

Bidder/Offeror: _____

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ATTENTION

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

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NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



REQUEST FOR PROPOSAL (RFP)
FOR
FACILITIES JANITORIAL CONTRACTS
ROANOKE RAPIDS DMV

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TITLE: JANITORIAL and GROUNDS SERVICES-
ROANOKE RAPIDS DMV BUILDING
HALIFAX COUNTY

ISSUE DATE: March 4, 2009

ISSUING AGENCY: North Carolina Department of Transportation (NC DOT)
Purchasing Section
1510 Mail Service Center
Raleigh NC 27699-1510

PURCHASING AGENT: James McCormick
jdmcormick@ncdot.gov Telephone: 919-807-0626

CONTRACTING AGENCY: State of North Carolina, Department of Transportation
General Services Division, Support Services Unit

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP 54-JM-10683177 NC Department of Transportation Purchasing Section 1510 Mail Service Center Raleigh NC 27699-1510	RFP 54-JM-10683177 NC Department of Transportation Purchasing Section 401 Oberlin Road Suite 250 Raleigh NC 27605

Send all proposals directly to the Issuing Agency shown above. Proposals sent by U.S. Mail are routed through the State Mail Service Center. If the State Mail Service Center does not deliver your proposal by the opening date and time shown above, the proposal shall not be considered.

It is the sole responsibility of the offeror to ensure that sealed proposals, subject to the conditions made a part hereof, shall be received at NC DOT Purchasing Section before **2:00 PM, Tuesday, April 28, 2009** for furnishing services described herein. Proposals arriving after this date and time shall not be considered under any circumstances.

IMPORTANT NOTE: Please read and evaluate this RFP carefully before submitting a proposal. **ONE (1) ORIGINAL and TWO (2) COPIES OF PART IV of this RFP and all addenda shall be submitted as the offeror's proposal.** This contract as written is not to be modified in any way. If the RFP text is found to be modified the submission will not be considered as a valid bid. Proposals without all the requested pages or without the signed addenda shall be rejected. Place all documents for this proposal only in one sealed envelope. Indicate your firm name, this RFP number and the proposal opening date, specified above, on the front of each proposal envelope or package.

MANDATORY TOUR OF BUILDINGS AND GROUNDS: On **Wednesday, March 18, 2009 beginning promptly at 8:30 AM,** there will be a mandatory tour of the building and grounds (See Attachment A for building address). Late arrivals shall not be allowed to attend the tour of Buildings and Grounds. The tour is prior to the Mandatory Pre-proposal Conference. This will be the only opportunity to tour the facility prior to bidding. The Contract Coordinator is the only person responsible for showing the interested offerors the general areas included under the service contract. The offeror shall not rely on the Contract Coordinator to answer any questions concerning the proposal or contract terms. Written questions should be directed to the Purchasing Agent no later than one (1) day prior to the conference. Questions may be asked at the Mandatory Pre-proposal Conference.

MANDATORY PRE-PROPOSAL CONFERENCE: For all prospective offerors a Mandatory Pre-proposal Conference is scheduled **at the Raleigh Troop C Headquarters in the auditorium; 4004 District Drive, Raleigh, NC 27607** on **Friday, March 20, 2009 at 9:00 AM.** Please be prompt. Late arrivals shall not be allowed to attend the conference. It is recommended that you bring a copy of this RFP to the pre-proposal conference. Only bidders who have attended the entire conference and properly registered at the Mandatory Tour of Buildings and Grounds and the Mandatory Pre-Proposal Conference will be considered eligible to bid. This Pre-Proposal conference will cover the following bid locations: Various.

NC DOT shall attempt to answer all questions concerning this bid document before and during the pre-bid conference. All questions before pre-bid conference shall be directed in writing to the Purchasing Agent. A summary of all questions and answers will be posted on the Internet as an addendum. The agency will make all possible effort to post addendum within two (2) business days. The addendum shall be signed and returned with the proposal. Any addendum issued will be located on IPS directly below the proposal being modified and shall be designated as addenda. It is the offeror's responsibility to ensure that all addenda have been reviewed, printed, signed and returned.

ELECTRONIC OR FACSIMILE (FAX) PROPOSALS: Proposals and/or addendum submitted via electronic means or facsimile (FAX) machine in response to this Request for Proposal **shall not be accepted.**

PART I -GENERAL INFORMATION

- A. INTRODUCTION AND SCOPE:** The NC DOT, General Services Division, is responsible for providing an efficient, healthy and safe janitorial service for their buildings and their occupants. This contracting agency seeks proposals from qualified, experienced offerors to provide an efficient and professional service with minimal interruption of service upon expiration of the previous contract. The janitorial services as herein specified shall consist of an all-inclusive janitorial service with Daily, Weekly, Bi-Weekly, Monthly, Quarterly Cleaning, Lawn and Grounds Services and Major Maintenance Services. Services shall include all reasonable and necessary labor, sufficient labor hours to do an acceptable job on all tasks, a supervisor, training, materials, equipment, and supplies in order to keep the contracted area professionally clean and properly supplied.

The areas to be cleaned consist of offices, auditoriums (including stage and adjacent areas), conference rooms, libraries, corridors, stairs, stairwells, elevators, ramps, landings, porches, storage areas, restrooms, janitorial closets, mechanical and electrical rooms (limited services), break rooms, designated smoking areas, food service dining area (food prep, food storage, and food storage manager's office NOT included), support work areas (Mail, Supply, Printing, Computer Room with raised floor, etc.), exterior service areas, yards, walkways, on-site parking lot, driveways, roadways, on-street parking, alleys, loading dock and other areas within the property boundary. This will be clarified during the mandatory pre-proposal conference.

- B. ASSURANCE STATEMENT:** All contracts awarded by NCDOT shall contain the following assurance language:

"The contractor, subcontractor or subrecipient shall not discriminate on the basis of race, color, gender, or national origin, in the performance of this contract."

- C. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** Pursuant to General Statute 143-28 and Executive Order 150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled. Pursuant to Executive Order 106, each state agency should strive to increase the total amount of goods and services acquired from HUB vendors, whether directly as a principal contractor or indirectly as a subcontractor. It is expected that each agency will issue an aspirational goal of at least ten percent (10%), by dollar amount, of the State's purchases of goods and services that will be derived from minority owned businesses, and at least five percent (5%) that will be derived from disabled and women-owned businesses.

Minority owned businesses and disabled and women-owned businesses must be certified HUB vendors and listed on the North Carolina Department of Administration (DOA) HUB Directory to meet the aspirational goal. The DOA also recognizes the NCDOT Transportation Directory of MBE/WBE firms as qualified firms to meet the aspirational goal.

NCDOT Transportation Directory of MBE/WBE: <https://apps.dot.state.nc.us/vendor/directory/>

North Carolina Department of Administration HUB Directory: <http://www.ips.state.nc.us/ips/Vendor/srchven.asp>

- D. THE PROCUREMENT PROCESS:** The following is a general description of the process by which a firm will be selected to provide the required services.
1. Request for Proposals (RFP) shall be posted on the Internet via the State's Interactive Purchasing System (IPS) at the Internet address: <http://www.ips.state.nc.us>. **Vendors shall register through Vendor Link NC on this web site within two (2) business days after notification of award.** E-Procurement information can also be obtained from this site. To obtain RFP information, click on Search for Open Bids, Category is "Services (Contractual and Consultant)" then press Search.
 2. **ATTENTION:** This contract is not included in e-procurement. Paragraphs #24 and 25 of the attached General Contract Terms and Conditions DO NOT apply. **However, the contractor shall register with the Statewide E-Procurement Service within two (2) business days after notification of award in order to receive an electronic purchase order resulting from award of this contract. General information on the e-procurement service can be found at http://www.ncgov.com/eprocurement/asp/section/ep_index.asp**
- E. TOUR OF BUILDING AND GROUNDS:** Offerors will be given the opportunity to familiarize themselves with the job required and apprise themselves of all conditions which will affect the performance of the work called for or reasonably implied by this RFP. No allowance shall be made for unreported conditions, which a prudent offeror would recognize as affecting the performance of the work called for or implied in this RFP.
- F. ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS A PREREQUISITE FOR CONSIDERATION OF AN OFFEROR'S PROPOSAL:** Sign in sheets for the pre-proposal conference and submission of a proposal shall constitute sufficient evidence of this compliance.
- G. PROPOSAL SUBMISSION REQUIREMENTS:** Failure to submit any of the following items in 1-4 below to the contracting agency shall be cause for rejection of the proposal.
1. **PROPOSALS:** are to be submitted from each offeror and shall be signed and dated by an official authorized to bind the company. Unsigned proposals shall not be considered.
 2. **PART IV** – All documents within **Part IV of this RFP** to include Contractor Data and Subcontractor Data -**completed and/or signed**. Information must be submitted on contractor and subcontractor(s) if applicable.

3. **ADDENDUM:** All Addenda completed and signed.
4. **PROOF OF INSURANCE:** The offeror shall furnish along with the bid certificates of insurance evidencing coverage showing General Liability, Workers Compensation, and Automobile Insurance. Offeror is required to have the proper limit amounts as required in the NC General Contract Terms and Conditions. Insurance Certificate(s) must be issued from the Insurance Carrier.

H. PROPOSAL OPENING:

On the date and time of the proposal opening, the Issuing Agency shall publicly open the sealed proposals from each responding offeror. The name of the offeror and the total proposal amount shall be announced publicly. Offerors are cautioned that these cost proposal amounts and their components are subject to further evaluation by the contracting agency including the correction of math errors and therefore may not indicate the lowest responsible offeror announced during proposal opening.

