

Solicitation RFP No. 43-CreditUnionJanitorial-2010

Bidder/Offeror: _____

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.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.

STATE OF NORTH CAROLINA REQUEST FOR PROPOSALS

RFP # 43-CreditUnionJanitorial-2010

TITLE: Credit Union Janitorial

USING AGENCY: Department of Commerce, Credit Union Division

ISSUE DATE: September 21, 2010

ISSUING AGENCY: *Department of Commerce, Credit Union Division)*

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m October 7, 2010** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
RFP NO: 43-CreditUnionJanitorial-2010	RFP NO: 43-CreditUnionJanitorial-2010
NC DEPARTMENT OF COMMERCE	NC DEPARTMENT OF COMMERCE
Purchasing Office	Purchasing Office
4302 Mail Service Center	301 North Wilmington Street, Room 587
Raleigh, North Carolina 27699-4302	Raleigh, North Carolina 27601

IMPORTANT NOTE: Indicate your firm's name and the RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above. **It is the sole responsibility of the offeror to have the proposal in this office by the specified time and date of closing.**

LATE PROPOSALS WILL NOT BE ACCEPTED.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals **will not** be acceptable.

Direct all inquiries concerning this RFP to: *Torri Hobson
Purchasing Agent
NC Department of Commerce
301 North Wilmington Street, Room 587
Raleigh, North Carolina 27601*

thobson@nccommerce.com

NOTE: **A MANDATORY PRE-PROPOSAL CONFERENCE, SITE VISIT, AND TOUR OF BUILDING** for all prospective offerors is scheduled for September 29, 2010 at 11:00 – 12:30 in Raleigh, North Carolina at the Credit Union Division (lobby, main entrance). The address is: 205 W. Millbrook Road, Suite 105, Raleigh, North Carolina 27609. **Attendance at this conference is a prerequisite for consideration of an offeror's proposal. This is mandatory.**

PLEASE BE PROMPT.

LATE ARRIVALS WILL NOT BE ALLOWED TO ATTEND THE CONFERENCE.

THE VENDOR, OR A VENDOR REPRESENTATIVE, MUST ATTEND THE PRE-PROPOSAL CONFERENCE. ALL OFFERORS ATTENDING THE CONFERENCE AND TOUR MUST SIGN IN AT THE BEGINNING, AND SIGN OUT AT THE END OF THE TOUR. **PROPOSALS WILL BE ACCEPTED ONLY FROM THOSE FIRMS ATTENDING THE PRE-PROPOSAL CONFERENCE, SITE VISIT AND TOUR OF THE BUILDING IN ITS ENTIRETY.**

<http://www.pandc.nc.gov/>

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

QUESTIONS AND ANSWERS

Prospective offerors are encouraged to submit written questions in advance to thobson@nccommerce.com

Any questions that are not emailed in advance, must be in writing and given to the Commerce Purchasing Office Representative at the close of the site visit / tour on September 29, 2010 at 11:00 – 12:30 A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified

It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

Prohibited Communications: FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH ANY PERSON INSIDE OR OUTSIDE THE USING AGENCY, ISSUING AGENCY, OTHER GOVERNMENT AGENCY OFFICE, OR BODY (INCLUDING THE PURCHASER NAMED ABOVE, DEPARTMENT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS DETERMINED THAT THE BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE ISSUING AGENCY IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

SECTION 1

INTRODUCTION

The Credit Union Division is seeking janitorial services as herein specified. The services shall consist of **Weekly Cleaning**, including all necessary labor, supervision, materials, and equipment in order to keep the contracted areas clean and properly supplied **Paper towels, toilet paper, soap and trash can liners will be supplied by the State Agency**. Work will need to be done after 5:00pm or before 8:00am.

BACKGROUND

With this Request for Proposal, the Contracting Agency seeks bids from experienced, qualified Offerors to provide an efficient and professional janitorial service with minimal interruption of service upon termination of the previous contract.

