



STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Invitation for Bid #: 10-IFB-1505448574-PLK

ASC -Janitorial Service

Date of Issue: April 7, 2025

Bid Opening Date: May 14, 2025

At 2:00 pm ET

Direct all inquiries concerning this IFB to:

Patsy Kinney

Procurement Specialist II

919-707-32714

Patricia.kinney@ncagr.gov

STATE OF NORTH CAROLINA

Invitation for Bid

10-IFB-1505448574-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://vendor.ncgov.com/vendor/login>

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 #: 10-IFB-1505448574-PLK
	Bids will be publicly opened: May 14, 2025, at 2:00pm ET
Using Agency: NCDA&CS-Agriculture Science Center	Commodity No. and Description: 761115/General Building and Office Cleaning and Maintenance Services
Requisition No.: RQ185235	

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:	FAX NUMBER:	

Bid Number: 10-IFB-1505448574-PLK

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
---------------------------------	-------	--------

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.

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of NCDA&CS)</p>

Contents

- 1.0 PURPOSE AND BACKGROUND5**
- 1.1 CONTRACT TERM.....5
- 2.0 GENERAL INFORMATION.....5**
- 2.1 INVITATION FOR BID DOCUMENT5
- 2.2 E-PROCUREMENT FEE5
- 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS6
- 2.4 IFB SCHEDULE6
- 2.5 SITE VISIT or PRE-BID CONFERENCE7
- 2.6 BID QUESTIONS.....7
- 2.7 BID SUBMITTAL.....7
- 2.8 BID CONTENTS8
- 2.9 ALTERNATE BIDS.....9
- 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS9
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS9**
- 3.1 METHOD OF AWARD9
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION9
- 3.3 BID EVALUATION PROCESS10
- 3.4 PERFORMANCE OUTSIDE THE UNITED STATES.....10
- 3.5 INTERPRETATION OF TERMS AND PHRASES11
- 4.0 REQUIREMENTS11**
- 4.1 PRICING.....11
- 4.2 INVOICES.....11
- 4.3 FINANCIAL STABILITY11
- 4.4 HUB PARTICIPATION12
- 4.5 REFERENCES12
- 4.6 BACKGROUND CHECKS.....12
- 4.7 PERSONNEL.....12
- 4.8 VENDOR’S REPRESENTATIONS13
- 5.0 SPECIFICATIONS AND SCOPE OF WORK13**
- 5.1 TASKS/DELIVERABLES16
- 6.0 CONTRACT ADMINISTRATION.....18**
- 6.1 CONTRACT MANAGER19

6.2 POST AWARD PROJECT REVIEW MEETINGS..... 19

6.3 CONTINUOUS IMPROVEMENT 19

6.4 ACCEPTANCE OF WORK 19

6.5 TRANSITION ASSISTANCE 20

6.6 DISPUTE RESOLUTION..... 20

6.7 CONTRACT CHANGES 20

6.8 ATTACHMENTS..... 20

7.0 ATTACHMENTS..... 21

ATTACHMENT A: PRICING..... 21

1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid is to obtain pricing from experienced and qualified Vendors for Janitorial Cleaning and Disinfecting Services for the Department of Agriculture and Consumer Services (NCDA&CS), Steve Troxler Agricultural Sciences Center, located at 4400 Reedy Creek Road, Raleigh, NC 27607. The Contract shall consist of an all-inclusive janitorial service, including all necessary labor, supervision, materials and equipment to perform the work involved. Note: Due to an employee with a medical condition, certain brand-specific cleaning products are required, and others are prohibited. Refer to section 5.1-Specifications for the list of approved and prohibited products.

The Agricultural Sciences Center is a 225,000 square foot facility that brings together approximately (250) employees from (5) divisions and labs within the NCDA&CS and that perform tests for the department's divisions: Food and Drug Protection, Standards, Structural Pest Control and Pesticides, and Veterinary. The lab tests products which require the use of chemicals, glassware and equipment. The Vendor DOES NOT handle any materials labeled as biohazardous nor do they touch or handle chemicals, glassware, equipment, computers etc. The Vendor provides the day-to-day tasks: emptying trash, replacing can liners, dusting, sweeping, mopping, vacuuming, cleaning of restrooms, washing and drying entrance and door glass, replenishing restroom supplies, etc. as outlined in the IFB.

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 July 1, 2025.

