small storage closets and mechanical rooms shall be swept only, upon request.
- c) Use sealer recommended for this purpose; floor finish used for VCT is not to be used on concrete.
- d) High traffic concrete areas shall be cleaned, stripped and two (2) coats of sealer applied annually.
- e) Clean concrete block floors with grout without harming the grout. Do not use acid or vinegar on grout. After cleaning, the grout is also to be sealed with an appropriate product.

#### 3. Raised Floors:

a) Raised flooring in computer rooms shall be thoroughly cleaned when major maintenance is performed. Clean only with anti-static cleaning solutions recommended for raised floors.

#### 4. Stone, Ceramic, or Synthetic Stone Floors

- Ceramic Tile, Porcelain Tile, Glazed floor/wall tile, floor/wall Mosaic Tile, Terrazzo, Quarry/Satillo Tile, Suretread/Pavers tile, Natural Stone Tiles and Slabs, AHNCU Products, Quartz Products,
- a) <u>All tile is to be cleaned using a commercial product that will not harm the tile or the grout.</u>
- b) Do not put floor finish or sealer on any tile that has a factory baked-on ceramic or glazed finish.
- c) Acid, bleach, vinegar, or ammonia cleaning solutions shall not be used on glazed tile or grout.
- d) All glazed tile is to be swept, debris stuck to floor removed, then scrub cleaned only, and no sealer or floor finish is to be applied. In some cases, a sealer may be needed on the grout only.
- e) The Vendor is to determine the particular care and treatment of the tile installed at this site. Consult with the coordinator to insure it is cleaned without doing any harm to the tiles installed.
- f) A sealer is to be put on unglazed quarry tile, unglazed Quarry/Satillo tile, unglazed Suretread/Pavers tile, or any other tile similar to this.
- g) Unglazed tile is to have 1 coat of sealer in low traffic areas and 2 coats in high traffic areas. Additional coats may be required depending on the location and amount of traffic.

#### Terrazzo Floors

Harsh cleaners and sealers may damage Terrazzo Surfaces. Vendor shall avoid all-purpose cleaners or soaps containing water soluble, inorganic or crystallizing salts, harmful alkalis or acids.

- a) Frequently sweep or dust mop floors to remove gritty soil.
- b) Auto Scrub surface with an approved neutral cleaner that has a pH factor between 7 and 10.
- c) Auto Scrub with a red or green pad, use blue pads for heavily marked or unusually dirty floors.
- d) Allow several minutes for neutral cleaner to react to loosen foreign matter, and grime. Rinse with ample clean water. It is important to keep the floor wet during this entire cleaning process, so the dirt does not reabsorb in the floor. DO NOT allow neutral cleaners to dry on surface.
- e) Strip and apply 3-coats of a water-based sealer in the acrylic family especially designed for Terrazzo use. Sealer must contain a Slip-Resistance with a coefficient of friction (COF) rating of minimum 0.5. (Sealer must be listed by underwriter's laboratories for slip resistance).

#### Grout Cleaning Service

- a) Grout cleaning is to be performed on all ceramic tile walls, floors and baseboards that are soiled using an appropriate grout cleaner.
- b) Grout cleaner products may contain acid or bleach. Do not use any raw acid, vinegar, or bleach.
- c) Thoroughly remove all grout cleaner residues.

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- d) Remove any debris stuck to the floor before applying any grout cleaner.
- e) Apply a grout cleaner according to the manufacturer's recommendations.
- f) Hand scrubbing may be required to clean edges, corners, hard to reach areas such as behind commodes, around toilet partition posts, stair treads, furniture and equipment, where machines are ineffective.
- g) Remove all grout cleaner residues using ample amounts of fresh water.
- h) A second cleaning is to be done if dirt remains in the grout.

#### 5. Carpet Service

- a) Hot water extraction of all carpets including carpeted elevators and all State provided mats.
- b) All mats on carpets shall be removed and cleaned before any cleaning of carpets.
- c) Carpet Extractors must have heater element and a smart circuit locator that automatically locates separate lines to eliminate blown circuits.
- d) Cleaning of personal carpets shall be the responsibility of the owner.
- e) The bonnet method of carpet cleaning shall not be used for Major Maintenance.
- f) If carpets have spots, the Vendor shall be required to use special cleaning solutions and procedures to restore the carpet to an acceptable condition. Carpet spots identified as tar, gum, food coloring or any other unusual substance shall be cleaned with an appropriate solution. Test all solutions in inconspicuous areas before use on rest of carpet. It is recommended that the Vendor list all unrepairable damaged areas of carpet by room number or name and provide this to the DOT Contract Administrator during the first week of the contract.
- g) Vendors are liable for all damage done to carpets under this contract, regardless of carpet age or condition.
- h) Unless otherwise noted in the Contract, the Vendor shall comply with carpet manufacturer's maintenance and cleaning requirements for vacuuming, spot removal, pile lifting and cleaning for the carpet installed at each facility.