I. EVALUATION PROCESS

1. The contracting agency shall not make its decision based solely on price, but shall evaluate proposals based on completeness, content, offeror's experience with similar projects, ability of the offeror and its staff, costs, offeror's past performance references (including contracts not listed as a required reference with the contracting agency during the last three years). Completed supplies and equipment page, completed work plan (if required), criminal background checks including traffic records on owners and officers, certificate of insurance and overall ability to perform the services required will also be considered. 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 deemed to be the best responsible bid.
2. The contracting agency reserves the unqualified right to accept or reject all proposals or to waive any informality in proposals and unless otherwise specified by the offeror, to accept any item offered. In case of error in the extension of prices in the proposal, the unit price shall govern.
3. The Interactive Purchasing System (IPS) allows the public to retrieve proposal tabulations electronically from their Internet web site. Click on Search for Bid, enter the proposal number and then click on search. Tabulations shall normally be available at the IPS Website no later than one working day after the opening. Lengthy tabulations may not be available on the Internet but these may be obtained by calling the Purchasing Agent.
4. The contracting agency, at their option, may request the Issuing Agency to hold oral presentations or discussions 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.
5. Offerors are cautioned that this is a Request for Proposals, not a request to contract. The contracting agency reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

J. CONTRACT PERIOD:

The term of this contract shall be eight months beginning on or about May 1, 2009 and ending December 31, 2009 unless terminated as provided herein. At the option of the contracting agency and NC DOT, this contract **may** be extended beginning the first of January for the subsequent year for two (2) additional periods of one (1) year each (maximum of three years total). If the original contract for some reason does not actually start on May 1, 2009 the first term shall still terminate on December 31, 2009.

K. PERFORMANCE GUARANTEE OPTIONS:

1. For the first year of this contract, the Contractor agrees to invoice the Contracting Agency seven (7) percent less than the amount of the monthly compensation. **The Performance Guarantee will not be deducted for extensions and will be refunded without interest, by the Contracting Agency at the end of extension agreement.** In cases of default or termination by the contracting agency, this amount will be used to obtain these services from another source.
2. The face amount of the Performance Bond shall equal one third of the contractor'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, NCDOT within fourteen (14) days after written notification of award.

L. PRICE INCREASES:

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. If the contracting agency elects to renew the contract beyond the first twelve months, the contractor shall receive a price increase. The price shall be adjusted to reflect an increase based upon the United States Department of Labor (DOL), Bureau of Labor Statistics (BLS), Consumer Price Index (CPI). If the amount of the increase is more than ten percent (10%), the State reserves the right to cancel the contract.

M. GENERAL CLEANING:

General Daily Cleaning, evening shift, for this contract shall be done between the hours of **5:00 PM and 11:30 PM**. Buildings are to be cleaned Monday through Friday (Friday cleaning can be performed on Saturday or Sunday). No cleaning is to be done on State Holidays. The contractor shall provide the manpower to accomplish all of the required cleaning tasks defined in the contract at the specified intervals within the hours stated above. No other allowances for cleaning time shall be made except for

Major Maintenance Services. In addition, a supervisor is required to be present during Major Maintenance. Exceptions to this cleaning schedule must be submitted in writing to the coordinator stating the reason for changing the cleaning hours. Exceptions may be granted by written notice from the coordinator. The Offeror shall seek approval from the Contract Coordinator when planning to perform work at unscheduled times.

N. 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. **A minimum of one (1) man-hour is required for this location.** 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. 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 contractor is obligated to clean all areas on the property designated by this contract.

O. PAYMENT REDUCTION SCHEDULE (OR LIQUIDATED DAMAGES):

- 1 If a contractor does not provide an expected full day's service for a required state business day, the contractor's next invoice shall be reduced by the contract administrator for a full day labor rate as noted in the contract in addition to not being paid for the no service day's labor. The supply rate shall be paid for a no service day except as identified in #2 below.
- 2 If a contractor does not provide enough supplies to last until the next workday and the agency has to purchase its own supplies, the contractor shall reimburse the agency for these supplies. In addition, the contractor's next invoice shall be reduced by the contract administrator for a full day's combined labor and supply payment as noted in the contract for each day's occurrence.

P. WORK LOCATION AND BUILDING DATA - SEE ATTACHMENT A

PART II - PROCEDURES AND REQUIREMENTS - The offeror awarded the contract is hereby referred as the Contractor.

- A. **INSURANCE:** Public Liability and Property damage – The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him, Contractor's employees and Subcontractors performing work covered by this contract from claims for damage or property damages which may arise from operations under this contract. This insurance shall also provide for indemnification and holding and saving NCDOT, its officers, agents, and employees harmless from claims against the State or NCDOT arising from operations under this contract by Contractor, Contractor's employees and Subcontractors. This indemnification shall also include payment of any attorneys' fees and costs incurred by NCDOT defending against any claims against NCDOT arising from operations under this contract by Contractor, Contractor's employees and Subcontractors.

If Subcontractors take out and maintain separate insurance policies, said policies must be in the amounts specified in this section (Section A) as well as Section B set forth immediately above and provide for indemnification and holding and saving NCDOT, its officers, agents, and employees harmless from claims against the State or NCDOT from claims against the State or NCDOT arising from operations under this contract by Subcontractors. This indemnification shall also include payment of any attorneys' fees and costs incurred by NCDOT defending against any claims against NCDOT arising from operations under this contract by Subcontractors. Subcontractors must provide proof of said insurance to NCDOT immediately upon accepting work from Contractors and must maintain said insurance during the life of the contract with the Contractors. Subcontractors must also submit proof of current insurance within 10 business days upon request by Contractor or NCDOT.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93.

- B. **PROOF OF INSURANCE: Failure by the offeror which is awarded a contract to maintain continuous insurance coverage and provide current Certificates of Insurance to the Using Agency, as required and upon request, during the term of this contract shall be considered default and the contract shall be cancelled.** The original of the Certificate of Liability Insurance form and the subsequent renewal forms covering each type of insurance are to be sent to the contract administrator at NC DOT, Support Services Unit, 1530 Mail Service Center, Raleigh NC 27699-1530.

When services are subcontracted, the contractor shall provide Certificates of Insurance forms prior to any work being performed, covering each type of insurance for the subcontractor to the Using Agency. Types and amounts of insurance for subcontractors shall equal those of the contractors.

Insurance amounts shall be as follows per North Carolina Contract Terms and Conditions.

- 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.
- C. **CRIMINAL CHECK:** It is the policy of the NC DOT 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, NC DOT 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 contractor and then sent to the onsite contract 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 bidder shall be provided by the offeror prior to award. The Contracting Agency shall contact such bidder. Copies of the original criminal check sent to NCDOT Support Services Unit for the evaluation shall be sent to the contract coordinators upon award. Background checks can be found on the Internet and shall be from

reputable companies. Twenty-four (24) hours prior to performing work under this contract and when a new employee or individual is identified or brought in by the contractor for introduction, the contractor shall provide the onsite contract coordinator with criminal background checks. The coordinator shall review the documents and inform the contractor as soon as possible if the prospective worker will be permitted to perform work under this contract.

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

Required documentation shall include:

1. A cover letter by the contractor 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.
2. Contractor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
3. 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. All documents are to be clear and legible text.
4. Background checks consisting of:
 - a) Original unaltered criminal check from the organization providing the background check.
 - b) Background checks should include the background check provider's company name, company mailing address, and contact phone numbers.
 - c) The full name of the individual, which matches the government, issued photo ID.
 - d) The current address of individual being checked.
 - e) The date the background check search was conducted.

Any individual, representing the company who:

- 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.
- Convicted of any criminal felony or misdemeanor during the last seven (7) years shall not be allowed to work in buildings occupied by State Government employees.
- At any time has an outstanding warrant or a pending criminal court case shall not be allowed to work on State property.
- Has current habitual traffic related problems shall not be allowed to work on State Property.

- D. **BUILDING SECURITY LOG:** All persons representing the contractor shall individually sign in and out on the monthly security log each time he/she enter and exit the complex. Signing in and out at the same time is not acceptable. This includes contractors, subcontractors and all personnel of their respective companies and any others working with the contractor. Days not signed on the log by the cleaning employees shall not be paid for unless the contract coordinator or contractor can verify that cleaning was done. The log shall be located at a place agreeable to the contractor and the contract coordinator. The contractor on a monthly basis shall submit an invoice along with the completed log to the contract coordinator. The contractor or their employees shall start a new log monthly and it shall be signed daily, not in advance.

E. **KEYS:**

- 1 Keys are not to be duplicated by the contractors, subcontractors and any personnel of their respective companies; all keys shall be signed for and issued through the contract coordinator.
- 2 The contractor shall within twenty-four (24) hours after termination of a person inform the contract coordinator that the officer, employee, worker, subcontractor or subcontractor's employee has been terminated. The contractor shall collect all keys, and/or keycards upon termination of an employee and return such items to the contract coordinator within this twenty-four (24) hour period when possible.
- 3 No deposits shall be required; however, issuance and recall of keys and/or keycards shall be at the discretion of the contract coordinator. No keycards shall be issued to janitorial contractors, subcontractors and any personnel of their respective companies without the approved information, i.e. criminal background checks. After approval, the coordinator shall arrange for the Security Section to issue a NC DOT keycard.
- 4 Lost keys or keycards must be reported to the building contract coordinator within twenty-four (24) hours. The coordinator shall then arrange to have a new key or keycard issued. The contractor 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.
- 5 At the end of the contract, all keys and keycards shall be collected by the contractor and turned in to the contract coordinator 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.

- F. **IDENTITY REQUIREMENTS:** All individuals representing the contractor, including subcontractors, 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 contractor shall provide

their employees company logo clothing with 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 contract coordinator).

In cases where the contractor, contractor's cleaning employee(s), staff personnel or supervisor is not in company logo clothing that identifies the contractor's company, not wearing their picture ID badge, or wearing offensive apparel he/she shall be turned away from cleaning the building until that person returns in appropriate clothing and picture ID badge. The contractor shall be contacted and informed of this incident. (A standard fee of the General Cleaning Cost per day shall be deducted from the contractor's monthly payment if the building(s) or site(s) are not cleaned that day.)

G. **COMMUNICATION SERVICES:** The contractor shall constantly provide the contract coordinator and contract administrator with an up-to-date list of telephone numbers, a business office number, emergency contact number, a cell phone and/or a pager and a fax number. An active e-mail address is recommended. The contractor (or a responsible management official of the firm) shall respond **within one (1) hour** after telephone or pager contact from the contract coordinator or the contract administrator during State business hours and hours of cleaning. The contractor shall respond to any complaints within twenty-four (24) hours after an email request.

