



STATE OF NORTH CAROLINA

**Department of Agriculture
and Consumer Services**

Invitation for Bid #: 10-IFB-2253805702-PLK

Janitorial Services for the Eaddy Agronomic Building

Date of Issue: June 10, 2026

Bid Opening Date: June 30, 2026

At 2:00pm ET

Direct all inquiries concerning this IFB to:

Patsy Kinney

Procurement Specialist III

Email: patricia.kinney@ncagr.gov

Phone: 919-707-3271



STATE OF NORTH CAROLINA

Invitation for Bid #

10-IFB-2253805702-PLK

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

STATE OF NORTH CAROLINA Department of Agriculture and Consumer Services		
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.7 for details: Patsy Kinney	Invitation for Bid No.: 10-IFB-2253805702-PLK	
	Bids will be publicly opened: June 30, 2026, at 2:00 pm ET	
Using Agency: NCDA&CS- Agronomics	Commodity No. and Description:761115-General Building and Office	
Requisition No.: RQ280056	Cleaning	

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its Sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Commented [MP1]: Confirm #21

Bid Number: **10-IFB-2253805702-PLK**

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of NCDA&CS)

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM.....	5
2.0	GENERAL INFORMATION	5
2.1	E-PROCUREMENT FEE	5
2.2	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....	5
2.3	IFB SCHEDULE	6
2.4	SITE VISIT	6
2.5	BID QUESTIONS.....	7
2.6	BID SUBMITTAL	7
2.7	BID CONTENTS	8
2.8	ALTERNATE BIDS.....	9
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	9
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS	9
3.1	METHOD OF AWARD.....	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	BID EVALUATION PROCESS	10
3.4	INTERPRETATION OF TERMS AND PHRASES.....	10
4.0	REQUIREMENTS	10
4.1	PRICING.....	11
4.2	FINANCIAL STABILITY	11
4.3	HUB PARTICIPATION	11
4.4	REFERENCES	11
4.5	BACKGROUND CHECKS.....	11
4.6	PERSONNEL.....	12
4.7	VENDOR'S REPRESENTATIONS	12
4.8	AGENCY INSURANCE REQUIREMENTS MODIFICATION	12
4.9	SUBCONTRACTORS.....	12
4.10	SECRETARY OF STATE REGISTRATION.....	12
5.0	SPECIFICATIONS AND SCOPE OF WORK	13
5.1	TASKS/DELIVERABLES	14
5.2	MSDS	15
6.0	CONTRACT ADMINISTRATION.....	15

Bid Number: 10-IFB-2253805702-PLK Vendor: _____

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE 15

6.2 INVOICES..... 16

6.3 POST AWARD BUSINESS REVIEW MEETINGS 16

6.4 CONTINUOUS IMPROVEMENT..... 16

6.5 ACCEPTANCE OF WORK..... 16

6.6 TRANSITION ASSISTANCE 17

6.7 DISPUTE RESOLUTION 17

6.8 CONTRACT CHANGES..... 17

6.9 ATTACHMENTS 17

ATTACHMENT A: PRICING..... 18

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

1.0 PURPOSE AND BACKGROUND

The NC Department of Agriculture and Consumer Services, Agronomic Division, is soliciting proposals from experienced and qualified Vendors to provide an Agency Specific Contract for Janitorial/Custodial Services. The services will be provided for the Donald W. Eaddy Agronomic Building located at 4300 Reedy Creek Road, Raleigh, NC 27607.

The Agronomic Division provides soil testing, nematode assay, plant tissue analysis, waste analysis, solution analysis, and soilless media analysis. The soil lab provides analyses for approximately 330,000 soil samples per year. The busy season is Thanksgiving through March with April through November being the routine period. The laboratory where the soil samples are tested produces dust and dirt on the floors and under the floor mats. The cleaning of the building includes offices, conference room, library and common areas, rest rooms, and the laboratories. The time period for performing the cleaning is between the hours of 4:30 PM and 9:00 PM, Monday through Friday, except for State holidays. Shall include all reasonable and necessary labor, equipment and supplies in order to keep the contracted areas clean and properly supplied. A walk behind floor scrubber is required for this contract and it shall be provided by the vendor.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one(1) year, beginning on September 1, 2026.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.1 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/Vendor-training>.

2.2 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as non-responsive.

