



STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Invitation for Bid #: 46-DNCR-25-2090

Janitorial Services for State Library's Accessible Books and Library Services

Date of Issue: Feb. 25, 2025

Bid Opening Date: March 19, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Joseph Perez

Procurement Specialist II

Email: joseph.perez@dncr.nc.gov

Phone: 919-814-6733



STATE OF NORTH CAROLINA

Invitation for Bid

46-DNCR-25-2090

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 Natural and Cultural Resources	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Joseph Perez	Invitation for Bid #: 46-DNCR-25-2090
	Bids will be publicly opened: March 19, 2025 at 2:00 PM ET
Using Agency: State Library of North Carolina	Commodity No. and Description: 761115 General Building and Office Cleaning and Maintenance Services
Requisition No.: RQ164236	

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:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: 46-DNCR-25-2090

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) 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><u>FOR STATE USE ONLY:</u> 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 Department of Natural and Cultural Resources)</p>
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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Natural and Cultural Resources, State Library (Department), requires a qualified Vendor to perform routine and semi-annual janitorial services at the Accessible Books & Library Services (“ABLS”) located at 1841 Capital Boulevard, Raleigh, NC 27635.

ABLS requires a Vendor to perform janitorial services five (5) times per week as well as additional services performed once per year. The specifications of this Invitation for Bids (IFB) refer to approximately 21,000 net square feet on one (1) floor. This space contains two (2) restrooms, 7,200 square feet carpeted office area, 800 square feet of tile/office area, 13,000 concrete floor warehouse and one (1) kitchen/break room. For the purpose of this contract, Common Areas are defined as those areas that are used daily by majority of occupants such as, but not limited to, entrances, hallways, rest rooms, break areas, etc.

Vision impaired employees and patrons work and visit this site, so it is imperative to take special care in returning all moved furniture, trash cans, etc. to their original location. They may be injured if this is not done correctly.

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

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”).

The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date.

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://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>.

2.3 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	February 2, 2025
Hold Site Visit	State	March 7, 2025 at 9:00 AM
Submit Written Questions	Vendor	March 12, 2025 by 5:00 PM
Provide Response to Questions	State	March 14, 2025 by 4:00 PM
Submit Bids	Vendor	March 19, 2025 at 2:00 PM
Contract Award	State	TBD

The Department of Natural and Cultural Resources will be conducting live bid openings over conference call. Below is the call-in information for this procurement’s bid opening scheduled for Wednesday, March 19, 2025, at 2:00 PM ET.

Call-in telephone number: 1-984-204-1487
Phone Conference ID number: 698 432 691#

2.5 SITE VISIT

Mandatory Site Visit

Date: March 7, 2025
 Time: 9:00 AM Eastern Time
 Location: 1841 Capital Boulevard
 Raleigh, NC 27635
 Contact #: Catherine Rubin- (984) 236-1100

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site. 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 # 46-DNCR-25-2090 – 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) Vendor’s Response. (Section 5.1, Section 6.1)
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) 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. 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:

Procurement Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.

Contract Manager: Representative of the Department of Natural and Cultural Resources or awarded Vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

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 once per month. 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, Purchase Order Number, Service Descriptions, Price, Quantity, and Unit of Measure.

Invoices must be submitted to the following address:

Accounts Payable
Department of Natural and Cultural Resources
4605 Mail Service Center
Raleigh, NC 27699-4605

Or Invoices can be emailed to:

DNCRaccountspayable@dnrc.nc.gov

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 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. 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 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.

4.7 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:

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

4.9 ESTIMATED QUANTITIES

All quantities listed in the IFB are estimates based on the State’s historical and anticipated needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities. The Department reserves the right to increase or decrease service pick-ups based on need.

5.0 SPECIFICATIONS AND SCOPE OF WORK

Vendor shall perform janitorial services five (5) times a week as detailed in this scope of work on Monday through Friday between the hours of 5:00 pm and 7:30 AM as arranged with the Contract Manager. Janitorial service shall be complete and efficient, including all reasonable and necessary labor, supervision, equipment and supplies in order to keep contracted areas clean and properly supplied per specifications contained herein.

5.1 TASKS/DELIVERABLES

The Vendor shall:

VENDOR’S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
1	Perform janitorial service as detailed in this Section 5.1, Tasks/Deliverables, between the hours of 5:00 pm and 7:30 am. ABLs is closed on Saturday, Sunday and on State holidays. The exact times shall be coordinated with the Contract Manager.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Provide the services no less frequently than the schedule specifies. The Contract Manager will inspect the premises on a random basis to ascertain whether the services are being provided.	
3	<p>Perform the required daily tasks throughout the entire Common Areas:</p> <p>Rest Rooms: Clean all rest rooms in building.</p> <ul style="list-style-type: none"> a. Sweep all floors. b. Wet mop with disinfectant cleaner daily. c. Clean sinks and countertops. d. Damp wipe and polish all chrome surfaces and mirrors. e. Clean all walls and partitions, dust ledges, and grills. f. Empty all trash cans. Plastic liners must be changed daily. g. Clean, deodorize and disinfect all traps, drains, toilets and urinals. h. Replenish all restroom supplies, including hand soap, soap dispensers which do not leak, toilet tissue and paper towels each night. At least two rolls of toilet paper will be on the back of each toilet and a full roll placed in each toilet paper holder each night. Correct size of paper towels should be in dispensers and filled every night. Quantities stored on site must be sufficient to meet the needs of the site and its users/staff. <p>Break Room:</p> <ul style="list-style-type: none"> a. Sweep floor and spot clean as needed. b. Empty all trash cans, except recycling bins and replace all liners. c. Clean sink area, tables and countertop. <p>General</p> <ul style="list-style-type: none"> a. Vacuum volunteer work area, front entrance and lobby, including walk-off mat. b. Clean and polish all chrome fixtures, including drinking fountains and water bottle filling stations. c. Empty all trash cans in common areas, conference room, offices, and other work areas, and replace liners as needed. Deposit all trash and boxes in dumpsters designated for that purpose. DO NOT LEAVE TRASH OR BOXES IN OFFICES OR BUILDING. 	

	<ul style="list-style-type: none"> d. Replace all trash cans exactly where they were (there are vision impaired employees and patrons that may be injured if this is not done correctly.) e. Collect and break down all cardboard boxes clearly marked with the word "trash." <p>Warehouse:</p> <ul style="list-style-type: none"> a. Empty all trash cans, except recycling bins. b. Sweep areas under and around each work table.
4	<p>Perform the required weekly tasks throughout the entire Common Areas:</p> <ul style="list-style-type: none"> a. Vacuum all carpeted floors and spot treat all stains. b. Sweep all uncarpeted floors including warehouse floor. c. Mop all uncarpeted floors except warehouse floor, which shall be mopped every other month. d. Sweep or blow off around the outside entrances and sidewalks. Clear spider webs from doors and entrances. e. Clean front door glass. f. Dust furniture, bookcase, exposed desks, etc. in common areas, conference room, offices and other work areas, except warehouse shelving. g. Clean sink in Room 18.
5	<p>Perform the required quarterly tasks throughout the entire Common Areas: Strip, buff and wax the tile floors in the two (2) bathrooms and break room.</p>
6	<p>SUPPLY ALL CLEANING SUPPLIES, EQUIPMENT, AND PLASTIC TRASH CAN LINERS (X-large, large and small). **The Department will supply paper towels, hand soap, and toilet paper.</p>
7	<p>Arrange to have Photo ID made to be able to enter the building. Both the Photo ID and the entry keys are necessary for entry to the ABLs. The Vendor shall prioritize protecting the Photo IDs and the keys. Photo IDs and keys shall be returned at the termination of the Contract.</p>
8	<p>Be responsible for and provide general supervision of all its employees working under this Contract. Whenever any employee(s) is/are working, there shall be a designated supervisor directing his/her work. The supervisor must have the ability to communicate fluently in English and in the language of the other employees, if different from English. If no other staff member speaks English, then Supervisor must be on site.</p>
9	<p>Abide by the following rules along with Vendor's employees:</p> <ul style="list-style-type: none"> a. Wear an identification badge or distinct uniform (uniform to include the name of the janitorial company) provided by the Vendor at all times while on the premises. b. Not disturb any papers, boxes or other materials except that are in trash receptacles or designated areas for trash unless such material is properly identified as trash. c. Report any property loss or damage to their supervisor immediately. The supervisor shall report such damage within twenty-four (24) hours to the Department in writing, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the Contract. d. Not open drawers, file cabinets, or use any desk or telephone unless given specific approval by the Department. e. Not leave keys in doors or admit anyone into the building or office who is not an employee of the Vendor. f. All doors which were locked upon entry will be immediately relocked. g. Not clean or move copy machines or other office machines, except those specifically requested by the Department. h. Leave notes to the Contract Manager anytime outside lighting is not working the same day as discovery of any non-working lights.

	<ul style="list-style-type: none"> i. Not engage in idle or unnecessary conversation with state employees, other employees of the Vendor, tenants or visitors to the building. j. Not remove any article or materials from the premises, regardless of its value or regardless of any employee’s or tenant’s permission. This is to include the contents of any item found in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose. <p style="text-align: center;">Upon written request of the Department to the Vendor, any Vendor’s employees who fail to abide by these or other rules established by the Department will be immediately removed from the job and replaced.</p>
10	Retain a completed and verified Federal Form I-9 on each worker performing services pursuant to this RFQ.

5.2 SAFETY

The Vendor shall ensure all employees follow the manufacturer’s instructions for proper product use of all cleaning and polishing supplies used on flooring, countertops and surfaces in the assigned building. The Vendor is to ensure all Safety Data Sheets (SDS), or previously known as Material Safety Data Sheets (MSDS) are made available to their employees, and that they are made aware of the SDS’s use and purpose. The Vendor shall ensure all employees are following the established safety practices and utilize the appropriate Personal Protective Equipment (PPE), for any cleaning supplies being used by the employee.

5.3 RULES

Employees of the vendor shall not disturb any papers, boxes, or other materials except that are in trash receptacles or designated areas for trash or unless such material is properly identified as trash.