H. **CONTRACTOR/EMPLOYEE POLICY:**

1. The contractors, subcontractors and all personnel of their respective companies shall abide by the following rules for the State owned property outlined in this RFP. Upon written request of the contracting agency to the contractor, any contractor, subcontractor, or their 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 contract.
2. The general reputation and performance of the contractor is a reflection on the Department of Transportation. This contract may be canceled at any time by reason of unsatisfactory performance or other default of the Contractor upon five- (5) day's prior written notice by the Department. In addition, this contract may be canceled immediately by written notification upon receipt of substantiated notification and verification that the contractor 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 proposal, or if the Contractor is found to be issuing checks not covered by sufficient funds. In such instances, the Department may request that the successful bidder be debarred from doing business with the Department, the State, and/or any of its subdivisions.
3. The contractor cannot be a state employee working in the contracted building. The contractor cannot employ any person that is an immediate family member of the state employees working in the contracted building. The contractor cannot employ any state employee(s) or contracted state employee(s) who work at the location defined in this contract. See North Carolina General Contract Terms and Conditions - INDEPENDENT CONTRACTOR data in this contract.
4. When the contractor hires a new employee, the contractor 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 onsite 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 contract coordinator. The ID shall match the name and criminal check already submitted as further proof of identity. The onsite coordinator is to make a copy of these documents to be filed with the criminal check for that person.
5. The contracting company, the supervisor(s) and the onsite contract coordinator shall all be able to communicate with all of the contractor's employees regardless of language. The contractor and his/her employees shall be able to understand all of the requirements of this contract.
6. When an employee is the only personnel for said site, the employee can be designated as self-supervised.
7. Each employee of the contractor 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 subcontractor and their employees.
8. Employees shall not open drawers, cabinet doors or file cabinets. He/she shall not use copy machines or any other office machines without permission from an authorized representative of the state. He/she shall not use any telephones except public pay phones **or privately owned cell phone.**
9. Employees shall not disturb any papers, boxes, or other materials except those in trash receptacles or designated areas for trash or unless such material is properly identified as "trash".
10. 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. Trash and recyclable items are to be placed in dumpsters or containers designated for that purpose.

11. Contractors and their employees shall immediately report any occurrences of property loss, damage, false alarms, or visits from police or fire personnel to the contract coordinator. The contractor shall report any such incidents or damage within twenty-four (24) hours to the contract coordinator in writing, specifying the location, the extent of the damage and detailing the event.
12. The contractor shall assume liability and be financially responsible for the cost of any damages or fines which are caused by the contractor, any representative, their employees, subcontractors and/or any unauthorized person (s) the contractor, subcontractor or their cleaning personnel allow into the building.
13. The contractor or their 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 contractor's outstanding payments.
14. 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.
15. 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 contract 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/or shall lead to default of the contract.
16. 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 contractor. Breach of the security of the building shall be cause for a warning letter and/or shall lead to default of the contract.
17. Employees shall not clean, unplug or move copy machines or other office machines without the permission of the contract coordinator or the personnel occupying the space.
18. Employees shall not engage in idle or unnecessary conversation with State Government employees, other employees of the contractor/subcontractor, tenants, or visitors to the building.
19. Contractors, subcontractors 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.
20. Contractors, subcontractors 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. Contractors shall receive a warning letter for use of profanity or not behaving in a professional manner.
21. **The contractor and subcontractors shall exclusively be responsible for the following: The contractor shall train their employees and subcontractors on security procedures and on how to lock and unlock the buildings he/she works in.**
 - a) He/she shall also instruct their employees 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.
 - b) The contractor shall pay all fines and fees for any checks written directly to state employees, for reimbursements, on insufficient funds for their company.
 - c) The contractor shall perform initial and on going training, at no cost to the NC DOT, their janitorial supervisory employees, subcontractors 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.
 - d) The contractor shall train, at no cost to the NC DOT their janitorial supervisory employees, subcontractors and all personnel of their respective companies in proper handling of Asbestos Containing Materials (ACM). The materials are primarily located in flooring and ceiling materials. Employees should be trained before starting janitorial services.
 - e) The Asbestos Training shall comply with OSHA Asbestos Standards 29 CFR 1910.1001 and 1926.1101, 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 <http://www.osha.gov/>. Click on Bullet "Regulations". The contractor shall exercise caution to ensure that Asbestos materials are NOT DISTURBED.

- f) **Prior to starting services, all janitorial workers including the owners shall sign an asbestos notification form furnished by the contract coordinator, (if applicable to site).**

I. COMPLAINT PROCEDURES:

1. The contractor shall investigate all reported complaints, both major and minor, during the same working day. The contractor shall correct all complaints and supply special requests for services (such as de-icing and removal of snow and ice) within a twenty-four (24) hour period. Any complaints which cannot be corrected or supplied during the same working day or which cannot be corrected for reasons beyond the contractor's control shall be specifically reported to the contract coordinator.
2. Failure of the contractor to correct complaints written in notes, letters, checklists, inspections made by the contract coordinator, Janitorial Facilities Inspector, or warning letters in a timely manner, to the satisfaction of the contracting agency, shall be considered unsatisfactory service. Timely manner shall be defined by the contracting agency related to the scope or severity of the deficiencies.
3. Uncorrected complaints, consistent unsatisfactory performance, failure to supply requested services, supplies, equipment or other default, if not considered unreasonable by the contract administrator, shall be cause for any of the following actions by the NC DOT:
 - a) Obtain the services from within own staff or from another available source. Costs for these services shall be charged to the contractor.
 - b) Issue a warning letter to the contractor.
 - c) Declare the contractor in default of contract for unsatisfactory services.

J. DEFAULT:

1. Default includes, but is not limited to, items in this section. The contracting agency shall declare the contractor in default for failure to consistently provide acceptable services, supervision, security of the building, materials, training, approved equipment and supplies or if he/she (the contractor or the contractor's employees) disregard the policies and procedures specified herein. The contracting agency reserves the right to determine whether the contractor is meeting the terms and conditions of this contract. A high level of cleanliness is required in the performance of this contract and the contract shall be enforced accordingly.
2. The contracting agency, through the Support Services Unit, shall issue warning letters when the contractor fails to correct issues detected during random or scheduled inspections. Warning letters can also be issued based on complaints from the contract coordinators, and/or building occupants. Each time a warning letter is issued, sufficient time is allowed to correct the issues. A second or third warning letter can be issued for other problems not related to other previously issued warning letters. Any contractor who accumulates three (3) warning letters during the term of their contract shall be recommended for default. All warning letters will be sent via certified mail (return receipt requested).
3. When second or third warning letters are issued, an onsite meeting with the contractor and the contracting agencies personnel is required.
4. Failure to correct an expressed contract performance or compliance term such as but not limited to: 12 days of no service within a 12 month period, or 3 days of no service within any given month, the contract will be considered in default without the issuance of three (3) warning letters. The contract may also be considered in default under other circumstances expressly stated in the contract such as but not limited to serious security breach, health endangerment, and acts of terrorism without the issuance of three (3) warning letters. In each case, the Contract Administrator shall determine if default is recommended. Default/Cancellation notices will be expedited within the next five (5) business days and a written notice will be sent by certified mail (return receipt requested).

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

5. **Upon default and notice of cancellation, the contractor's payments due shall be held for resolution for assessment of any costs or damages due. The performance guarantee withheld from invoices shall be used to obtain replacement services. The contractor shall be liable for any damages due and for any excess costs of obtaining the services.**
6. **When a contractor is defaulted, the contract administrator will reject bids under the following conditions:**
 - a) **First Default: Contractor will not be awarded contracts for the next six (6) months**
 - b) **Second Default: Contractor will not be awarded contracts for the next twelve (12) months.**
 - c) **Third Default: Contractor may be recommended for debarment.**

7. The contracting agency may recommend a contractor for debarment whenever serious or continuous violations occur.

- K. **TERMINATION:** Should the contracting agency terminate this agreement, Contractor must perform all duties under this agreement for the thirty-day notice period (See North Carolina Terms and Conditions – Termination.)
- L. **CONTRACTORS ACCEPTING DEFAULTED CONTRACTS:** Contractors who are offered a contract due to cancellation of previous vendor, must have their signed and dated acceptance letter, Certificate of Liability Insurance, criminal check and driving record delivered to the Support Services Unit within five (5) business days from the date he/she make their verbal acceptance. Non-compliance to this requirement shall void the offer and the next lowest bidder shall be made the offer.

M. **EQUIPMENT AND SUPPLIES:**

The contractor shall furnish all materials, equipment and supplies, adequate in quantity and of a commercial quality necessary for professionally performing all work in this contract. Equipment and supplies not meeting specifications may be removed by the contract coordinator or Inspector and shall be replaced immediately by the contractor at their 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.

Any equipment (such as dispensers) requiring installation shall be installed by the contracting agency personnel.

The contractor shall reimburse any losses to the State caused by lack of supplies. When lack of supplies causes a DOT/DOH/SHP employee to purchase supplies, the contractor shall reimburse the actual cost directly to the person who made the purchase. If the contractor refuses to pay the cost, the amount shall be deducted from the contractor's next invoice. If there are 2 days without supplies in any given month then a warning letter shall be issued.

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

1. Current MSDS data sheets for all chemicals used for this contract shall be submitted before starting work in the buildings and updates shall be submitted when changes are made prior to using the products. A notebook/ring binder containing all of the MSDS sheets shall be kept in the storage area where the chemicals reside. The notebook shall be labeled MSDS on the front and side, and shall state the company's name. The MSDS sheets should match the chemicals in that location as well as those used during cleaning.
2. Only commercial quality cleaning supplies are to be used. All disinfectants shall be EPA registered (Topic D List) and approved as effective against all Bloodborne Pathogens, including Hepatitis B and HIV. The list of supplies can be found at <http://www.epa.gov/oppad001/chemregindex.htm>. **Bleach of any type, or any pine oil type products are not to be used.** Manufacturers' directions on refilling of bottles shall be followed. All containers, applicators, and bottles shall be labeled with the product contained therein. Powdered cleanser with bleach is allowed (ex: Ajax or Comet powdered cleanser).
3. Vacuum cleaners shall have a HEPA filter with minimum power of 11 amps or a commercial equivalent. The specifications shall state it will remove particles as small as .3 microns and remove 99.96% of the dust and debris that passes through the equipment. The vacuum filter shall be sealed at both ends of the filter so that no dust gets around the filter. The 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. The contractor prior to the use of such equipment shall furnish manufacturer's data on the HEPA vacuum cleaner to the contract coordinator. Vacuum cleaners shall have attachments to be used for dusting. Vacuum cleaners shall remain on site. HEPA Vacuum cleaner filters shall be replaced during the first 90 days of the first year's contract and no less than twice a year thereafter. The replacement date (month/year) shall be written on the filter. Household grade HEPA vacuums are acceptable with all requirements above; however, factory recommendations on maintenance do not apply when used in a commercial environment.
4. Hand soap foam dispensers shall be provided by the contractor and included in their cost. Hand soap must be foam antibacterial or foam antimicrobial soap. 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.
5. Deodorizer dispensers shall be provided by the contractor and included in their cost. Deodorizers shall have the ability to release their product twenty-four (24) hrs 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 contractor must purchase them and coordinate the installation. The deodorizer must be a pleasant odor. Products used in deodorizing shall be certified for commercial use, and shall be used in accordance with manufacturers' specifications. The contractor must provide batteries to all new and existing dispensers. The contractor must also 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 is to be written on every new deodorizer can. Replacement is to be done according to the manufacturer's specifications.