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 thirty (30) 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

2.1 INVITATION FOR BID DOCUMENT

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

2.2 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://eprourement.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://eprourement.nc.gov/training/vendor-training>.

2.3 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.

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 nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	April 7, 2025
Hold Site Visit	State	April 29, 2025, at 10:00am ET
Submit Written Questions	Vendor	May 2, 2025, by 2:00pm ET
Provide Response to Questions	State	May 7, 2025
Submit Bids	Vendor	May 14, 2025, at 2:00pm ET Microsoft Teams Need help? Join the meeting now Meeting ID: 286 366 386 823 Passcode: gJ6ns3H6
		Dial in by phone +1 984-204-1487,,853327677# United States, Raleigh Find a local number Phone conference ID: 853 327 677# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 116 670 813 8 More info For organizers: Meeting options Reset dial-in PIN
Contract Award	State	TBD

2.5 SITE VISIT

Mandatory Site Visit

Date: April 29,2025
 Time: 10:00 a.m. Eastern Time
 Location 4400 Reedy Creek Road
 ASC- Front Lobby
 Raleigh, NC 27607
 Contact #: Lisa Mesnard (984)236-4500

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, 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, 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.

2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “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 “IFB# –10-IFB-1505448574-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.

2.7 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>

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.

2.8 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

2.9 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: Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #10-IFB-1505448574-PLK [for 'name of Vendor']" 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.

2.10 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.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

ASC: Agriculture Science Center

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 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 COMMUNICATOINS 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 purchaser 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 purchaser 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.

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 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This 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.

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.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency 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.

All invoices shall be mailed through the US Post Office to:

**NCDA&CS
Janitorial Contract – 10-IFB-1505448574-PLK
Accounts Payable Office
1001 Mail Service Center
Raleigh, NC 27699**

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

4.3 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.

4.4 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.

4.5 REFERENCES

Vendor shall upload at least three (3) references to the Sourcing Tool, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein, **at least one Reference must be from a facility which has chemical and biological lab environment.** 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.

4.6 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor’s expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceedings, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor’s response to these requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.7 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).

Should the Vendor’s bid result in an award, 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.

4.8 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.

5.0 SPECIFICATIONS AND SCOPE OF WORK

Vendor is to provide an all-inclusive janitorial service with daily cleaning, the service is to include all necessary labor, supervision, materials and equipment needed to keep the contracted area clean and properly supplied.

The services are to be performed during daytime hours between the hours of 9:00am-4:00pm Monday through Friday except state holidays. Vendor must be on site the entire time.

Awarded Vendor will be given the schedule of State Holidays for the next three (3) years. Exceptions to the cleaning schedule must be submitted in writing to the Contract Administrator. Exceptions may be granted by written notice from the Contract Administrator. No other allowances for cleaning time shall be made.

The Agricultural Sciences Center consists of entrance ways, vestibules, foyers, lobbies, open administrative areas, offices, corridors, conference rooms, a training room, storage areas, laboratories, stairwells, elevators, restrooms, coffee bars, a catering kitchen and a break room. Recycling containers are not part of this contract and will be the responsibility of the Department. Exterior window washing is not part of this contract and will be the responsibility of the Department. Full carpet cleaning is not part of this contract and will be the responsibility of the Department and handled by separate purchase process if necessary. Vendor provides the day-to-day tasks: emptying trash, replacing can liners, dusting, sweeping, mopping, vacuuming, cleaning of restrooms, washing and drying entrances and door glass, replenishing restroom supplies, etc.

BUILDING DATA AND STATISTICS

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

Estimated Population	200
Number of Floors	3
Gross square feet to be cleaned	69,543
Carpeted square feet	41,122
Hard surface square feet	19,844
Storage area square feet	8,576

Toilets	50
Sanitary receptacles	37
Paper towel holders	96
Showers	2
Elevators	3 (passenger / freight)