WORK LOCATION

North Carolina Credit Union Division
205 W. Millbrook Road, Suite 105
Raleigh, North Carolina 27609

BUILDING DATA

Total Net Square Footage to be cleaned: Includes Lobbys, Hallways, Offices, Conference Rooms, Breakrooms & Restrooms	3,888
Floors Occupied	1
Number of Breakroom Tables & Chairs	1 table & 4 chairs
Number of Restrooms	3
Number of Windows (Various Sizes)	14
Number of Employees at this location	8

Official working hours of building occupants are from: **8:00am to 5:00pm**

Janitorial cleaning for this contract will be done after **5:00pm** or before **8:00am**

The computer room and file room should not be entered by cleaning staff.

The Offeror must provide a designated, on-site, responsible Supervisor/Shift Leader at all times when any services are being performed under the terms of this contract. The Supervisor/Shift Leader in charge must check and ensure that all work performed by the Offeror's employees are properly performed and acceptable.

SECTION 2

SCOPE OF WORK

This will include weekly cleaning, including all reasonable and necessary labor, supervision, materials and equipment in order to keep the contracted area clean and properly supplied. The areas to be cleaned consist of the lobby, hallways and corridors, offices, conference room, breakroom, restrooms, outside entrances, etc. Contractor is responsible for taking the paper and plastic recycling, cardboard and trash bags to containers on site; inside and outside locations. **Each Offeror is to submit a cost proposal that includes all labor and all environmental-friendly cleaning supplies.**

GENERAL CLEANING: The Contractor must provide the following services, no less frequently than the schedule specified. The Contractor will be required to provide sufficient labor hours, equipment, materials and environmental-friendly cleaning supplies to complete all requirements as listed in this contract to a "Passing Level" as determined by the Contract Administrator. **The Contract Administrator's decision of "Passing Level" is FINAL.**

Weekly::

The following tasks must be accomplished weekly after 5 pm and before 8 am on weekdays or during the weekend.

1. Empty trash cans by replacing plastic liners. Cans are to be washed as needed.
2. Remove all materials marked with word "trash".
3. Deposit all trash and boxes in dumpster.
4. Spot clean all interior and horizontal surfaces.
5. Sweep all uncarpeted floors and mats (including hallways, stairwells, offices and entrance areas). Use damp mop as required. All floors must be kept clean dirt free and trash free. Spots or stains are to be removed immediately. (Spray and buff if necessary).
6. Vacuum all carpeted areas. Loose paper, pins, clips and other trash shall be removed. (Spot clean if necessary)
7. Clean and shine all chrome fixtures including drinking fountains and molding.
8. Spot clean glass surfaces, including entrance areas.
9. Sweep outside entrances and sidewalk.
10. Clean up trash, paper and litter inside and around the outside of building.
11. Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges and scrapes.
12. Special clean-up of areas which have had furniture, equipment, carpet or cartons moved. These areas should be brought up to the same level of cleanliness and appearance as the surrounding or adjacent areas with a reasonable amount of time.
13. Wipe out microwave and refrigerator.

Restroom maintenance:

- A. Replenish all restroom supplies. **These supplies will be provided by the State Agency.**
- B. Sweep bathroom floors. Wet mop with cleaner provided by the contracting agency to keep floors clean and sanitary.
- C. Wash and sanitize toilets, seats and urinals.
- D. Clean all sinks and countertops.
- E. Damp wipe and polish all chrome surfaces and mirrors.
- F. Dust all ledges, grills and partitions to keep dust free and clean.
- G. Empty all trash. Plastic liner may be used if trash can has been cleaned thoroughly.
- H. Deodorize and disinfect all traps, drains, toilets and urinals in bathrooms.
- I. Maintain solid or liquid deodorizing agent/ air freshener in all bathrooms.

Weekly:

1. Dust and damp wipe all horizontal surfaces.
2. Dust all blinds and window sills.
3. Thoroughly wash all restroom walls and partitions.
4. Entrance doors must be cleaned thoroughly.

Semi-Annually:

1. Wash and dry all interior and exterior glass. Completely sweep, strip, re-wax and buff all tile, linoleum, terrazzo and polished stone floors.
2. Shampoo all carpeted areas.

Annually:

Wash and dry all blinds. Blinds are to be removed from windows.

NOTE: All services listed under Semi-Annual and Annual requirements shall be performed during the first **90** days of the contract period. This is in addition to the weekly requirements.