#### 6. Window Blinds Service

- a) Clean all window blinds thoroughly, by physically removing all dirt and marks.
- b) The Vendor shall be responsible for damage to blinds and state-owned property during cleaning and re-hanging.
- c) Clean the windows, windowsills, and interior window frame components.

#### 5.6 EMERGENCY/SPECIAL CLEAN-UP SERVICES (Optional to the State)

#### The Contract Administrator must approve these services:

When special or unusual conditions that are not covered by the specifications warrant such action, the Contracting Agency may call upon the Vendor for additional or supplemental services. Vendor must respond to emergency requests within one (1) hour after contact from the Contract Administrator or Site Coordinator. Vendor must provide necessary labor and equipment to extract water from carpet and floors, to remove debris, trash, dirt, or mud resulting from leaks, floods or overflows.

Emergency/Special Clean-up rates, per hour, listed on the pricing form (ATTACHMENT A) page will be used when billing for provided emergency services. The State does not guarantee any minimum or maximum number of hours but only as requested by the Contract Administrator.

#### 5.6 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:

a) If a Vendor does not provide an expected full day's service for a required State business day, the Vendor's next invoice shall be reduced by the NCDOT Contract Administrator for a full day labor rate. The supply rate shall be paid for a no service day except as identified in item b) below.

Vendor shall provide a full day's worth of required supplies and shall provide necessary refills within two (2) hours notification from the DOT Contract Administrator. If not received, DOT may purchase the needed supplies and the Vendor shall be required to reimburse DOT Not withstanding any other provision herein.

## 6.0 CONTRACT ADMINISTRATION

#### 6.1 VENDOR CONTRACT ADMINISTRATOR/NCDOT CONTRACT ADMINISTRATOR

The Vendor Contract Administrators and NCDOT Contract Administrator and Site Coordinators are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Contract shall be addressed. The Vendor shall designate a single Contract Administrator, who shall be the Vendor's primary contact with NCDOT for all issues regarding this contract. The Vendor shall identify its initial Contract Administrator in its Bid submission. The Vendor's Contract Administrator shall be available by phone, facsimile, or e-mail and respond within one (1) State Business Day. The NCDOT Contract Administrator and the Site Coordinator will be identified to the awarded Vendor. The Contract Administrator will contact DOT Purchasing when above issues arise. Vendor shall provide its Vendor Contract Administrator information in the space below.

#### VENDOR CONTRACT ADMINISTRATOR:

Name:	
Phone:	
Email Address:	
Fax No:	
Business Address:	

#### 6.2 PROJECT KICK-OFF AND MONTHLY MEETINGS

The Vendor shall schedule a contract kick-off meeting within 7 business days of contract award with the Site Coordinator. The meeting shall be held at Division of Highways, Location & Surveys Building, 200 Roscoe Trail, Raleigh, NC 27607. Monthly meetings between the Vendor and Site Coordinator are mandatory and shall be conducted as follows:

- a) The Vendor shall contact the Site Coordinator at least one (1) week in advance to schedule the monthly meeting. The monthly meeting shall be held during the Site Coordinators normal working hours. The Vendor, or an authorized representative of the company, may represent the company at the meeting. Cleaning personnel cannot represent the company. The meeting shall include an inspection of the building(s), evaluation of the past month's performance, and review of the monthly invoice.
- b) The exception to the monthly work conference is when the Site Coordinator determines that there are no problems with the services. The Site Coordinator may waive a monthly meeting, but that does not relieve the obligation of the Vendor from scheduling the next monthly meeting.
- c) All problems found or discussed at this conference and tour shall be corrected immediately or within five (5) days depending on the severity of the problem.

#### 6.3 INVOICES

- a) The Vendor must submit one (1) monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to:
- c) Vendor invoices must indicate the correct **Purchase Order Number** to facilitate prompt payment. In addition, the Vendor's invoice must include the following:

- i.Date of Invoice ii.Vendor's Invoice Number iii.Month of service performance iv.Description of item being invoiced v.Description of any additional services completed vi.Monthly unit cost/invoiced amount
- d) Vendor invoices for Major Maintenance Services (Section 5.5) may be submitted immediately after completion of work has been approved by the Site Coordinator.