- a) **Sweeping of hallways** – A dust mop shall be used to sweep all hallways.
- b) **Cleaning of window seals** - Window seals and railings shall be dusted and cleaned so that they are free of dust and debris.
- c) **Cleaning of railings** –Railings shall be dusted so that they are free of dust and debris and sanitized with appropriate cleaner.
- d) **Cleaning of bathrooms** – All bathrooms must be swept and mopped with a cleaning solution daily. Paper towel dispenser shall be filled. Liquid soap dispenser shall be filled as needed. Toilet paper shall be replaced. Trash receptacles shall be emptied, and trash liners shall be changed daily. Women’s bathroom sanitary receptacles shall be emptied, and a new bag shall be placed in each receptacle daily. Sinks and toilets shall be cleaned and sanitized daily. Sinks in the two mother’s rooms shall be cleaned and sanitized daily. Mirrors shall be cleaned daily. Spare supplies (toilet paper, paper towel, gloves, disinfecting wipes) shall be left on the provided carts in restrooms to avoid running out between cleanings.
- e) **Cleaning of foyers/lobby areas** - Both the front and 4 back foyers areas shall be swept and mopped on designated days. They shall be free of dust and debris. Inside windows of outside doors and the inner doors shall be cleaned and streak free. Door handles shall be wiped and sanitized to prevent grime build up. Chairs in all foyer areas, and second floor mezzanine shall be dusted and arm rest sanitized. Window seals and railings shall be free of dust and debris and cobwebs. Carpet rugs shall be vacuumed.
- f) **Personal Protective Equipment (PPE)** - Disposable gloves shall be worn while cleaning restrooms. The hiring agency will provide these items and any other personal protective equipment (PPE) needed for cleaning services. The ASC Environmental Health and Safety manager will determine the specific PPE needed.

Keys:

Issuance and recall of keys and access badges will be at the discretion of the Contract Administrator. An electronic access badge is required to enter some areas within the building, the front and employee entrances, and loading dock. Use of the badge must conform to the hiring agency’s badge policies and procedures. Failure to follow the policies and procedures may result in termination of employment.

The selected employee will never use their badge to grant access to any other person into a secure area. No deposit will be required. There will be a \$15 charge per key or access badge for replacement keys or access badges and is due upon replacement of such key or access badge.

Employees must enter through the front entrance and sign the visitor log at the front receptionist desk and pick up the access badge and key from the receptionist. They will return the access badge and key to the receptionist when they sign out each day. The access badge and key shall not leave the premises.

The final invoice will not be paid at the end of the contract until all keys and access badge are returned. Any keys or access badges not returned shall be paid for by the Vendor or it will be deducted from the final invoice. The Vendor shall notify the Contract Administrator immediately by telephone and then in writing if keys or access badges are lost. Keys are not to be duplicated by the Vendor, owner, 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. The Vendor shall keep all janitor closets, storage rooms and other space assigned to their use clean, orderly and locked at all times. Mops and mop buckets are to be left clean when not in use. .

State Provided Supplies:

The State will provide PPE, specifically disposable gloves which are required to be worn while cleaning restrooms and emptying trash in labs. Cautionary signs will be provided and must be used during mopping and while floors are wet. The State will provide disinfecting wipes, toilet seat covers, toilet paper, paper towels (roll and trifold), paper bags for sanitary receptacles, urinal mats, and trash can liners.

Vendor Provided Supplies:

Vendor shall provide the following supplies: liquid hand soap (bulk and individual bottles), liquid dish detergent, and air freshener spray and cleaning supplies. Vendors must make special note of required and prohibited products, listed below- (d-iii)

VENDOR EQUIPMENT AND SUPPLIES TO BE PROVIDED

- a) The Vendor shall furnish all materials, equipment and supplies as specified, adequate in kind, quantity and of a commercial quality, necessary for professionally performing all work in this contract.
- b) All equipment shall be of the type required to complete specified tasks (i.e., vacuum cleaner, buckets, mops, dust mops, brooms, etc.). All equipment shall be in good working order capable of being used as originally intended. The Contracting Agency may request that faulty or dysfunctional equipment be replaced and/or removed from the premises. This includes equipment with nicked or damaged power cords.
- c) Use of propane or gas operated equipment is prohibited inside the facility.
- d) The facility has an employee with a severe medical reaction to certain scents/odors. Upon exposure to these certain scents/odors the employee has just moments to sit down or risks collapsing to the floor, loses the ability to communicate, and exhibits stroke-like symptoms. Recovery is not immediate even after removal from the affected area. Due to this situation **the following requirements and restrictions on cleaning products will be strictly enforced.**
 - i. **All** cleaning supplies must be non-floral, not sweet-scented, and low odor. This includes sanitizers and cleaning products (for sinks, counters, floors, toilets, urinals, glass, dusting, stainless, and all other surfaces cleaned per this IFB), deodorizers, and liquid hand soap.
 - ii. **Required products**, based on the employee’s needs, are limited to the list below. Note: this list may change based on employee medical needs.
 - 1. Original Pine-Sol® Multi-Surface Cleaner
 - 2. Clorox® concentrated commercial bleach
 - 3. Nilium® Odor Neutralizer, Cucumber Melon
 - 4. Febreze®

