

Solicitation (RFQ) No. DN-11095259

Bidder/Offeror: _____

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

ATTENTION

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

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

State of North Carolina Department of Transportation Purchasing Department	REQUEST FOR QUOTES NO. DN-11095259
	Quotes will be publicly opened: March 13, 2012
	Contract Type: Services
Refer ALL Inquiries to: Wanda H. Austin, PE Telephone No. (828) 586-2141	Service: Janitorial Services
E-Mail: whaustin@ncdot.gov	Using Agency Name: NC DOT. (Division 14/Whittier Field Office)
(See page 2 for mailing instructions.)	Agency Requisition No. 11095259

NOTICE TO OFFEROR

Quotes, subject to the conditions made a part hereof, will be received at this office 253 Webster Road, Sylva NC until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Quotes are subject to rejection unless submitted on this form.

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):

(7-18-06)

SPI 1-14

Because of the unusual nature of work involved, and in order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at Wednesday February 29, 2012 at 10:00 AM

Whittier Field Engineer's Office
178 Henry Bird Road
Whittier, NC 28789
(828) 497-7333

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster prior to the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Any individual arriving after the official roster has been received by the Engineer will not be eligible to bid. Attendance at any prior pre-bid conference will not meet the requirement of this provision.

EXECUTION

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, 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.

Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of opening unless otherwise stated here: ____ days (See Instructions for Quotes, Item 5). Prompt Payment Discount: _____ % _____ days (See Instructions for Quotes, Item 6).

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted, an authorized representative of NCDOT shall affix their signature hereto and this document and the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful offeror.

<p><u>FOR NCDOT USE ONLY</u></p> <p>Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,</p> <p>by _____ (Authorized representative of NCDOT).</p>
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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 bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed quote document, unless otherwise instructed, and only one quote per envelope. Address envelope and insert quote number as shown below: It is the responsibility of the offeror to have the quote in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
QUOTE NO. DN-11095259 N. C. Department of Transportation Division 14 Attn: Wanda H. Austin 253 Webster Road Sylva, NC 28779	QUOTE NO. DN-11095259 N. C. Department of Transportation Division 14 Attn: Wanda H. Austin 253 Webster Road Sylva, NC 28779

TABULATIONS: Verbal tabulations of quotes and award information can be obtained by calling the purchaser listed on the first page of this document.

TRANSPORTATION CHARGES: F.O.B, DESTINATION

ATTENTION: This contract is not included in e-procurement. Paragraphs #19 and #20 of the North Carolina General Contract Terms and Conditions do NOT apply.

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

HAZARDOUS SUBSTANCE AND/OR OIL SPILLS:

Contractors hired by the Department of Transportation shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Contractor or his agent. 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.

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.

In addition, the Contractor agrees to indemnify and hold the Department harmless against all claims, liabilities, and costs, including attorneys' fees, incurred in the defense of any claim brought against the Department resulting from such a spill.

WAGE AUDIT: The Department reserves the right to audit the Contractor's payroll record, checking account and tax fillings, during the period of the contract and for ninety days following contract expiration. Such audits 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

DEBARMENT CERTIFICATION: The bidder certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. By signature below the Contractor attests to the above statement.

Contractor's Signature

Date

TRANSPORTATION CHARGES: F.O.B.

CHECK ONE OF THE FOLLOWING THAT APPLIES:

COMMODITIES: ATTENTION: This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain new language necessary for implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: <http://eprocurement.ncgov.com/>

SERVICES: ATTENTION: This contract is not included in e-procurement. Paragraphs #19 and #20 of the attached General Contract Terms and Conditions do NOT apply.

USER: N. C. Department of Transportation, Division 14 District 2

- INTRODUCTION AND SCOPE:** The NC DOT, Division 14, Whittier Field Engineer's Office, 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 offeror's 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 Weekly Cleaning.
- CONTRACT PERIOD:** The term of this contract shall be nine months beginning on or about March 2, 2012 and ending on December 31, 2012 unless terminated as provided herein. At the option of the contracting agency and NC DOT, this contract may be extended 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 March 1, 2012 the first term shall still terminate on December 31, 2012.

3. **GENERAL CLEANING:** General Weekly 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 every Friday (Friday cleaning can be performed on Saturday or Sunday, between the hours of 7:00 AM and 11:30 PM). 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.

The areas to be cleaned consist of offices, conference rooms, corridors, steps, ramps, landings, porches, storage areas, restrooms, janitorial closets, mechanical and electrical rooms (limited services), break rooms, designated smoking areas and food service dining area. This will be clarified during the mandatory pre bid conference.