#### 6.4 DISPUTE RESOLUTION

During the performance of the contract, the parties must agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### 6.5 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.

The remainder of this page is intentionally left blank.

7.0 ATTACHMENTS

Vendor: \_\_\_\_\_

#### ATTACHMENT A: PRICING FORM

#### FURNISH AND DELIVER:

The Vendor shall include pricing for all line items below. If a line item's cost is included in another line item, place "Included" in the extended cost column and note the line item # it is included with. If bidding an item with no charge, place "N/C" in the unit cost and extended cost column. The Vendor shall not alter the pricing sheet in any way or the bid may be deemed non-responsive.

#### Table 1: General Cleaning: Daily Services

<u>Table 2: Major Maintenance Services</u>: For the purpose of evaluating the Bids, it is anticipated that these Major Maintenance Services with be performed a minimum of <u>once a year</u> unless otherwise directed by the NCDOT Contract Administrator. The costs below shall be used in calculating the Bid price and shall be used for any additional requests for Major Maintenance Services. **DO NOT ROUND OFF PRICES.** 

Table 3: Optional Items: All optional items listed in this IFB are not guaranteed. The State shall not be obligated to purchase the amount represented contained herein or in any other quantities.

TABLE 1: GENERAL CLEANING (See Section 5.4)						
ltem #	Item # QTY UOM DESCI		DESCRIPTION	UNIT COST DAILY	TOTAL ANNUAL EXTEND COST	
1.	250	EACH	General Cleaning Services	\$	\$	
2.	250	EACH	Equipment, Supplies, Materials, etc.	\$	\$	

Total Annual Extended Cost for General Cleaning (Table 1, Items 1-2)

Item #	QTY	UOM	DESCRIPTION	Extended Cost	
1.	2	EACH	Interior Glass Services	\$	
2.	2	EACH	Exterior Glass Services	\$	
3.	2	EACH	Floor Cleaning Services	\$	
Total Extended Cost for Major Maintenance Services (Table 2, Items 1- 6) \$					

TABLE 3: OPTIONAL ITEMS (See Section 5.6)					
Item #	UOM	DESCRIPTION	UNIT COST		
1.	Per-man hour	Areas, which have had furniture, equipment, cartons or carpet removed shall be cleaned under separate agreement at the quoted for Partial floor and/or Partial Carpet per square foot rate. These areas shall be brought up to the same level of cleanliness and appearance as the surrounding or adjacent areas.	\$		
2.	Per Square Foot	Partial Floor Service, stripping, scrubbing, sealing, floor finishing and buffing, according to the floor type including elevators, food service areas, stairs and landings.	\$		
3.	Per Square Foot	Partial Steam clean, hot water extraction of carpet including carpeted elevators and all mats.	\$		
4.	Per-man hour	Emergency Services	\$		

#### ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: <a href="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</a>

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

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here: <a href="https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_North-Carolina-General-Terms-and-Conditions\_12.2020.pdf">https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_North-Carolina-General-Terms-and-Conditions\_12.2020.pdf</a>

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

The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned. **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_Location-of-Vendors-Located-Outside-the-United-States\_01.2020.pdf</u> \*Please complete, print, and return with Bid Document.

#### ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION\*

The Certification of Financial Condition associated with this IFB is a separate document that is captioned. **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf</u> \*Please complete, print, and return with Bid Document.

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

The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT F: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\_HUB-Supplemental-Vendor-Information\_9.2020.pdf</u>

\*Please complete, print, and return with Bid Document.