5. Airworks® air freshener, Very Vanilla
 6. Hillyard® foam handsoap, Cucumber Melon
 7. Hillyard® foam hand soap, Mandarin Cranberry
 8. Dawn® Ultra dishwashing liquid
- iii. **Prohibited products** are listed below. This list is not all inclusive and may be expanded based on employee medical needs.
1. Commercial Arm & Hammer® deodorizing air freshener with baking soda
 2. Nilium® Odor Neutralizer, Baby Powder
 3. Nilium® Odor Neutralizer, Purple Crush
 4. Airworks® air freshener, Baby Powder
- iv. Vendor **must** include a quote or invoice with bid response proving they can obtain the permitted products.
- e) The Vendor shall 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, such as cleaning tools, rags, vacuum cleaners, etc.
- f) All cleaning products **shall be pre-approved** by the safety officer prior to use as certain fumes affect the equipment in use. If available, submit the safety data sheet (SDS), material safety data sheet (MSDS) or product safety data sheet (PSDS). This includes green chemicals or any other chemicals to be utilized.

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**:

1. **Bathrooms and Mothers Rooms** – (Total of 27 Bathrooms and 2 Mothers Rooms)
 - a. Empty all trash, clean bins, and replace plastic liners.
 - b. Sweep and mop all floors with soap and water and a disinfectant cleaning solution found on the EPA register daily.
 - c. Vendor shall replenish all restroom supplies to include toilet paper (in every dispenser), toilet seat covers, hand soap, paper towels, deodorizers and any other required supplies. The Vendor shall furnish sufficient quantities in the restrooms to last all day, to include replenishment during the day as necessary.
 - 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, cabinet morrows and exposed sink drains. Floor drains shall have enough sanitizer poured into them to be safe in the morning.
 - e. A caution wet floor sign shall be placed in front of each door while cleaning. Caution signs shall not be removed until the floors are completely dry AND no longer than one hour after the cleaning of the bathroom is completed.
2. **Entrance Ways and Foyers**- Total of 5 Foyers (1 Front Main and 4 Back Entrance Areas)
 - a. Areas shall be swept and vacuumed daily.
 - b. Sweep/vacuum all floors in public and heavy traffic areas, including elevator and elevator door tracks.
 - c. Foyer/lobby areas shall be kept dust and debris free to include dusting of all furniture.
 - d. All entrance door handles, elevator buttons, arms of furniture and main reception areas shall be sanitized.
 - e. All window frames, ledges, decorative or display items must be free of dust, debris and cobwebs.

- f. Remove all spots, stains, embedded debris, loose paper, pins, clips and other trash out of mats.
- g. The carpeted area shall not be allowed to become flat or matted.

3. Trashcans and Cigarette Receptacles

- a. Empty all exterior trashcans and wipe clean with damp cloth (wash if needed). All exterior trashcan liners shall be replaced daily to maintain cleanliness and eliminate odors.
- b. Empty all interior trashcans and wipe clean with a damp cloth (wash if needed) and add new plastic liners daily. This includes all offices, break room, coffee bars and catering kitchen, etc.). Lab trash cans will be well marked on floorplan where pick up is needed.
- c. Wipe down all cigarette receptacles in designated smoking areas on the complex. Empty daily or when half full.
- d. Employees will place trash cans outside of their workstations by 8:30 am daily if they need to be emptied.

4. Office Areas

- a. Remove all spots, stains, embedded debris, loose paper, pins, clips, and other trash out of carpet.
- b. Dust arms of chair, tops of cubicles. Do not touch desktop, computer, or other office equipment.

5. Water Fountains and Dispensers

- a. Clean and sanitize all water fountains and dispensers with soap and water and keep free of debris.
- b. Empty and clean drip trays (if applicable).
- c. Stainless steel type fountains shall be cleaned with stainless steel cleaner/polish.