4. **MANPOWER REQUIREMENTS:**

A minimum of one man-hour per day per 800 sq. ft. shall be required. Any amount of square foot in excess will be rounded up to the next half-hour. A minimum of three and a half (3 ½) man-hour is required for this location. The man-hours per day are required for General Weekly Cleaning and do not include man-hours needed for Major Maintenance.

5. **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, 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 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 Division 14 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 mating 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 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.

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: 4 weeks of no service within a 12 month period, or 2 weeks 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.

GENERAL CLEANING WEEKLY, MONTHLY AND BI-ANNUALLY:

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 in this section shall be posted in a location visible to all cleaning personnel.

- 1) Weekly Cleaning:
 - a) Empty all ashtrays in designated smoking areas on the complex.
 - b) Empty all trashcans, recycle collection barrels, bins; wipe clean all trashcans, recycle collection barrels, bins with damp cloth (wash if needed). Change liners weekly on all trashcans to maintain cleanliness and eliminate odors. Trash and recycle collection barrels, bins, or lane baskets are to be emptied weekly.
 - c) Collect all items marked with the work "TRASH". Pick up all discarded materials lying on the ground next to the trash or recycling containers. If a box is NOT labeled "TRASH" and there is a question, ask the building personnel prior to discarding it. Trash and recyclables are to be transported to the nearby, local refuse and recycling facility located at 145 Shoal Church Loop Road, Whittier, NC 28789, and placed in the appropriate containers. All recyclables are to be segregated and broken down according to the rules of the refuse facility.
 - d) Clean and sanitize all water dispensers. 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. Remove spots, stains, embedded debris, loose paper, pins, clips and other trash including under any mats. All steps and landings, if applicable, are to be swept or vacuumed. Entrance mats are to be swept or vacuumed weekly 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) Furniture and floors in conference rooms are to be cleaned weekly.

2) Weekly Restroom Maintenance:

a) Personnel shall wear disposable rubber gloves when cleaning the restrooms.

b) Replenish all restroom supplies including toilet paper, toilet seat cover, 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 week 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, mirror, 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 EOA register. Separate cleaning rags must be used for designated areas: 1) food arrears 2) common areas 3) bathrooms.

e) Empty all trash. Trashcans are to be cleaned. Plastic liners shall be changes weekly.

f) Vacuum all other cleared carpeted areas and all mats that are not vacuumed daily, removing and cleaning all mats before vacuuming the carpet.

g) Remove all spots, stains, embedded debris, loose paper, pins, clips and other trash from all carpet and other types of flooring.

h) Non carpeted entrance mats are to be taken outside, beaten to remove dirt and then brought inside and damp mopped.

i) Vacuum all carpeted pickup mats.

j) 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.

3) Monthly Services

a) Wash all walls, ledges, grills and partitions in restrooms; use disinfectants, as noted in item 2 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 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 walk ways of stuck-on or embedded debris. Clean any handrails. Remove all cobwebs on exterior of buildings.

4) Bi-Monthly Services (every other month):

a) All stairs and landings (except Terrazzo Surfaces) shall be scrubbed with soap and water and appropriate warning signs such as "Wet Floor" 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 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.

5) Quarterly 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.

c) Clean tar and remove soil off the base or rungs of chairs if needed.

d) Vacuum dust out of the chair seats, arms and back.

e) Clean all air grills and returns. This is to include all fixed or moveable louvers and vents on or in doors and headers.

6) Bi-annually Services (every six months):

a) Spot clean all walls and doors (interior and exterior) including, but not limited to, kick plates, thresholds, doorjambs, baseboards and moldings.

b) Remove dust and wash all light switches, fire extinguishers and all cleared horizontal surfaces below seven 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, windowsills and light fixtures.

MAJOR MAINTENANCE SERVICES

- 1) All major maintenance services shall be performed within the first thirty days of the contracted period. All major maintenance is to be scheduled and submitted in writing to the contract coordinator, one week prior to the start of the work.
- 2) All major maintenance shall be completed within three weeks from the time the major maintenance begins in the buildings 20,000 square feet and less unless otherwise agreed to be the contract coordinator and the contractor.
- 3) Major maintenance services shall be completed one 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 requesting 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 the 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.

Major maintenance services in the following:

a) Interior Window 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 cleaned and replaced. Screens, which require special tools, shall not be included.

b) Exterior Window Service including storefront entrances:

- 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) 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 or other coverings, not requiring tools to remove, shall be removed, cleaned and cleaned and replaced. Screens, which require special tools, shall not be included.