6. Paper products shall be made from recycled post consumer content. Paper products should be **best quality** or equivalent. Paper products should be white, and contractor shall choose those that are Process Chlorine Free (PCF) first. If PCF towels are not available, then contractor may choose a product that is Elemental Chlorine Free (ECF). Packaging should be responsible, minimal packaging and/or products sold in bulk. Choose products that are packaged in materials that are recycled and recyclable, and are free of toxic metals, fragrances, dyes and inks made from non-renewable resources.
7. Toilet seat covers and dispensers shall be provided by the contractor and included in their cost. A minimum one (1) toilet seat cover dispenser is required in all restrooms. In restrooms with multiple commodes there is to be one (1) toilet seat cover dispenser for every three (3) commodes.
8. 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.
9. Lamps (Light bulbs and/or fluorescent tubes) **shall be furnished by the DOH and installed** by the contractor (for ceiling fixtures only) in the Division of Highways buildings.
10. "Wet Floor" signs shall be furnished by the contractor and displayed visible to traffic anytime a floor is wet whether service is being provided or due to inclement weather. They shall be collected when the floor is dry and stored in the proper location.
11. Protective clothing shall be furnished by the contractor to all their employees to perform their job. Exposure Controls/Personal Protection normally identified on Material Safety Data Sheets will be followed and enforced.
12. Any hand soap, deodorizer, or toilet seat cover dispensers that are missing or broken are to be replaced at no cost to the state for the duration of this contract. They then become the property of the state.
13. All supplies and equipment are to be kept in designated storage locations as specified by the contract coordinator. The contracting agency shall provide the contractor with reasonable storage space for supplies and equipment. The contractor shall not use any other spaces to store equipment of supplies other than those assigned by the contract coordinator.
14. The contracting agency shall also provide reasonable security to protect the contractor from loss of equipment and supplies. The contracting agency is not responsible for the loss or damage to the contractor's supplies, dispensers, toilet tissue, paper towels, soap, toilet seat covers, etc., or any equipment. Storage space shall not be provided for equipment, tools, etc. used for outside services.
15. The contractor 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. Mops and mop buckets are to be left clean when not in use. Sinks used by the janitorial employee(s) for cleaning purposes are to be kept clean. The State of North Carolina shall provide the contractor with all normal utilities necessary for performing this contract (electricity, lights, water, etc.). Restroom facilities are not provided for subcontractors performing ground services on weekends or after hours when the facility is not open. Because of security issues, facilities operating twenty-four (24) hours a day, such as SHP operation centers, are not obligated to provide restroom facilities but can do so at their discretion.
16. If mandatory conservation measures are applied to State facilities, the contractor shall be expected to alter their work schedule and procedures as required for compliance.

N. HAZARDOUS SUBSTANCE AND/OR OIL SPILLS:

1. Contractors hired by the NC DOT 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 contractor or their personnel. This responsibility shall extend to freight carriers who were hired by the contractor to deliver the commodity or service to the department. While on department premises, the contractor shall comply with all Local, State, and Federal requirements for the proper handling of hazardous substances and/or oil.
2. 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.
3. In addition, the contractor 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 NCDOT resulting from such a spill.

O. **MONTHLY MEETINGS:**

- 1) Monthly work conferences between the contractor and contract coordinator are **mandatory** for the first 3 months of the start of the contract and at each annual renewal. The contractor must contact the contract coordinator at least one (1) week in advance to schedule the monthly meeting. The monthly meeting shall be held during the coordinator's normal state working hours. The contractor or an authorized representative of the company can represent the company at the meeting. Cleaning personnel cannot represent the company. The conference shall include an inspection of the building(s) and grounds, evaluation of the past month's performance, and review of the monthly invoice. Failure to attend any required or scheduled meetings may result in a warning letter.
- 2) The exception to the monthly work conference is when the contract coordinator determines that there are no problems with the services after the first three (3) months of mandatory meetings. The contract coordinator may waive a monthly meeting but that does not relieve the obligation of the contractor from scheduling the next monthly meeting.
- 3) All problems found or discussed at this conference and tour shall be corrected immediately or within five (5) working days depending on the severity of the problem. Allowances shall be made for floor services.

P. **INSPECTIONS:**

1. Unannounced random inspections shall be made at anytime, 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 contract coordinator, the Contract Administrator, and the contractor. The Contract Coordinator shall post a copy for the contractors cleaning personnel. The contractor shall be responsible to correct any noted deficiencies within the period stated in the inspection report or in any warning letters. Allowances shall be made for floor services.
2. Contract Coordinator 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 contractor to be present during a scheduled inspection.

Q. **INVOICES:**

1. **During or after the Monthly Work Conference, the contractor shall submit one original and one copy of the invoice to the contract coordinator.**
2. Invoices shall be made out to NC DOT and reflect the current purchase order and requisition numbers, service location and a unique invoice number.
3. The company name and address shall be reflected on the invoices exactly as written on the purchase order.
4. Invoices shall also reflect the Month of Service (May, June, etc.), Description of service, Unit Cost (Cost per Days/Weeks/Hrs/Sq Ft.) times the number of Days/Wks/Hrs/Sq.Ft. worked plus Major Maintenance, date each Major Maintenance item was completed, Subtotal, Performance Guarantee (if applicable) and Total Cost.

Example

22 Ea.	Labor Cost P/Day for General Cleaning	\$XXXX.XX
22 Ea.	Supply P/Day for General Cleaning	\$XXXX.XX
1Ea.	Interior Glass Service	\$XXXX.XX
1Ea.	Floor Service	\$XXXX.XX
1Ea.	Window Blinds Service	\$XXXX.XX
5Ea.	Lawn Service (XXX wks. at \$XXX.XX per wk.)	\$XXXX.XX
	Subtotal	\$XXXX.XX
	Less 7% (if applicable)	\$ XXX.XX
	TOTAL	\$XXXX.XX

5. In the event subcontractors are utilized on this contract, a HUB/MBE/WBE-IS Form must be attached to the invoice detailing the work accomplished by the subcontractor and the amount paid to the subcontractor. (See Form HUB/MBE/WBE-IS). The form must be signed by the contractor and submitted with the invoice.

In the event no subcontractors are utilized on this contract, the contractor shall write "NONE" on the HUB/MBE/WBE-IS Form, sign the form and submit with the invoice.

Invoices will not be processed without the inclusion of the HUB/MBE/WBE-IS form.

6. To insure prompt payment, any change of company name or address should be reported immediately to the contract administrator.
7. **NOTES:**
 - a) Services not required in this contract shall not be invoiced.

- b) Invoices are not to be sent via e-mail or fax.
 - c) Partial carpet and partial tile shall be invoiced only for the exact amount of square footage cleaned with the minimum being 100 SQUARE FEET.
 - d) It is not the responsibility of the contract coordinator to verify the amounts and/or type/brand of supplies delivered to their building.
8. Payment to the contractor for services rendered during the previous month shall be made within thirty (30) days after receipt of a correct invoice approved by the contract coordinator and contract administrator. The payment process starts when the NC DOT Support Services Unit receives a correct invoice. Inquiries concerning unpaid invoices will not be accepted until after the 30 day period has elapsed. The contract coordinator shall return invoices with errors for correction to the contractor. The Issuing Agency may withhold any payment due the contractor for disputed items until such time as the dispute is resolved.
9. If the contractor wants information about whether an invoice has been sent to Support Services Unit he/she is to contact the contract coordinator. If there are problems, those problems must be resolved with the contract coordinator before the invoice can be sent to Support Services Unit.

PART III - CONTRACT SERVICE SPECIFICATIONS

A. TERMS AND DEFINITIONS:

1. Safe: A condition free of hazards and not having a potential for personal injury or harm.
2. Clean: Free of impurities or foreign matter not normally a part of the original component and, if necessary, eliminating objectionable odors.
3. Sanitary: Promoting healthful conditions by the elimination of dirt, agents of disease or infection through ventilation, cleansing with disinfectants, or disposal of wastes.
4. 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.
5. Wash: To cleanse using water or other liquid, usually with soap or some type of detergent by immersing, dipping, rubbing or scrubbing.
6. Building Size: Small building = 5000 or less. Medium building = 5001 sq. ft. 50,000 sq. ft. Large Building = 50,001 +.

More information on cleaning procedures can be found on the ISSA (Institutional Sanitary Supply Association, Inc.) Web Site. www.issa.com

B. GENERAL CLEANING DAILY, WEEKLY, BI-WEEKLY, MONTHLY, AND QUARTERLY:

Employees of the contractor shall perform General Cleaning duties. **These services are not to be subcontracted.** All cleaning shall meet the approval of the contract coordinator. The contractor shall provide the following 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.

ITEMS A. THROUGH H. IN THIS SECTION SHALL BE POSTED IN A LOCATION VISIBLE TO ALL CLEANING PERSONNEL.