#### \*PLEASE DOWNLOAD, COMPLETE, PRINT, AND RETURN WITH BID DOCUMENT.

Vendor: \_\_\_

### ATTACHMENT G: VENDOR EMPLOYEE POLICY

- a) For the State-owned/leased property outlined in this IFB. Upon written request of the contracting agency to the Vendor, Sub-Contractors, or its personnel who fails to abide by the following rules shall be immediately removed from the facility and replaced. See North Carolina General Contract Terms and Conditions – COMPLIANCE WITH LAWS data in this IFB.
- b) In addition, this contract may be canceled immediately by written notification upon receipt of substantiated notification and verification that the Vendor has failed to pay in a timely or reasonable manner employees, suppliers, or businesses used in the completion of the contractual requirements contained in this Bid, or if the Vendor is found to be issuing checks not covered by sufficient funds. In such instances, the Department may request that the successful Vendor be debarred from doing business with the Department, the State, and/or any of its subdivisions.
- c) Vendor cannot be a State employee working in the contracted building. The Vendor cannot employ any person that is an immediate family member of the State employees working in the contracted building. The Vendor cannot employ any state employee(s) or contracted state employee(s) who work(s) at the location defined in this contract. See North Carolina General Contract Terms and Conditions INDEPENDENT VENDOR data in this IFB.
- d) When the Vendor hires a new employee, the Vendor or a responsible representative of the company shall meet the new employee at the location and personally tour the facilities with the new employee and shall introduce any new employee to the site coordinator. The new employee shall be instructed as to the contract requirements. A copy of these requirements shall also be posted in the janitorial closet where the cleaning personnel can readily see it. At this initial meeting, the employee shall show his/her government issued ID to the site coordinator. The ID shall match the name and criminal check already submitted as further proof of identity. The site coordinator is to make a copy of these documents to be filed with the criminal check for that person.
- e) The Vendor, the supervisor(s) and the site coordinator 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) When an employee is the only personnel for said site, the employee can be designated as self-supervised.
- g) Each employee of the Vendor shall have at least six (6) months of cleaning experience. Supervisory employees shall have at least one (1) year experience as a cleaning supervisor. This same policy applies to each approved Sub-Contractors and their employees.
- h) Employees shall not, for any reason or at any time, remove state property from the buildings without the prior written consent of the site coordinator.
- i) Employees shall not open drawers, cabinet doors or file cabinets. Employees shall not use copy machines or any other office machines. Employees shall not use any telephones except public pay phones or his/her privately owned cell phone.
- j) Employees shall not disturb any papers, boxes, or other materials except those in trash receptacles or designated areas for trash/recyclables or unless such material is properly identified as "trash" or "recycle".
- k) 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 employee's or tenant's permission. This is to include the contents of, or any item found in trash or recycling containers in or around the premises. Place trash and/or recyclable items in dumpsters or containers designated for that purpose.
- I) Vendors and its employees shall immediately report any occurrences of property loss, damage, false alarms, or visits from police or fire personnel to the site coordinator. The Vendor shall submit a written report regarding such incidents or damage within twenty-four (24) hours to the NCDOT Contract Administrator specifying the location, the extent of the damage and detailing the event.
- m) Vendor shall assume liability and be financially responsible for the cost of any damages or fines which are caused by the Vendor, any representative, their employees, Sub-Contractor's and/or any unauthorized person(s) the Vendor, Sub-Contractors or their cleaning personnel allow into the building.

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Vendor:

- N) Vendor or its insurer shall reimburse the contracting agency or owner of damaged or stolen property for such damage or loss within thirty (30) days after a written claim is submitted or the amount shall be deducted from the Vendor's outstanding payments.
- o) Communication devices shall be set to vibrate or emit a very low sound in order not to disrupt State Government employees or the public. Use of such equipment except for performing janitorial duties shall be limited to areas where State Government employees or the public cannot hear conversations. Areas shall include outside of facilities, storage areas and other vacant areas. Failure to comply with this requirement shall require removal of the person from the contracted premises.
- p) Employees shall not leave keys in doors or unsecured places, allow anyone to accompany them, or admit anyone into any building or office without prior approval of the site coordinator. All doors, which were locked upon entry, shall be immediately re-locked. Leaving exterior doors or lockable windows unsecured shall be grounds for a warning letter and shall lead to default of the contract. Information relating to the security and operation of the premises is protected and not to be discussed with anyone except employees working directly with the Vendor. Serious breach of the security of the building shall be cause for default of the contract.
- q) Employees shall not clean, unplug or move copy machines or other office machines.
- r) Employees shall not engage in idle or unnecessary conversation with State Government employees, other employees of the Vendor/Sub-Contractors, tenants, or visitors to the building.
- s) Vendors, Sub-Contractors and all personnel of their respective companies shall not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto any State property for any reason.
- t) Vendors, Sub-Contractors and all personnel of their respective companies shall conduct themselves in a professional manner and observe proper business ethics while on State property. Anyone using profanity or threatening violence shall be asked to leave the premises.
- u) Vendor and Sub-Contractors shall exclusively be responsible for the following at no cost to the NCDOT:
  - 1. Training employees on Security procedures and on how to lock and unlock the appropriate buildings.
  - 2. Instructing employees on which door to enter and exit from the beginning and end of their shift and be trained on the proper usage of NCDOT Key Badges where required.
  - Providing initial and ongoing training, for janitorial supervisory employees, Sub-Contractors and all personnel of their respective companies and their staff in proper handling of Bloodborne Pathogens OSHA– 29 CFR 1910.1030 and use such procedures when blood and/or any other type of body fluids are involved. Employees should be trained before starting janitorial services.
  - 4. Providing training for janitorial supervisory employees, Sub-Contractors and all personnel of respective companies in proper handling of Asbestos Containing Materials (ACM). The materials are primarily located in flooring and ceiling materials. Employees will be trained before starting janitorial services. The Asbestos Training shall comply with OSHA Asbestos Standards 29 CFR 1910.1001 and1926.1101, USEPA NESHAP Regulations 40 CFR Part 61, Subpart M and Department of Health and Human Services, Health Hazards Control Branch, Asbestos Hazard Management Program Rules 15A NCAC 19C.0600. The applicable standards are available from the Health Hazards Control Branch, PO Box 29601, Raleigh, NC 27626-0601 (919/733-0820). The OSHA standards are available from NC Department of Labor, Division of Occupational Safety and Health, Standards Analysis and Publication Section, 4 West Edenton Street, Raleigh, NC 27601 (1-800-LABOR-NC or 919/807-2883). Website is <a href="http://www.osha.gov/">http://www.osha.gov/</a>. Click on Bullet "Regulations". The Vendor shall exercise caution to ensure that asbestos materials are NOT DISTURBED.
  - 5. Prior to starting services, all janitorial workers (including the owners) shall sign an asbestos notification form furnished by the site coordinator, (if applicable to site).