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 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 scrapper to totally remove all old floor finish. Remove all stripper residues and allow the floor to be completely dry before applying any floor finish. If all the old floor finish is not removed repeat this step.
 - e. Unglazed Tile, Linoleum, or VCT Flooring is to have three (3) coats of commercial floor finish containing a minimum of 25% acrylic (solids) with slip resistant qualities. Heavy traffic areas may require additional coats of floor finish. All floor finish shall be satin finish.
 - 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. Limit 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 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 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/Paver tile or any other tile similar to this.

- g. Unglazed tile is to have one (1) coat of sealer in low traffic areas and two (2) coats in high traffic areas. Additional coats may be required depending on the location and the 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 drivy on surface.
 - e. Terrazzo floors are to be stripped and apply three (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) 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 Department owned property during cleaning and re-hanging.

Complete the following page to be submitted for quote.

I. General Cleaning (includes Weekly Services):

The General Cleaning costs **are not** to include costs for Major Maintenance Services.

Labor Costs	Calculated Annual Cost
	\$ _____ per each x 52 each = \$ _____

Equipment, Supplies, Materials, etc., Costs	Calculated Annual Cost
	\$ _____ per each x 52 each = \$ _____

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 each 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.

	Calculated Annual Costs
Interior Glass Service	\$ _____ x 1 = \$ _____
Exterior Glass Service	\$ _____ x 1 = \$ _____
Floor Service	\$ _____ x 1 = \$ _____
Grout Cleaning Service	\$ _____ x 1 = \$ _____
Carpet Service	\$ _____ x 1 = \$ _____
Window Blinds Service	\$ _____ x 1 = \$ _____
Light Lens, Globes, and Diffusers Service	\$ _____ x 1 = \$ _____
Emergency Exit Signs & Lights Service	\$ _____ x 1 = \$ _____
Air Returns, Grills & Diffusers	\$ _____ 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: \$ _____

TOTAL ANNUAL CALCULATED PROPOSAL PRICE: \$ _____

(Sum total of Sections I and II,)

INSTRUCTIONS FOR QUOTES

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:** All quotes are subject to the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the North Carolina General Contract Terms and Conditions. NCDOT objects to and will not evaluate or consider any additional terms and conditions submitted with a quote. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTA ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Quotes.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this quote.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of quote opening. Preference may be given to quotes allowing not less than 45 days for consideration and acceptance.
6. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable**
8. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this quote, the order of precedence shall be (1) special terms and conditions specific to this quote, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions for Quotes.
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this quote, each offeror must submit with their quote sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Quotes which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. Trash and recyclable items are to be placed in dumpsters or containers designated for that purpose at the local refuse and recycling facility located at 145 Shoal Church Loop Road, Whittier, NC 28789.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this quote can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** NCDOT reserves the right to reject any and all quotes, to waive any informality in quotes and, unless otherwise specified by the offeror, to accept any item in the quote. If either, a unit price, or extended price, is obviously in error, and the other is obviously correct, the incorrect price will be disregarded.

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13. **REFERENCES:** NCDOT reserves the right to require a list of users of the exact item offered NCDOT may contact these users to determine acceptability of the quote. Su information may be considered in the evaluation of the quote.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, NCDOT invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **AWARD OF CONTRACT:** Qualified quotes will be evaluated and acceptance may be made of the lowest and best quote most advantageous to NCDOT as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the quote; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by NCDOT to be pertinent or peculiar to the purchase in question. Unless otherwise specified by NCDOT or the offeror NCDOT reserves the right to accept any item or group of items on a multi-item quote.
In addition, on TERM CONTRACTS NCDOT reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by NCDOT to be pertinent or peculiar to the purchase in question.
16. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, NCDOT will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
17. **TAXES:**
- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of quote opening. Otherwise the samples will become NCDOT property. Each individual sample must be labeled with the offeror's name, quote number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser named in this document to obtain a verbal status of contract award. 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.)
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

**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. Su 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. Su 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.

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21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

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

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

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

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

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

Attachment A

Work Location and Building Data

Location:	Division of Highways/Whittier Field Office 178 Henry Bird Road Whittier, NC 28789
Number of Stories	1
Population	30
Daily Visitors	10
Official Working Hours	8:00 AM to 5:00 PM
Gross Area	3,024 square feet
Net Occupiable Area	2,052 square feet
Secured Area	0
Restrooms	1 Male 1 Female
Carpet	0 square feet
Stairways	0
Elevators	0
Total Number of Windows	20

This does not include entranceways and lobbies

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