1. Daily Cleaning:

- a) Empty all ashtrays in designated smoking areas on the complex.
- b) Empty all interior and all exterior trashcans, including those at the entrances and gas pump areas; wipe clean all trashcans with damp cloth (wash if needed). Change liners daily on all external trashcans and as needed on interior trashcans to maintain cleanliness and eliminate odors. Any interior trashcans containing anything wet are to have the liners replaced. Trash collection barrels, bins, or lane baskets are to be emptied daily.
- c) Collect all items marked with the word "TRASH". Place recyclable items in their appropriate containers. Trash is to be placed in trash collection containers. Break down all cardboard and place it in the cardboard compactor (if available). Pick up all discarded materials lying on the ground next to the trash or recycle containers. If a box is not labeled "TRASH" and there is a question, ask the building personnel before discarding it.
- d) Clean and sanitize all water fountains. Those with drip trays are to be emptied and cleaned. Stainless steel types are to be cleaned with stainless steel cleaner/polish. Clean and sanitize all sinks, counter tops and back splashes in break rooms, lounges, and/or kitchen areas.
- e) 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. All stairwells and landings, if applicable, are to be swept or vacuumed. Entrance mats are to be swept or vacuumed daily and spots removed.
- f) 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. Exterior cleaning of glass is required only where accessible without a ladder, except during Major Maintenance.
- g) Areas that are locked at night and the contractor does not have the key shall be scheduled for cleaning with the contract coordinator.
- h) Furniture and floors in auditorium and conference rooms are to be cleaned upon request after each meeting.

2 Daily Restroom Maintenance:

- a) Personnel shall wear disposable rubber gloves when cleaning the restrooms.
- b) Replenish all restroom supplies including toilet paper, toilet seat covers, hand soap, paper towels, deodorizers and any other required supplies. The contractor 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, 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. Trashcans are to be cleaned. Plastic liners shall be changed daily.
- 3 Services to be done twice a week:**
- a) Vacuum all other cleared carpeted areas and all mats that are not vacuumed daily, removing and cleaning all mats before vacuuming the carpet.
 - b) Remove all spots, stains, embedded debris, loose paper, pins, clips and other trash from all carpet and any other types of flooring.
 - c) Non carpeted entrance mats are to be taken outside, beaten to remove dirt and then brought inside and damp mopped.
 - d) Vacuum all carpeted pickup mats.
 - e) Dust mop all raised floors if applicable. A cleaning solution with anti-static properties can be sprayed on the dust mop to collect dust and debris.
- 4 Weekly Services:**
- a) Wash all walls, ledges, grills and partitions in restrooms; use disinfectants, as noted in item 3 above.
 - 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) Sweep and damp mop all uncarpeted floors, vinyl mats, stairs and landings, if applicable. Place appropriate warning signs such as "Wet Floor" signs. Janitorial closets are to be cleaned, swept and mopped at this time.
 - f) 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.
 - g) Dust mop all raised floors in computer rooms, if applicable.
- 5 Bi-Weekly Services (every other week):**
- a) All stairs and landings (except Terrazzo Surfaces) shall be scrubbed with soap and water and appropriate warning signs such as "Wet Floors" displayed. All handrails, stringers, risers, and balusters shall be wiped clean with a damp cloth. Concrete stairs and landings shall be scrubbed with cleaning compound and rinsed.
 - 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)
- 6 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 5:00 PM unless otherwise directed). Floors should maintain a glossy appearance. Sweep and remove dust on all visible horizontal surfaces specified in Section E.
 - c) Dust mop all raised floors in computer rooms, if applicable.

- d) Clean tar and soil off the base or rungs of chairs if needed.
- e) Vacuum dust out of the chair seats, arms, and back.
- f) Clean all air grills and returns. This is to include all fixed or moveable louvers and vents on or in doors and headers.

7 Quarterly Services:

- a) Spot clean all walls and doors (interior and exterior) including, but not limited to, kick plates, thresholds, doorjamb, baseboards and moldings.
- b) Remove dust and wash all light switches, fire extinguishers and all cleared horizontal surfaces below seven (7) feet in height.
- c) **Remove dust and wash all Illuminated Emergency Exit signs and lights service.**
- d) Remove dust, trash, and dead insects from all window blinds and windowsills.

C. MAJOR MAINTENANCE SERVICES:

1. All Major Maintenance Services shall be performed within the first ninety (90) days of the contracted period. All Major Maintenance is to be scheduled and submitted in writing to the contract coordinator, one (1) week prior to the start of the work.
2. All Major Maintenance shall be completed within three (3) weeks from the time the Major Maintenance begins in the buildings 20,000 square feet and less unless otherwise agreed to by the contract coordinator and the contractor.
3. Major Maintenance Services shall be completed one (1) time per year; however, the contracting agency does not guarantee this quantity. Additional floor/carpet services may be required based on the building size, amount of occupants, number of visitors, and environmental conditions. The Major Maintenance prices shall be used to determine the cost of these services unless it is a partial floor/carpet service.
4. On weekdays, Major Maintenance 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. Any exceptions to Major Maintenance working hours must be requested in writing and approved by the contract coordinator. A supervisor is required to be onsite when the Major Maintenance Floor Services and Carpet Services are performed.
5. All Major Maintenance items completed are to be submitted in writing as soon as completed for the inspection and approval of the contract coordinator. Any major maintenance services not completed to the satisfaction of the contract coordinator shall be re-done at no cost to the contracting agency until the contract coordinator is satisfied. Invoices for Major Maintenance can be submitted as soon as services are completed and approved by the contract coordinator. They do not have to be invoiced with general cleaning.
6. The contractor shall be held financially responsible for all damage to equipment, cabling, and equipment operations, including the telephones while performing these Major Maintenance Services.
7. Major Maintenance Services in the following:
 - a) **Interior Windows Service:**
 - 1) Completely wash, using a brush, cloth or squeegee, and dry all interior glass including partitions, shafts, clear stories and skylights.
 - 2) Clean window frames, doorframes and sills.
 - 3) All glass is to be clean and smudge free after cleaning.
 - 4) 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
 - b) **Exterior Windows Service including storefront entrances:**
 - 1) Completely wash, using a brush, cloth or squeegee, and dry all exterior glass including partitions, shafts, clear stories and skylights.
 - 2) Clean window frames, doorframes and sills.
 - 3) All glass is to be clean and smudge free after cleaning.
 - 4) Cleaning is to be done to all windows on all floors if more than a single story building. Any additional equipment such as ladders and safety equipment are to be supplied by the contractor.
 - 5) 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.
 - 6) Contractors are not responsible for leaning between the interior windows and the storm windows, only the outside of the storm windows. 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.

c) **Floor Service – General Information**

- The contractor 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.
- The contractor is responsible for scheduling the floor service with the contract coordinator, moving the furniture to do the service, and moving the furniture back to the original location after the service. File cabinets are not to be moved. Only the furniture that has floor space showing under it shall be moved. All furniture shall remain inside the building at all times.
- PRIOR written permission by the contract coordinator is required before moving furniture with computer equipment or disconnecting cabling.
- When working on any floors, warning signs shall be placed in locations visible to all personnel.
- Acid or bleach is not to be used on any floors except when cleaning grouted ceramic tile.
- All floor finishes are to be guaranteed for 6 months. The luster is to be restored at proper intervals.
- Before attempting any restoration processes on extremely soiled floors consult with Support Services or your coordinator.

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 scrappers 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.
- (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 are to be no swirls in the floor finish. All surfaces are to 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 a 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) Concrete block floors with grout are to be cleaned 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) All tile is to be cleaned using a commercial product that will not harm the tile or the grout.
 - (b) Do not put floor finish or sealer on any tile that has a factory baked-on ceramic or glazed finish.
 - (c) No acid, bleach, vinegar, or ammonia cleaning solutions are to be used on glazed tile or grout.
 - (d) All glazed tile is to be swept, debris stuck to floor removed, then scrub cleaned only, no sealer or floor finish is to be applied. In some cases a sealer may be needed on the grout only.
 - (e) The contractor is to determine the particular care and treatment of the tile installed at this site. Consult with Support Services or 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.

5) **Terrazzo Floors**

- (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) Terrazzo floors are to be stripped 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)*

NOTE: Harsh cleaners and sealers may damage Terrazzo Surfaces—Avoid all-purpose cleaners or soaps containing water soluble, inorganic or crystallizing salts, harmful alkalis or acids.

d) **Grout Cleaning Service:**

- 1) Grout cleaning is to be performed on all ceramic tile walls, floors and baseboards that are soiled using an appropriate grout cleaner.
- 2) Grout cleaner products may contain acid or bleach. Do not use any raw acid, vinegar, or bleach.
- 3) All grout cleaner residues are to be thoroughly removed.
- 4) Remove any debris stuck to the floor before applying any grout cleaner.
- 5) Apply a grout cleaner according to the manufacturers recommendations
- 6) 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.
- 7) Remove all grout cleaner residues using ample amounts of fresh water.
- 8) A second cleaning is to be done if dirt remains in the grout.

e) **Carpet Service:**

- 1) **Steam clean, hot water extraction (200° F minimum) all carpets including carpeted elevators and all State provided mats.**
- 2) **All mats on carpets shall be removed and cleaned before any cleaning of carpets.**
- 3) Carpet Extractors must have a smart circuit locator that automatically locates separate lines to eliminate blown circuits.
- 4) **Cleaning of personal carpets shall be the responsibility of the owner.**
- 5) **The bonnet method of carpet cleaning shall not be used for Major Maintenance.**
- 6) If carpets have spots, the contractor 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. All solutions are to be tested in inconspicuous areas before use on rest of carpet. It is recommended that the contractor list all unrepairable damaged areas of carpet by room number or name and provide this to the contract coordinator during the first week of the contract.
- 7) Contractors are liable for all damage done to carpets under this contract, regardless of age.
- 8) Unless otherwise noted in the Contract, the contractor 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.
- 9) All carpet cleaning supplies shall be from the pre-approved list of the carpet manufacturer (these can be obtained from the contract coordinator).

f) **Window Blinds Service:**

- 1) Clean all window blinds thoroughly, by physically removing all dirt and marks.
- 2) The contractor shall be responsible for damage to blinds and state owned property during cleaning and re-hanging.

- 3) Clean the windows, windowsill and interior window frame components.