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

INSPECTION:

1. The Contracting Agency and a contractor representative will conduct monthly inspections during normal business hours of the contracted building accompanied by a contractor representative. This inspection will be coordinated by the Contract Administrator.
2. Unannounced random inspections will be made at the discretion of the Contracting Agency.
3. Failure of the Contractor to pass monthly inspections, random inspection or correct complaints as specified may be cause to place the Contractor in a probationary status.
4. If corrective measures are not taken to improve cleaning conditions to a satisfactory level, the Contractor will be declared in default.

CONTRACT COMPLAINT PROCEDURES: The Contractor shall correct all complaints and supply special requests for services within a reasonable time period. All complaints, both major and minor, shall be investigated during same working day. Any complaint which cannot be corrected during the same working day or which is considered unreasonable or which cannot be dealt with for reasons beyond the Contractor's control shall be specifically reported to the Contract Administrator.

Uncorrected complaints, if not considered unreasonable by the Contract Administrator, shall be cause for any and all of the following actions by the Contracting Agency:

1. To obtain the services from within its own staff or from another available source without prior notice to the Contractor. Cost for these services will be charged to the Contractor.
2. To cancel the contract upon TEN (10) days prior written notice to the Contractor. Such notice shall be made by certified mail (return receipt requested) and either received or refused at the office of the Contractor listed in the contract. During this period, the Contractor will access any costs or damages due the Contracting Agency. The Contractor will be liable for any damages due for any excess costs of obtaining the services for the balance of his original contract period.

CRIMINAL CHECK: The Contractor will have a pre-employment criminal record check conducted for each employee. Any individual convicted of a misdemeanor involving moral turpitude or a felony shall be unacceptable for work at the Contracting Agency. New convictions will be promptly reported to the Contract Administrator who shall have authority to grant written exemptions from this clause.

CONTRACTOR EMPLOYEE POLICY: The Contractor agrees to be responsible for and shall provide general supervision of all its employees working under this agreement. **Whenever any employee(s) is working, there shall be a designated supervisor directing his work.**

The Contractor shall ascertain that all its employees abide by the following rules:

1. They shall wear an identification badge, and distinct uniform shirt, provided by the Contractor, with 2" by 4" (minimum size) logo of the contracting firm permanently affixed at all times while on the premises.
2. They shall be of good integrity and character.
3. They shall not disturb any papers, boxes or other materials except that in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
4. They shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage within eight (8) hours to the Contracting Agency in writing, specifying the location and extent of damage.
5. They shall not open drawers, file cabinets, or use telephone except public phones given specific prior approval by the Contracting Agency. Long distance calls are strictly prohibited. Also, they shall refrain from using or tampering with computers, copiers, or other office equipment.
6. They shall not leave keys in doors or admit anyone in building or office who is not a designated employee of the Contractor. All doors which were locked upon entry will be immediately relocked.
7. They shall not engage in idle unnecessary conversation with State employees, other employees of the Contractor, tenants or visitors to the building.
8. They shall not take for personal possession any article or materials from the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of, or any item found in, trash containers in or around the premises. Trash items are to be removed from the premises by the Contractor.
9. They shall abide by rules and regulations set forth by the State of North Carolina which affect the performance of the work.

10. Each employee of the Contractor should have at least 6 months to 1 year of experience as a janitorial employee. Supervisory employees should have at least one year of experience as a cleaning supervisor.
11. Upon written request of the Contracting Agency to the Contractor, any Contractor's employee who fails to abide by these or other rules established by the State will be immediately pulled off the job and replaced.
12. No children are allowed on the job.

INSURANCE: Contractor shall furnish the State certificates evidencing insurance coverage as specified in this section prior to the execution of the contract.