6. Five (5) Coffee Bars, Catering Kitchen (A202C) and Large Breakroom (A301, A301A)

- a. Clean and sanitize all door handles, sinks, counter tops, tables, arms of chairs, front of appliances including refrigerator, freezer and microwaves and back splashes.
- b. Clean window seals in Large Breakroom to remove dust and debris.
- c. Wet mop or scrub all tile with soap and water using disinfectant cleaner in order to keep the floors clean and sanitary.
- d. Remove all trash from trashcans and dispose of properly.
- e. A "caution wet floor" sign shall be placed in front of each door while cleaning.
- f. Replenish paper towels, liquid hand soap and liquid dish soap as needed to maintain a continuous supply at the sinks.

7. Lab Areas

- a. Labeled floor plan will be provided to show the lab areas where sweeping and mopping is required.
- b. Labeled floor plan will be provided to show which lab areas can be entered for trash pick-up and where trash will be placed in hallways for pick up.
- c. Paper towels to be provided to the labs to restock receptacles.

8. Other

- a. Sanitize all door handles in conference rooms and hallways.

Weekly Cleaning

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

Stairwells and Elevators

- a. There are six (6) stairwells and three (3) elevators.

- b. Place “caution wet floor signs” in front of each stairwell door on ground, first and second floor.
 - c. Stairs and landings must be swept and mopped.
 - d. Window seal, corners (floor to ceiling), and above doorways must be cleaned, free of dust and debris.
 - e. Railings shall be dusted so that they are free of dust and debris and sanitized.
 - f. Cautionary signs shall be left up until entire stairwell is dry.
 - g. The elevator tracks must be swept and free of debris weekly
- 2. Foyers and Lobby** Total of 5 Foyers (1 Front Main and 4 Back Entrance Areas)
- a. All Lobbies must be mopped. Place ‘Caution Wet Floor’ sign outside of the area being cleaned.
- 3. Conference and Training Rooms**
- a. All conference and training rooms tables must be wiped and sanitized.
 - b. The window ledges and seals must be cleaned and free of debris and cobwebs.
- 4. Vacuuming**
- a. All carpeted areas in the building must be vacuumed.
 - b. All conference rooms, outside and around workstations, within workstations and offices must be vacuumed.
 - c. Vacuuming must be completed to provide the least amount of noise disruption.
 - d. The inside office personnel will be notified of the vacuuming schedule and will have their door open by a designated time if they want their office vacuumed that week.
 - e. Any offices with closed doors at the designated time do not need to be vacuumed until the following week.
- 5. Miscellaneous**
- a. Both showers will be cleaned and sanitized. Place “caution wet floor” sign outside of the area being cleaned.
 - b. The loading dock area and Shipping/Receiving area must be swept.
 - c. Per the facility policy “Refrigerators-Employees Breakroom” Every Friday afternoon, consolidate all food, drinks, and condiment products, including their containers/bags in the refrigerators in Employee Breakroom, into one refrigerator labelled” abandoned food”. Wipe down the refrigerator shelves and inside surfaces. Every Monday, discard any items remaining in the abandoned food shelf including containers.
 - d. Clean drip trays of Keurig coffee makers in the breakroom and all coffee bars.

Monthly Cleaning

The following tasks must be accomplished during daily shifts between the first (1st) and tenth (10th) workday. The exact times will be coordinated with the Site Coordinator:

- a. The inside glass of front entrance and back entrance doors and inside windows must be cleaned.
- b. All ground floor storage rooms must be swept. Storage rooms are A142, A143, A144, A145, A146, A141, A140.

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

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.

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet monthly with the State for Project 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.

6.3 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.

6.4 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 Administrator.

Acceptance of Vendor’s work product shall be based on the following criteria:

Consistently provide acceptable professional services, supervision, security of the building, materials, training, approved equipment and supplies or disregard of the policies and procedures specified herein and as determined by the Contract Administrator and the Department of Agriculture and Consumer Services Purchasing Officer. The Contracting Agency reserves the right to determine if services are being performed satisfactorily. A high level of cleanliness and compliance with specifications is required in the performance of this contract.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 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 2 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.

6.6 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.

6.7 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.

6.8 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
ATTACHMENTS START ON THE FOLLOWING PAGE**

7.0 ATTACHMENTS

****IMPORTANT NOTICE**
RETURN THE REQUIRED ATTACHMENT WITH YOUR RESPONSE**

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB which can be found in the table below:
Price is to include all Materials and Services

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):	\$ _____	\$ _____