D. **LAWN AND GROUNDS SERVICES:** SEE ATTACHEMENT B FOR LOCATION SPECIFICS

- Lawn and Grounds Services shall be performed weekly during mowing season (April – September) and bi-weekly during non-mowing season (October – March).
- NCDOT reserves the right to alter the Lawn and Grounds schedule of services upon 30 days prior written notice from the agency to the contractor.
- **Lawn and Grounds Services shall be performed when state offices are closed.** Any grounds services done while offices are open shall be approved beforehand in writing and be signed and dated by the contract coordinator. Lawn and grounds shall be kept clean and free of debris at all times. There shall be no obscuring debris, including dirt or sand, on the surface areas of entrances, sidewalks, porches, alleys, driveways, and parking lots.
- Contractors shall be responsible for having the ground services form filled out each time the service is done. The person or subcontractor performing the work is to fill out, date, and sign the grounds service log provided by the coordinator. The log forms will be placed in a location outside the building and collected on the first business day after the service is performed. Each item noted on the form will be checked at that time. Failure to submit documentation of Lawn and Grounds Services may result in no payment for the service.
- Lawn and Grounds Services shall be provided on the day specified, by the contractor, in this contract, weather permitting or the next weather permitting day. If unable to perform services on this day, the contract coordinator is to be notified. If the day of service is changed; the contract coordinator shall be notified in writing and approve the change. **Dependent upon the weather, adverse condition (as declared by the State) or other emergency conditions (as declared by the State) failure to provide the appropriate grounds service, for two consecutive weeks may result in a warning letter.**
- All clippings, limbs, leaves, pine straw and any other debris shall be removed from the property after each service is performed.
- Motorized equipment used for ground services will be gasoline powered.
- Lawn and grounds services shall include, but not be limited to, the following:
 1. **Mowing:**
All lawns shall be mowed using a grass catcher weekly during the growing seasons and as needed throughout the remainder of the year in order to provide a clean neat appearance. Typically, all lawns shall be mowed at approximate heights of three (3) inches during the cooler months and four (4) inches during the hottest months to reduce the total stress on rye, wheat, or fescue type grasses. Other hybrid grasses such as Bermuda or centipede are to be maintained without incurring damage. The contractor shall be held responsible for scalping or lawn damage due to malfunctioning or reckless use of their equipment.
 2. **Trimming and edging:**
All curbs and walkways shall be edged twice per month during the growing seasons and as needed during the remainder of the year in order to maintain a clean neat appearance. There is to be a distinct separation between the grass area and its adjoining structure (i.e.: building, pavement, asphalt, fences, etc.) Grass and weeds are to be removed from cracks in pavement, concrete, and around parking lot bumper blocks. All existing and any new growth on fences is to be removed. All debris on fences is to be removed. Areas around, including but not limited to, buildings, trees, shrubs, signs, utility poles, HVAC units and selected non-mowing areas shall be trimmed. After performing edging, all debris created from the edging is to be cleaned up in order to keep a clean sidewalk, driveway, etc.
 3. **Foliage Removal:**
All leaves, pine straw, Sweetgum balls, pinecones, nuts and seedlings shall be gathered weekly. Remove all leaves trapped at base of bushes around the building. Pine straw can be placed in rough areas that are already covered with pine straw. Thickness of pine straw shall not exceed 3 inches in depth and shall be kept pulled back away from the trunk of the tree at least an inch. Sticks, pinecones, or any other similar types of foliage are to be removed from the pine straw before placing pine straw on the rough area. Mulched areas are to be free of leaves, pinecones, Sweetgum balls, or any other types of foliage. After cleaning, mulched areas are to be graded to uniform and level surface
 4. **Landscape Items:**
Shrubbery shall be kept neatly trimmed, balanced and not to exceed six inches in new growth. Shrubbery next to a building is not to grow above the windowsills (normally three (3) to four (4) feet above the ground). Windowsills above or below this level are not to be used as gauges. Trim all other shrubs and do not allow them to grow any higher than six (6) feet. Clear-cut an area 12-16" between bushes or around trees that are next to a building. Landscaped areas are to be free of weeds and items noted in #3 above.

5. **Grounds, parking areas and access roads:**

All grounds, parking areas and access roads shall be cleaned weekly during mowing season (April – September) and bi-weekly during non-mowing season (October – March). This includes trash, cigarette butts, fowl droppings, dead animals, limbs and other debris from all areas within the property boundaries including from the curb to the buildings.

E. **ADDITIONAL REQUIREMENTS:**

1. When special or unusual conditions not covered by the contract requirements warrant such action, the contractor may be called upon during normal State business hours for additional or supplemental services. **The contract administrator must approve these services.**
2. These services shall include removal of excessive debris from the property because of high winds during storms. If the debris is small enough **not** to require a chain saw, then the removal of the debris is the responsibility of the janitorial contractor. All debris picked up shall be removed from the property immediately.
3. These services shall also include removal of snow/ice from exterior landings, steps, walkways and sidewalks, driveway entrances, services areas and ramps. **The contract coordinator can approve snow and ice removal. The contractor shall be responsible for supplying the sand, de-icer and warning signs for each incident and shall maintain one hundred (100) pounds of each for large buildings and fifty (50) 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-icer shall be kept in sealed containers (bag or bucket). Additional amounts are to be determined by the local contract coordinator based on the size of the location. Materials stored onsite shall be removed from the premises at the end of the contract by the contractor.
4. Areas, which have had furniture, equipment, cartons or carpet removed shall be cleaned under separate agreement at the same additional service rate. These areas are to be brought up to the same level of cleanliness and appearance as the surrounding or adjacent areas.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

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.

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.

ORAL EXPLANATIONS: The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

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.

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 that allows for **easy removal and recycling** of paper materials.

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.

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.

TITLES: Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

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. 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.

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.

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.

SUBCONTRACTING: Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work he/she plans to subcontract and to whom. **This information shall be entered on the Listing Form of HUB/MBE/WBE subcontractors included in the RFQ. All information required about the prime contractor is also to be included for each proposed subcontractor. (See Contractor and Subcontractor Data Forms included in the RFQ).** Any approved subcontractor shall comply with all terms and conditions of the proposal as well as the contractor, if accepted.

REPORTING SUBCONTRACTING PARTICIPATION: All subcontracting participation must be reported to the North Carolina Department of Transportation (NCDOT) on the required HUB/MBE/WBE-IS form that is included in the RFQ. **As a requirement for payment of invoices on contracts with subcontractor participation the HUB/MBE/WBE-IS Form must be completed, signed and attached to all invoices submitted to NCDOT for the purpose of capturing all subcontractor payments. In the event no subcontractors are listed to work on the contract, the HUB/MBE/WBE-IS form must be attached to the invoice with the word "NONE" entered and the form signed.**

NO INVOICE WILL BE PROCESSED FOR PAYMENT BY NCDOT WITHOUT THE INCLUSION OF THE HUB/MBE/WBE-IS FORM ATTACHED TO THE INVOICE.

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, North Carolina law shall determine the determination as to whether or not it is to be treated as confidential.

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.

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, he/she 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, he/she 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.doa.state.nc.us/pandc/>. 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.doa.state.nc.us/PandC/protests.pdf> for more information.)

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.doa.state.nc.us/pandc/>. 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.

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.doa.state.nc.us/pandc/>.

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)

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 *30 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. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
26. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees he/she paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and

completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, proposals received, evaluation of proposals received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

27. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

8/01/2008

BUILDING DATA

Location:	Division of Motor Vehicles 26 Three Bridges Road Roanoke Rapids NC 27870
Number of Stories:	1
Building Completed:	01/01/69
Population: (Regular Year Round Employees – Approximate)	23
Daily Visitors:	200
Working Hours:	8:00 AM – 5:00 PM

Building Statistics:

Gross Area:	3,268 square feet
Net Occupiable Area: (Including corridors, lobbies and entrances)	3,268 square feet
Secured Area:	0 square feet
Restrooms:	2 Male 1 Female 1 Unisex
Carpet:	0 square feet
Stairways:	0
Elevators:	0
Total Number of Windows: (This does not include entrance ways and lobbies)	27

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

FULL SERVICE

Roanoke Rapids DMV - Updated 10-9-08 for the 1-1-09 Contract

DMV Building

26 Three Bridge Rd
Roanoke Rapids, NC 27870

Front: Side of bldg. to Hwy 125

Right: Side of building to Three Bridge Rd.

Back: Side of building to Garner field

Left: Side of building to Rural Health Group of Roanoke Rapids.

Property includes driveways.

All grassy areas are to be mowed.

All bushes and trees are to be trimmed according to contract requirements.

Approximate Property Size: 4 Acres

Approximate Mowing area: 3 Acres

All specifications are estimates; it is the contractor's responsibility to verify the information.

INITIAL CONTACT WITH THE COORDINATOR IS REQUIRED BEFORE GROUNDS WORK BEGINS.

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

TITLE: JANITORIAL and GROUNDS SERVICES-
ROANOKE RAPIDS DMV BUILDING,
HALIFAX COUNTY

COMPANY NAME_____

ADDRESS_____

CITY, STATE, ZIP_____

ALL OF THE FOLLOWING PAGES MUST BE COMPLETED AND RETURNED AS YOUR BID PROPOSAL. ATTACH
ADDENDA AS THE LAST PAGES OF YOUR BID PROPOSAL.

WAGE AUDIT: The Department reserves the right to audit the Contractor's payroll records, checking account and tax filings,
during the period of the contract and for ninety (90) day following contract expiration. Such audit shall be conducted during normal
business hours. By signature below the Contractor agrees to release those records for review upon request.

Contractor's Signature

Date

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

CONTRACTOR DATA: Please complete all applicable data.

Business Name: _____
Corporate Status (Check only one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ LLC

Indicate if other than Large Business: (As defined under Group Definitions below)
☐ Minority Owned ☐ Woman Owned ☐ Handicapped Owned ☐ Disabled ☐ Small

Street Address: _____

City, State, Zip: _____

Business Phone Number: (_____) _____ 24 Hr. /Pager #: _____

Emergency Contact Number: _____ **Cell Phone Number:** _____

Facsimile (Fax) Number: _____ E-mail Address: _____

N. C. Corporate ID No.: _____

Date Firm Established: _____ Service Experience (years): _____

Name and title of person authorized to execute this agreement: _____

Does your company have the financial stability to fully implement, execute, and maintain financial responsibilities to meet the requirements of this contract for the duration of this contract? **YES** ☐ **NO** ☐

Name of individual authorized to answer questions concerning the information contained herein:
Name: _____ Telephone No.: (_____) _____

Name, address, and telephone number of first designated management person to contact after award of contract:
Name _____ Address _____

Telephone Numbers: Office: _____
 Cell: _____
 Pager: _____

(Please put all numbers that are available to you.)