SECTION 3

PROPOSAL SUBMISSION REQUIREMENTS

The response to this Request for Proposal shall consist of the following:

1. Company/Corporate Background and History:
The Offeror shall provide a written summary of the company/ corporation including when the firm was established, the number of current employees, the types of facilities serviced and the volume of space cleaned currently and in the past.
2. Scope of Work:
The scope of work is provided in the Request for Proposal and states the requirements.
3. Contractor Data Sheet:
Give history of the contractor's experience with similar projects.
4. References:
The Offeror shall provide the name and address of other agencies and/or private firms for which similar or related work has been performed during the past three years. List must also include a contact person's name and telephone number for each firm.
5. Cost Proposal:
The Offeror shall provide a total cost representing the maximum amount for all work and materials requested in this proposal.
6. Execution of Proposal:
The authorized signature indicates that the Offeror has attended the mandatory conference / site visit, can obtain certificates of insurance, that all labor and material costs are included in the cost proposed, and that the Offeror has read and understands the conditions set forth in the proposal and agrees to them with no exceptions
7. Number of Proposals to be submitted:
Submit three (3) original proposals and one (1) copy of the proposal in a sealed package. The response should include this entire document. Failure to comply with this requirement will result in the rejection of your proposal.
8. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP. Refer to the cover sheet for specific mailing/delivery instructions.
9. At that date and time, the package containing the proposals from each responding firm will be publicly opened and the name of each offeror announced publicly.
10. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

11. Proposals will be evaluated according to completeness, content, experience providing similar services, response time, the ability of the offeror and its staff and cost. The evaluators will consider all factors, technical and cost, not just cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was most advantageous to the State.

In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

Total cost to the State

Level of quality provided by the vendor

Process capability across multiple jurisdictions

Protection of the State's information and intellectual property

Availability of pertinent skills

Ability to understand the State's business requirements and internal operational culture

Risk factors such as the security of the State's information technology

Relations with citizens and employees

Contract enforcement jurisdictional issues

12. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.
13. The evaluators reserve the right to request financial information as specified below. If requested, vendors must provide financial references in one of the forms outlined below within five (5) days from receipt of request:
 - Most recently accredited balance sheet
 - Certified letter of credit
 - Statement from the company's financial institution indicating financial stability of the company.
14. If your firm is the successful vendor as a result of this solicitation, formal award will not be finalized until your firm has completed the vendor registration process with the Statewide E-Procurement Service. This registration is necessary in order for the Department to have the capability of issuing purchase orders for the services described herein. Electronic registration can be accessed at <http://vendor.ncgov.com>. If you experience any problems with the registration process, contact E-Procurement Customer Service by phone at 1-888-211-7440 or by e-mail at ephelpdesk@ncmail.net. Note: The E-Procurement fee will not be assessed on services provided in accordance with this RFP.

SECTION 4

Contract Terms and Conditions

Contract Term

The term of this contract will be upon the date of the award for a one-year period, The Department reserves the right to renew this contract for two additional one-year periods. The total contract term shall not exceed three years.

Contract Administrator

The Department will designate one person as the Contract Administrator for this contract. This person will be responsible for the following duties:

1. The Contract Administrator and liaison for this contract will be Sandy Tapley. The Contract Administrator will approve the work schedule. Any documents that may be generated as a result of this contract will be submitted to the Contract Administrator for approval.
2. Determination as to whether the Contractor is satisfactorily performing the services delineated in the contract shall be at the discretion of the Contract Administrator. In the event performance is unsatisfactory, the Contract Administrator shall be responsible for initiating notifications for the Contractor as outlined in the contract. Any desired change in the contract must be approved by the Department's Purchasing Officer.

Contract Document

The contract shall be deemed to include, by verbatim incorporation, the following documents:

1. The Request for Proposal, dated September 21, 2010 and all addenda thereafter;
2. The offeror's proposal;
3. The acceptance of proposal;

Any written amendments to the contract which may be issued. Changes to the contract, or any of its terms and conditions, may be made only by written amendments stipulating the changes to be made and the effective date. Each amendment must be signed by both the Contractor and the Department with prior approval being granted by the Departmental Purchasing Office and the State Division of Purchase and Contract.

EXECUTION OF PROPOSAL RFP43-CreditUnionJanitorial-2010

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror has attended the *mandatory* conference/site visit and is aware of prevailing conditions associated with performing these services.

The offeror can and will provide the specified performance bond or alternate performance guarantee (*if applicable*).

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within **90 days** from the date of the opening, to furnish the subject services, required equipment and materials for a cost not to exceed:

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL ADDRESS: _____

FEDERAL EMPLOYER TAX IDENTIFICATION NUMBER: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.): _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Printed name)

ACCEPTANCE OF PROPOSAL: North Carolina Department of Commerce

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Cost Proposal

The Contractor agrees to furnish janitorial services as outlined herein for the amount of:

\$_____ /annually.