#### ATTACHMENT H: BUILDING LOCATION AND DATA

#### This Exhibit is for Vendor's reference only.

Location:	NCDOT Division of Highways Location & Surveys Building 200 Roscoe Trail Raleigh, NC 27607
County:	Wake
Number of Stories:	1
Population: (Regular Year-Round Employees – Approximate)	30
Daily Visitors:	0
Working Hours:	7:00 AM - 5:30 PM
Gross Area:	7100 Square Feet
Net Cleanable Area: (Including corridors, lobbies, and entrances)	7100 Square Feet
Secured Area:	90 Square Feet
Restrooms:	1 Male 1Female 0 Unisex
Carpet:	0
Tile:	7100 Square Feet
Stairways:	0
Elevators:	0
Total Number of Windows: (This does include entranceways and inside partitions)	21

\*The above figures are estimates of the building statistical data. The Vendor is responsible for verifying dimensions and quantities.

Vendor: \_\_\_\_\_

#### ATTACHMENT I: ADDITIONAL SUPPLY REQUIREMENTS

#### **Equipment and Supplies Information**

#### (ALL THE FOLLOWING ITEMS ARE REQUIRED)

#### Chemicals:

Foam hand soap Disinfectant (Must be listed on the EPA Topic List N) Neutral floor cleaner Premium furniture polish Non-acid bathroom cleaner	Carpet spot remover Gum Remover Glass cleaner Stainless Steel Cleaner/Polish Cleaner/Degreaser for all surface types

#### **Disposable Products:**

Toilet seat covers
Paper Towels (white recycled)
Tissue paper (2- ply)
Trash Can liners
Deodorizer refills
Deodorizer Dispenser Batteries
Disposable Gloves
Rags
De-Icer (Not Salt)
Sand (As needed)
First-Aid Kit
Spill Clean-Up Kit (OSHA Compliant to 1910.1030 Bloodborne Pathogens)

#### Equipment:

Mop and mop handle	Dustpan
Mop bucket with wringer	Dust mop
Broom	Dusting Tools
Toilet brushes (Not wire)	Utility Cart
Safety Goggles	Trash Collection Barrel
HEPA Vacuum(s)	Foam Hand Soap Dispensers (As needed)
HEPA Backpack Vacuum (As Needed)	HEPA Hand Vacuum (As Needed)
Toilet Seat Cover Dispensers (As needed)	Scrubbing Brushes
Air Deodorizer Dispensers (As Needed)	

#### YOU MUST NOTIFY YOUR CONTRACT COORDINATOR OF ANY CHANGES TO ANY OF THE ITEMS ABOVE.

#### I CERTIFY THAT THE ITEMS CHECKED ABOVE WILL BE PROVIDED IF AWARDED THIS IFB:

BUSINESS NAME:	 	 	<u></u>
OWNERS NAME:	 	 	