GROUP DEFINITIONS:

Minority Owned (51% owned and controlled by minority group member (Black, Asian, Hispanic, American Indian))

Woman Owned (51% owned and controlled by Women)

Handicapped Owned (51% owned and controlled by a Physically Handicapped Person)

Disabled Owned (51% owned & controlled by a disabled person)

Small Business (Less than 100 Employees and yearly sales less than \$500,000.00)

PERFORMANCE GUARANTEE - A performance guarantee shall be required from the successful offeror as provided by law and without expense to the contracting agency. Offeror must check one of the following:

☐ As a Performance Guarantee the contractor 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 contractor'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 award. Failure to deliver a bona fide bond within the above-specified time will be cause for immediate cancellation of contract award.

Report any changes in this data immediately to the contract administrator.

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

SUBCONTRACTOR DATA: Please complete all applicable data.

Business Name: _____
Corporate Status (Check only one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ LLC

Indicate if other than Large Business: (As defined under Group Definitions below)
☐ Minority Owned ☐ Woman Owned ☐ Handicapped Owned ☐ Disabled ☐ Small

Street Address: _____

City, State, Zip: _____

Business Phone Number: (____) _____ 24 Hr. /Pager #: _____

Emergency Contact Number: _____ **Cell Phone Number:** _____

Facsimile (Fax) Number: _____ E-mail Address: _____

N. C. Corporate ID No.: _____

Date Firm Established: _____ Service Experience (years): _____

Name and title of person authorized to execute this agreement: _____

Does your company have the financial stability to fully implement, execute, and maintain financial responsibilities to meet the requirements of this contract for the duration of this contract? **YES**____ **NO**____

Name of individual authorized to answer questions concerning the information contained herein:
Name: _____ Telephone No.: (____) _____

Name, address, and telephone number of first designated management person to contact after award of contract:
Name _____ Address _____

Telephone Numbers: Office: _____
 Cell: _____
 Pager: _____

(Please put all numbers that are available to you.)

GROUP DEFINITIONS:

Minority Owned (51% owned and controlled by minority group member (Black, Asian, Hispanic, American Indian))

Woman Owned (51% owned and controlled by Women)

Handicapped Owned (51% owned and controlled by a Physically Handicapped Person)

Disabled Owned (51% owned & controlled by a disabled person)

Small Business (Less than 100 Employees and yearly sales less than \$500,000.00)

Report any changes in this data immediately to the contract administrator.

Equipment and Supplies Information

(ALL THE FOLLOWING ITEMS ARE REQUIRED)

Chemicals:

- | | |
|--|--|
| ☐ Antibacterial or antimicrobial foam hand soap | ☐ Carpet spot remover |
| ☐ Disinfectant (Must be listed on the EPA Topic List D) | ☐ Gum Remover |
| ☐ Neutral floor cleaner | ☐ Glass cleaner |
| ☐ Premium furniture polish | ☐ Stainless Steel Cleaner/Polish |
| ☐ Non-acid bathroom cleaner | ☐ Raised Floor Cleaner (Anti-Static Type - As needed) |
| ☐ Cleaner/Degreaser for all surface types | |

Disposable Products:

- ☐ Toilet seat covers
- ☐ Paper Towels (**Best quality-white**)
- ☐ Tissue paper (**Best quality-white**)
- ☐ Trash Can liners (As needed)
- ☐ 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)

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) (Min 11 Amps) 10 Minimum | ☐ Foam Hand Soap Dispensers (As needed) |
| ☐ HEPA Back Pack Vacuum (As Needed) | ☐ Toilet Seat Cover Dispensers (As needed) |
| ☐ HEPA Hand Vacuum (As Needed) | ☐ Air Deodorizer Dispensers (As needed) |
| ☐ Scrubbing Brushes | |

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 RFP:

BUSINESS NAME _____

OWNERS NAME _____

DATE _____

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

The successful bidder shall report any changes in this data immediately to the contract administrator.

EQUIPMENT AND SUPPLIES:

NOTE: All Equipment and Supplies shall meet minimum requirements outlined in contract. Complete all entries, information shall be verified during Bid Evaluation Process.

A. Blower/ Gasoline Powered

NOTE: This contract requires the use of a **Gasoline Operated Blower**, Contractor will make arrangements to store Blower and Fuel off site when not in use.

Brand Name: _____ Manufacture: _____ Model # _____

B. Carpet Extractor/ Steam Cleaner:

NOTE: The Model No. listed must have an internal heater that is capable of heating to 200 F and it must be equipped with a Smart Circuit to eliminate blown circuits, (power source of 110/120 VAC)

Brand Name: _____ Manufacture: _____ Model #: _____

C. HEPA Certified Vacuum Cleaners

Upright Type-Quantity: _____ Amp. Rating: _____ Brand Name(s): _____

Manufacture(s): _____ Model Number(s): _____

Back-Pack Type (If Applicable) -Quantity: _____ Amperage Rating: _____

Brand Name(s): _____ Manufacture(s): _____

Model Number(s): _____

D. Disinfectant

NOTE: The Disinfectant listed must be from the EPA (Topic D List) <http://epa.gov/oppad001/chemregindex.htm>

Product Name: _____ EPA Reg. # _____

IMPORTANT NOTES:

1) Bleach of any type, or any pine oil products are not to be used. (*Reference Item: M Equipment and Supplies, Number 2.*)

2) The use of propane and or gas operated equipment is prohibited in facilities.

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

References: Offeror must supply three (3) commercial references for which the offeror has performed the same or similar work, as required by this RFP. The Offeror shall provide a detailed written description with the proposal, defining the similar work, if the services provided in any of the references are different from the basic requirements in this RFP. Proposals shall be rejected where 1) offeror does not submit the three (3) references that are reasonably accurate and detailed or 2) where any of the required references are not verifiable or 3) any of the reference information provided by the reference contacts during bid evaluation indicates unsatisfactory service. References should reflect performance during the past three (3) years and must have been in force for at least three (3) months at the time of bid submission. Each contract used, as a reference must have a minimum of at least **2,400** square feet- cleaned daily by offeror's company. This required square footage is approximately seventy-five (75%) percent of the total net square footage on the proposal site. Contractors, Subcontractors or employees using another firm's references or a former company's references will not qualify.

Individual references can include multiple buildings/locations under a single contract. If a referenced contract has multiple buildings and/or locations, a page for multiple buildings/locations shall be completed by the Offeror for each reference and submitted with the proposal. Failure to provide references with accurate and detailed information clearly defining scope of work performed with multiple building under one contract shall be reason for the bid to be set aside. The sum aggregate square footage for multiple buildings/locations for each reference shall be included on the multiple buildings/locations reference sheet. References with multiple buildings/locations shall meet a minimum of square footage required for the proposed site.

Offerors are cautioned to provide accurate information and references that truly represent the experience of the proposing company and not a partnering company or a former company. Misleading information presented in the references and/or the inability of the contracting agency to verify any of the references shall result in the rejection of the proposal. References shall be checked during the evaluation period.

Reference Number 1:

Agency or Firm Name: _____

Business (address, city, state and zip) _____

Agency/Firm contact person that verify reference information and quality of service

Primary Contact: _____ Telephone: _____

Alternate Contact: _____ Alternate Tele: _____

Total Contracted Square Footage: _____ Date Contracted: From: _____ To: _____

(Complete separate form(s) for multiple buildings. Include total CSF above. (dates shall be minimum of month and year)

Services Frequencies: Check one or more and provide explanation on separate sheet to attach to proposal.

☐ Cleaned ALL Contracted Square Footage Daily,

☐ Cleaned PARTIAL square footage Daily – (Provide partial SF cleaned daily) _____ CSF

☐ Other (provide written explanation on separate sheet and attach to proposal)

Services Provided: Check all that apply

☐ Trash Service ☐ Carpet Service ☐ Hard Floor Service ☐ Restrooms Service Daily ☐ Lawn and Grounds Service

Contracted Building Physical Address: _____

NOTE: Complete separate form(s) in addition to this form for each reference where reference has multiple buildings with individual addresses and/or recognized building names.

Attach graphic representation of building (building data sheets, campus map, etc.) with buildings identified, if available.

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

Reference Number 2:

Agency or Firm Name: _____

Business (address, city, state and zip) _____

Agency/Firm contact person that verify reference information and quality of service

Primary Contact: _____ Telephone: _____

Alternate Contact: _____ Alternate Tele: _____

Total Contracted Square Footage: _____ Date Contracted: From: _____ To: _____

(Complete separate form(s) for multiple buildings. Include total CSF above. (dates shall be minimum of month and year)

Services Frequencies: Check one or more and provide explanation on separate sheet to attach to proposal.

☐ Cleaned ALL Contracted Square Footage Daily,

☐ Cleaned PARTIAL square footage Daily – (Provide partial SF cleaned daily) _____ CSF

☐ Other (provide written explanation on separate sheet and attach to proposal)

Services Provided: Check all that apply

☐ Trash Service ☐ Carpet Service ☐ Hard Floor Service ☐ Restrooms Service Daily ☐ Lawn and Grounds Service

Contracted Building Physical Address: _____

NOTE: Complete separate form(s) in addition to this form for each reference where reference has multiple buildings with individual addresses and/or recognized building names.

Attach graphic representation of building (building data sheets, campus map, etc.) with buildings identified, if available.

Reference Number 3:

Agency or Firm Name: _____

Business (address, city, state and zip) _____

Agency/Firm contact person that verify reference information and quality of service

Primary Contact: _____ Telephone: _____

Alternate Contact: _____ Alternate Tele: _____

Total Contracted Square Footage: _____ Date Contracted: From: _____ To: _____

(Complete separate form(s) for multiple buildings. Include total CSF above. (dates shall be minimum of month and year)

Services Frequencies: (Check one or more and provide explanation on separate sheet to attach to proposal).

☐ Cleaned ALL Contracted Square Footage Daily,

☐ Cleaned PARTIAL square footage Daily – (Provide partial SF cleaned daily) _____ CSF

☐ Other (provide written explanation on separate sheet and attach to proposal)

Services Provided: Check all that apply

☐ Trash Service ☐ Carpet Service ☐ Hard Floor Service ☐ Restrooms Service Daily ☐ Lawn and Grounds Service

Contracted Building Physical Address: _____

NOTE: Complete separate form(s) in addition to this form for each reference where reference has multiple buildings with individual addresses and/or recognized building names.