Payable in 12 monthly installments of \$_____.

PRICE INCREASE: In the event of a federal minimum wage increase, the contract will be subject to renegotiation. The Contractor will be granted such an increase provided sufficient documentation is submitted. Notwithstanding the above, the compensation payable to the Contractor, in accordance with the process quoted above, shall be fixed for the first twelve (12) months of this contract. However, upon application, 60 days prior to the 12th and 24th month of the contract, the price may be adjusted to reflect the increase in the Consumer Price Index for the previous 12-month period (as published by the Bureau of Labor Statistics). If the amount of the increase is more than ten (10) percent, the State reserves the right to cancel this contract in accordance with #7 of the North Carolina General Contract Terms and Conditions.

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

REFERENCES

Prospective Contractor must supply references of government agencies and/or private firms for which it has done similar or related work during the past three years.

1. Agency or Firm Name _____
Business Address _____
Contact person _____
Phone Number _____
Square Footage cleaned _____
Email Address _____

2. Agency or Firm Name _____
Business Address _____
Contact person _____
Phone Number _____
Square Footage cleaned _____
Email Address _____

3. Agency or Firm Name _____
Business Address _____
Contact person _____
Phone Number _____
Square Footage cleaned _____
Email Address _____

4. Agency or Firm Name _____
Business Address _____
Contact person _____
Phone Number _____
Square Footage cleaned _____
Email Address _____

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Contractor Data

Name: _____

Address: _____

Phone#: _____ Pager#: _____

Fax#: _____

E-Mail: _____

Check One: Proprietorship _____ Social Security # _____
 Partnership _____ EIN# _____
 Corporation _____ EIN# _____

Contact person authorized to answer questions concerning the information provided in your response:

Name: _____

Phone#: _____

Fax#: _____

E-Mail: _____

Management personnel who will be assigned to this account:

Name: _____

Phone#: _____

Fax#: _____

E-Mail: _____

In the event the management assigned to the account changes, the Contractor is to notify the Department, in writing, of the change.

Names of employees who will be assigned to this account (**designate which employee will be in a supervisory capacity**):

_____ Man hours to be worked by this employee: _____/week

_____ Man hours to be worked by this employee: _____/week

_____ Man hours to be worked by this employee: _____/week

_____ Man hours to be worked by this employee: _____/week

_____ Man hours to be worked by this employee: _____/week

Provide a schedule of when each employee will be scheduled to work: _____/Mon-Fri.

**NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE REJECTION OF
YOUR PROPOSAL.**

Contractor History

Answer all questions. If you respond “yes” to any of the questions, give specific details using additional pages.

Within the last **seven (7)** years, has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

1. An indictment, judgement, conviction, or grant of immunity, including pending actions, for any business related conduct constituting a crime under local, state, or federal law? _____ Yes _____ No
2. A local, state, or federal government cancellation of a contract, including pending actions, for lack of responsibility or otherwise not satisfactorily fulfilling contractual obligations? _____ Yes _____ No
3. Any state or federal determination of a violation of federal labor law regulation or any OSHA violation deemed serious or willful? _____ Yes _____ No
4. Length of time your firm has been in business providing this service? _____ Months _____ Years.

**NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE REJECTION OF
YOUR PROPOSAL.**

Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169),
this form is to be completed and submitted with the offeror's (technical) proposal/bid.

Issuing Agency: **CREDIT UNION DIVISION**

Solicitation # **43-CreditUnionJanitorial-2010**

Solicitation Title / Type of Services: **Credit Union Division Janitorial**

OFFEROR: _____

City & State: _____

Location(s) from which services will be performed by the **contractor**:

Service	City/Providence/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed **outside the U.S. by the contractor**:

_____	_____	_____
_____	_____	_____

Location(s) from which services will be performed by **subcontractor(s)**:

Service	Subcontractor	City/Providence/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Location(s) from which services are anticipated to be performed **outside the U.S. by the subcontractor(s)**:

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our 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 that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the State's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offerors' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
 13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

NOTE: For “Agency”, substitute “Department”, “University”, etc., as applicable.

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 60 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.

12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

25. **By EXECUTIVE ORDER 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

07/12/2010