2.3 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	June 10, 2026
Hold Site Visit	State	June 19, 2026, at 10:30 am ET
Submit Written Questions	Vendor	June 23, 2026, by 1:00pm ET
Provide Response to Questions	State	June 26, 2026,
Submit Bids	Vendor	Microsoft Teams meeting Join: https://teams.microsoft.com/join/218902136988053?p=TsOiRiqVrqiAyPJiGH Meeting ID: 218 902 136 988 053 Passcode: eS6zK6eY
		Need help? System reference Dial in by phone +1 984-204-1487,,640463004# United States, Raleigh Find a local number Phone conference ID: 640 463 004# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 114 535 067 3 More info
Contract Award	State	TBD

2.4 SITE VISIT

Mandatory Site Visit

Date: June 19, 2026
Time: 10:30am ET Eastern Time

Bid Number: **10-IFB-2253805702-PLK**

Vendor: _____

Location: 4300 Reedy Creek Road
Eaddy Agronomic Building. Conference Room
Raleigh, NC 27607
Contact #: Christopher Petoletti (919) 664-1627

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT WITH, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

Vendors are cautioned that any information released to attendees during the site visit *[or conference]*, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter **10-IFB-2253805702-PLK Questions** as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Bid Number: **10-IFB-2253805702-PLK**

Vendor: _____

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to [a single Vendor *OR* multiple Vendors — *edit as needed*], the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.5 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

4.6 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Vendor and all personnel must wear an identification badge or distinct uniform provided by the vendor at all times while on the premises.

Should the Vendor's bid result in an award, Vendor shall provide a list of assigned workers to the Contract Administrator prior to beginning the contracted work. The Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.7 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☒ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

4.9 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.10 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. **No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.**

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor has registered with the North Carolina Secretary of State: Yes ☐ No ☐

5.0 SPECIFICATIONS AND SCOPE OF WORK

The services shall consist of an all-inclusive janitorial service with daily cleaning, including all necessary labor, supervision, materials and equipment in order to keep the contracted areas clean and properly supplied. The services are to be provided between the hours of 4:30 pm and 9:00 pm, M-F, except State Holidays. Exceptions to this schedule must be submitted in writing to the Contract Administrator stating the reason for changing the cleaning hours. Exceptions will be granted by written notice from the Contract Administrator. No other allowances for cleaning time shall be made. Office hours are generally 7:30 am – 5:00 pm and the labs are in operation until approximately 5:30 daily. If office doors are closed vendor is not responsible for cleaning that office.

THE BUILDING IS CLOSED DURING STATE GOVERNMENT HOLIDAYS DAYS AND NO CLEANING WILL OCCUR.

Awarded Vendor will be given the schedule of State Holidays for the next three (3) years.

The figures below are **estimates**. The Vendor is responsible for verifying dimensions and quantities.

Gross Sq. Ft to be cleaned	27,410
Carpeted Sq. Ft.	8,250
Number of Restrooms	4
Estimated Population	55
Number of Floors	1

Keys:

Issuance and recall of keys will be at the discretion of the Contract Administrator. No deposit will be required. In the event that keys are lost, there will be a \$100 per key charge for replacement and is due upon replacement of such key. In the event that an employee of the vendor is terminated or the contract reaches its termination date, there will be a \$100 per day per key charge for every day return of keys are late. The State reserves the right to charge the vendor for any expenses incurred for restoring the security of the building resulting from the loss including but not limited to key and core replacements. The final invoice will not be paid at the end of the contract until all keys are returned. Any key not returned shall be paid by the Vendor prior to payment of final invoice(s) or payment will be deducted from the final invoice. The Vendor shall notify the Contract Administrator immediately by telephone and then in writing if keys are lost. **Keys are not to be duplicated by the Vendor, any subcontractor or their employees.**

Utilities:

The State will provide the Vendor with all normal utilities necessary for performing his contract (electricity, lights, water, etc.). Upon written request from the Contract Administrator, the Vendor will comply with the energy conservation requirements initiated by State Government.

Storage:

The State will provide the Vendor with reasonable storage space for supplies and equipment and also provide reasonable security to protect the Vendor from loss of equipment and supplies.

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

The Vendor shall keep all janitor closets, storage rooms and other space assigned to his/her use clean, orderly and if possible, locked at all times. Mops and mop buckets are left clean when not in use. Sinks used by the janitorial employee(s) for cleaning purposes are to be kept clean.

Equipment and Supplies Provided by the State

The State will furnish only the following expendable supplies - toilet tissue, paper towels and liquid or hand soap. When the supply level on any of these items is getting low, notify the Contract Administrator.

Vendor Provided Equipment and Supplies

The Vendor shall furnish all materials, equipment and supplies adequate in kind, quantity and of a commercial quality necessary for professionally performing all work in this contract. All equipment shall be in good working order capable of being used as originally intended with minimal breakage. The Contracting Agency may request that faulty or dysfunctional equipment be replaced and/or removed from the premises

- a) Provide commercial quality cleaning supplies required to accomplish the tasks (i.e. can liners, sanitizers, cloths, etc.). There are approximately 48 large waste cans and 32 small waste cans.
- b) All equipment necessary to accomplish the tasks (i.e. vacuum, walk behind floor scrubber, buckets, mops, etc.). This contract requires a vacuum cleaner with a beater bar and hepa filter and a walk behind floor scrubber (electric or battery operated) with single cleaning brush and 10-gallon minimum capacity. Equipment not meeting these two specific specifications will be rejected and must be replaced immediately. If not replaced by the specified time, the contract will be considered in default and canceled. Supply other items, such as, buckets, mops, etc.
- c) To include all other supplies or equipment not furnished by the State and any item(s) not listed but which are required to accomplish the tasks outlined in this proposal.