Attach graphic representation of building (building data sheets, campus map, etc.) with buildings identified, if available.

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

THIS PAGE IS FOR MULTIPLE BUILDINGS ON ONE CONTRACT
IF MORE COPIES ARE NEEDED MAKE THEM AND INSERT THEM AFTER THIS PAGE

Multiple Building Reference (Page 1 of _____ fill in number of building, if more than 5 buildings)

Agency or Firm Name: (Indicate reference number here if not completing generals information from reference form)

Circle Reference Number specific to this reference 1 2 3

Total net area cleaned for multiple buildings _____ (Include this number on the main reference sheet)

Total Number of Buildings _____

Agency/Firm contact person that verify reference information and quality of service

Main Primary Contact: _____ Telephone: _____

Main Alternate Contact: _____ Alternate Tele: _____

Total Contracted Square Footage: _____ Date Contracted: From: _____ To: _____

(Complete separate form(s) for multiple buildings. Include total CSF above. (dates shall be minimum of month and year)

Services Frequencies: (Check one or more and provide explanation on separate sheet to attach to proposal).

☐ Cleaned ALL Contracted Square Footage Daily,

☐ Cleaned PARTIAL square footage Daily – (Provide partial SF cleaned daily) _____ CSF

☐ Other (provide written explanation on separate sheet and attach to proposal)

Services Provided: Check all that apply

☐ Trash Service ☐ Carpet Service ☐ Hard Floor Service ☐ Restrooms Service Daily ☐ Lawn and Grounds Service

Contracted Building Physical **Address 1** or # _____:

Building Name or Identification Number _____

Contract Person if the main contact above cannot answer specific questions about the Individual building / Telephone Number:
Contact _____ Tele: _____

Contracted Building Physical **Address 2** or # _____:

Building Name or Identification Number _____

Contract Person if the main contact above cannot answer specific questions about the Individual building / Telephone Number:
Contact _____ Tele: _____

Contracted Building Physical **Address 3** or # _____:

Building Name or Identification Number _____

Contract Person if the main contact above cannot answer specific questions about the Individual building / Telephone Number:
Contact _____ Tele: _____

Contracted Building Physical **Address 4** or # _____:

Building Name or Identification Number _____

Contract Person if the main contact above cannot answer specific questions about the Individual building / Telephone Number:
Contact _____ Tele: _____

Contracted Building Physical **Address 5** or # _____:

Building Name or Identification Number _____

Contract Person if the main contact above cannot answer specific questions about the Individual building / Telephone Number:
Contact _____ Tele: _____

NOTE to Offeror: If the multiple buildings page has more than 5 buildings, copy this sheet, complete info for additional buildings and attached to proposal.

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

EXECUTION OF PROPOSAL

The potential contractor certifies the following by placing the offeror's initials in each of the applicable blanks:

_____ That this proposal was signed by an authorized representative of the firm.

_____ Contractor agrees to provide a minimum of one (1) man-hour per day:

_____ That the offeror has provided insurance certificates as required with this RFP submission. Failure to maintain continuous coverage shall be considered default.

_____ That the cost and availability of all labor, direct and indirect, equipment, materials, supplies and training associated with performing the services described herein have been determined and included in the proposed cost.

_____ That the offeror has attended the mandatory pre-proposal conference and is aware of the present conditions associated with performing these services. In addition, the offeror understands he/she is responsible for cleaning the building to the standards set by the Contracting Agency. The building will be turned over to the potential contractor "as is" on the contract effective date, and the condition of the building on that date is not the benchmark for quality of work.

_____ That the burden of proof of the performance of all the services required in this contract and any other issues stated herein shall be the responsibility of the contractor.

_____ That the offeror has read and agrees, with no exceptions, to the terms and conditions set forth in this Request for Proposal.

_____ That the offeror understands the proper procedures for handling Bloodborne Pathogens and agrees to comply with requirements stated in the Equipment and Supplies section.

_____ That the offeror understands asbestos materials are contained within our facilities and agrees to comply with item the rules established by the contracting agency of the Request for Proposal and knows how to clean tile and any other building materials containing asbestos.

_____ That the offeror fully understands the requirement to submit the LISTING OF HUB/MBE/WBE form to report any sub-contractors that will participate on this contract; the requirement to submit the HUB/MBE/WBE-IS form to capture all subcontractor payments made under this contract, and the requirement to submit the HUB/MBE/WBE-IS form with the word "NONE", if no sub-contractors are utilized. The offeror also fully understands that the HUB/MBE/WBE-IS form must be signed, with subcontractor information or the word "NONE", and attached to each invoice submitted to NCDOT for payment for services performed under this contract.

_____ The offeror certifies, to the best of their knowledge and belief, that he/she and their principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any Federal or State department or agency.

Therefore, in compliance with this Request for Proposal and subject to all terms and conditions herein, the undersigned, offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to begin furnishing the services, supplies and equipment for the prices quoted on the first day of the contract.

BUSINESS NAME: _____ PHONE NO: _____

BUS. ADDRESS: _____ CITY, STATE and ZIP: _____

PRINCIPAL PLACE OF BUSINESS, if different from above. (See General Information on Submitting Proposals.)

BY: _____ TITLE: _____

(Signature)

DATE: _____

(Typed or Print Name)

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE PROPOSAL – UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.

ACCEPTANCE OF PROPOSAL

DATE: _____

ISSUING AGENCY: NC DEPT. OF TRANSPORTATION, RALEIGH, NORTH CAROLINA

BY: _____

TITLE: _____

(Signature) To be signed by NC DOT

PART IV-TO BE SUBMITTED AS THE BID 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: North Carolina Department of Transportation
Solicitation # 54 JM 10683177
Agency Contact Person & phone #: James McCormick 919-807-0626

Solicitation Title / Type of Services: Janitorial Services

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.)

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

COSTS:

An amount must be entered for every line calling for a price or the proposal shall be considered incomplete and shall be rejected.

This contract shall be governed by the costs per day specified. The contractor shall be paid for actual services provided at the unit prices specified. No payment shall be made for holidays or weekends. Unit costs are to include all prices for labor, equipment, materials, supplies, training, insurance, overhead and profit.

Name of supervisor(s) who will direct the general cleaning staff (if known): _____

I. General Cleaning (includes Daily, Weekly, Bi-Weekly, Monthly and Quarterly Services):

The General Cleaning costs **are not** to include costs for Major Maintenance Services or Lawn and Grounds Services.

	Calculated Annual Cost
Labor Costs	\$_____ Per day x 250 days = \$_____

	Calculated Annual Cost
Equipment, Supplies, Materials, etc., Costs	\$_____ Per day x 250 days = \$_____

TOTAL CALCULATED ANNUAL COST FOR GENERAL CLEANING \$_____

- II. **Major Maintenance Services:** For the purpose of evaluating the proposals, it is anticipated that these Major Maintenance Services shall be performed a minimum of once a year unless otherwise directed by the contract coordinator; however, the contracting agency does not guarantee this quantity. The costs below shall be used in calculating the proposal price and shall be used for any additional requests for Major Maintenance Services. If item is non-applicable put N/A in annual cost.

	Calculated Annual Costs
Interior Glass Service	\$_____ x 1 = \$_____
Exterior Glass Service	\$_____ x 1 = \$_____
Floor Service	\$_____ x 1 = \$_____
Grout Cleaning Service (IF APPLICABLE)	\$_____ x 1 = \$_____
Carpet Service	\$_____ x 1 = \$_____
Window Blinds Service	\$_____ x 1 = \$_____

Will the any part of the Major Maintenance be performed by a subcontractor _____ (YES/NO)?

If yes, you must specify the service and the name, address and telephone number of subcontractor:

Service_____	Service_____
_____	_____
_____	_____

TOTAL CALCULATED ANNUAL COST FOR MAJOR MAINTENANCE \$_____

PART IV-TO BE SUBMITTED AS THE BID PROPOSAL

III. Lawn and Grounds Services:

Lawn and Grounds Services \$_____ per week x 39 weeks per year = \$_____

Will Lawn and Grounds Services be performed by the prime contractor_____ (YES/NO)?

If no, you must specify the name, address and telephone number of subcontractor:

Specify the day of the week that the Lawn and Grounds Services are to be performed. **If day of service is changed during this contract and extensions, the contract coordinator shall be notified in writing and approve the change in writing.**

_____ (Day of Week)

TOTAL ANNUAL CALCULATED PROPOSAL PRICE: \$_____
(Sum total of Sections I, II, and III)

THESE ITEMS WILL NOT BE INCLUDED IN YOUR TOTAL BID PRICE NOR ON THE PURCHASE ORDER OF THE SUCCESSFUL BIDDER. ITEMS WILL BE ADDED TO THE PURCHASE ORDER OF THE SUCCESSFUL BIDDER IF NEEDED.

IV. Additional Requirements: As Requested- (No Guarantee).

Hours and square footage of additional requirements are not guaranteed but are for proposal comparison purposes only.

Additional Requirements

\$_____ Per man-hour

Partial floor service, stripping, scrubbing, sealing, floor finishing and buffing, according to the floor type including elevators, food service areas, stairs, and landings.

\$_____ Per sq. ft.

Partial steam clean, hot water extraction (200° F minimum) carpet including carpeted elevators and all mats.

\$_____ Per sq. ft.

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice To: Onsite Janitorial Coordinator
North Carolina Department Of Transportation

Location of Service

Address

City, State, Zip

Firm Invoice Number

NCDOT PO Number

Date of Invoice

Invoice Line Item Reference	Payer Name	Vendor Number	Subcontractor/ Sub consultant/ Material Supplier Vendor Number	Amount Paid to Subcontractor/ Sub consultant Material Supplier This invoice	Date Paid to Subcontractor/ Sub consultant Material Supplier on this invoice

Total Amount Paid to Subcontractor Firms \$

NOTE: These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the date the payments were made to Subcontractors on the above referenced PO.

Signature

Title

LISTING OF HUB/MBE/WBE SUBCONTRACTORS

COST OF CONSTRUCTION WORK ONLY: \$ _____

Dollar Volume of HUB/MBE/WBE subcontractor \$ _____

HUB/MBE/WBE Percentage of Total Cost _____ %