The vendor shall access or have the ability to access a backup scrubber in the event breakdowns exceed 2 days. Repair of any equipment shall not exceed 2 days; if so, replacement equipment shall be brought in after two (2) days. The State reserves the right to require a demonstration and inspection of Vendor's equipment prior to award. The same items (manufacturer's make and model) approved in the demonstration and inspection shall be the same that is in use during this contract. Any replacement and or new equipment shall be approved by the Contract Administrator prior to putting into service.

5.1 TASKS/DELIVERABLES

Daily Cleaning

The following tasks must be accomplished during daily shifts. The exact times will be coordinated with the Site Coordinator.

Vendor shall perform the following cleaning duties on a **daily basis**:

- a) Empty smoker posts, located out front and at the loading dock
- b) Empty all trash cans and replace can liners daily. Damp wipe or wash as needed or requested. This includes all offices, labs, rest rooms, staff lounge, conference room, etc. Items marked "Trash" may be placed on or beside the cans. Items not properly marked are not to be removed.
- c) Clean all water fountains
- d) Sweep all outside entrance ways, dock and terrace and keep mats clean
- e) Clean only the windows in the double entrance doors
- f) Damp wipe all tables in the staff lounge.
- g) Dust all horizontal surface areas such as desks, chairs, file cabinets, telephones, shelves, etc. Spot clean desk tops.
- h) Sweep all uncarpeted floors with treated dust mop
- i) Vacuum all carpeted areas (office, hallway, conference room, library and staff lounge)
- j) Mats on the lab floors should be taken to the back dock and cleaned with the water hose. Replace the mats when they are dry.
- k) Machine scrub lab floors, locker room floors and hallways. Any cart(s) in the hallway are not to be moved. Clean the open areas to the best of your ability.

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

- l) Turn out all lights upon completion of work.
- m) Replenish all paper towel dispenser throughout the building, including labs.
- n) Rest rooms
 - 1. Replenish all rest room supplies. The Contractor must provide sufficient quantities to last all day
 - 2. Sweep floor
 - 3. Clean mirrors
 - 4. Clean sinks and faucets
 - 5. Clean and disinfect all traps, toilets and urinals
 - 6. Damp mop floor with disinfectant cleaner or scrub with soap and water in order to keep the floor clean and sanitary
 - 7. Spot clean partitions
 - 8. Turn out lights after completion of work

Weekly Cleaning

Vendor shall perform the following cleaning duties on a **weekly basis**:

- a) High and low dusting of all horizontal and vertical surfaces.
- b) Spot clean all walls and woodwork and doors
- c) Spot Clean exterior entrance glass and lobby
- d) Thoroughly wash all partitions in rest rooms
- e) Clean baseboards
- f) Vacuum upholstered chairs in offices, lobby, and conference room
- g) Use a slightly damp mop to go over the brick floor in the lobby

Lab Areas

- a. All supervisor offices in the lab areas are to be cleaned as regular office areas. (includes daily and weekly tasks that are applicable for offices)
- b. Room 132, Grinding, is to have **only** the trash emptied and floors swept every day.
- c. Absolutely **no** hosing down of floors will be allowed in lab areas.
- d. Vendor will not be required to clean countertops, sinks or do high-low dusting because of the risk to the lab and computer equipment in these areas.
- e. The Contractor **shall not** be responsible for removing dirt left in drums and/or buckets in labs. (This will be the responsibility of the Agronomic Division personnel.)
- f. Trash cans that are outside the scope of this contact shall be labeled – Do Not Remove.

5.2 MSDS

In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, the Vendor supplying the janitorial supplies intended to be used throughout the duration of this Contract or any Contract extension shall provide current Safety Data Sheets (SDS) for all products to the Contract Administrator. The Vendor shall furnish additional SDS as requested by the Contract Administrator. The Vendor shall submit SDS for all new products that the Vendor begins using or proposes to use for the life of the Contract prior to commencing usage of those products. All new janitorial chemicals shall be approved by the Contract Administrator prior to being used.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically quarterly with the State for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Manager.

Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the Contract Administrator.

6.9 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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Bid Number: 10-IFB-2253805702-PLK

Vendor: _____

ATTACHMENT A: PRICING

The Vendor will be required to provide sufficient labor hours, equipment and materials to complete all requirements as listed in this contract to a passing level as determined by the Contract Administrator.

ITEM#	QTY	UOM	DESCRIPTION	UNIT COST MONTHLY	TOTAL ANNUAL EXTENDED COST
1	12	MONTHLY	GENERAL CLEANING (As outlined in Section: 5.0 Specifications and Scope);	\$ _____	\$ _____