Employees of the vendor shall report any property loss or damage to the Vendor’s Supervisor immediately. The Supervisor shall report such damage immediately to the Contract Manager in writing, specifying the location and extent of damage.

Employees of the vendor shall not open drawers, file cabinets, or use any telephones unless given specific prior approval by the Department.

Employees of the vendor shall not admit anyone in the building or any office who is not a designated employee of the Vendor (i.e., children, relatives, friends, etc.). All doors, which were locked upon entry, will be immediately re-locked.

Employees of the vendor shall not engage in idle or unnecessary conversation with State employees, other employees of the Vendor, or visitors to the building.

Employees of the vendor shall not remove any articles or materials from the premises, regardless of its value or regardless of any employee’s or tenant’s permission. This is to include the contents of, or any item found in, trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose. Items identified as suitable for recycling are to be placed in appropriate recycling containers.

Employees of the vendor shall abide by rules and regulations set forth by the North Carolina Department of Natural and Cultural Resources that affect the performance of the work.

Each employee of the Vendor should have at least six (6) months to twelve (12) months of experience as a janitorial employee. Supervisory employees should have at least one (1) year of experience as a cleaning supervisor.

Upon written request of the Contract Manager to the Vendor, any Vendor’s employee who fails to abide by these or other rules established by the Department will be immediately terminated.

5.4 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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.

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.

Department of Natural and Cultural Resources Contract Administrators	
Contract Manager For All Day-To-Day Activities Described In Section I, Scope of Work	Procurement Lead For All Other Contract Issues
Catherine Rubin Director SLNC Accessible Books & Library Services 1841 Capital Blvd. Raleigh, NC 27635 Phone: (984) 236-1100 Email: catherine.rubin@dncr.nc.gov	Joseph Perez Procurement Specialist II Department of Natural and Cultural Resources 109 East Jones Street Raleigh, NC 27635 Phone: (919) 814-6733 Email: joseph.perez@dncr.nc.gov

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically 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 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Manager if requested. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within fifteen (15) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Manager for approval.

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.

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

Work is performed to the satisfaction of the Department Contract Manager.

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.

6.6 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 one (1) month 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 Procurement Lead.

6.9 ATTACHMENTS

All attachments to this IFB 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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ATTACHMENT A: PRICING FORM

The Bid Price shall be submitted ONLY on the form and in the format provided.

The Vendor shall not alter the pricing sheet in any way, or the quote shall be deemed non-responsive and shall not be evaluated further.

ITEM NO.	QTY.	UOM	DESCRIPTION	SERVICE RATE (A)	ANNUAL SERVICE RATE (Per Month Rate X 12, Per Quarter Rate X 4)
1	12	Month	Provide Janitorial Services five (5) days per week (Monday – Friday Evenings) with daily and weekly tasks for fifty-two (52) weeks per year specified in 5.1.	\$ _____ Per Month.	\$ _____
2	4	Quarter	Provide Janitorial Services with quarterly tasks specified in 5.1.	\$ _____ Per Quarter	\$ _____
3	Total Turn-Key Price				\$ _____

ATTACHMENT H: CHECKLIST FOR DAILY SERVICE

Checklist for Daily Service

This must be completed, signed and sent in with each invoice.

Yes	No	Description of Task	Comments
General			
		Vacuum Volunteer work area, front entrance and lobby, including walk-off mat.	
		Clean and polish all chrome fixtures, including drinking fountains.	
		Empty all trash cans in common areas, conference room, offices, and other work areas, and replace liners as needed. Deposit all trash and boxes in dumpsters designated for that purpose. DO NOT LEAVE TRASH IN OFFICES OR BUILDING.	
		Replace all trash cans exactly where they were (there are blind and low vision employees and patrons that may be injured if this is not done correctly.)	
		Collect and break down all cardboard boxes clearly marked with the word "trash".	
Rest Rooms			
		Sweep all floors.	
		Wet mop with disinfectant cleaner daily.	
		Clean sinks and countertops.	
		Damp wipe and polish all chrome surfaces and mirrors.	
		Clean all walls and partitions, dust ledges and grills.	
		Empty all trash cans. Plastic liners must be changed daily.	
		Clean, deodorize and disinfect all traps, drains, toilets and urinals.	
		Replenish all rest room supplies, including hand soap, soap dispensers which do not leak, toilet tissue and paper towels each night. At least two rolls of toilet paper will be on the back of each toilet and a full roll placed in each toilet paper holder each night. Correct size of paper towels should be in dispensers and filled every night. Quantities stored on site must be sufficient to meet the needs.	
Break Room			
		Sweep floor and spot clean as needed.	
		Empty all trash cans, except recycling bins and replace all liners.	
		Clean sink area, tables and countertop.	

Warehouse			
		Empty all trash cans, except recycling bins.	
		Sweep areas under and around each worktable.	

This checklist must be submitted for the invoice to be paid.

DNCR Contract Manager

Vendor Representative

Date

Checklist for Weekly Service

This must be completed, signed and sent in with each invoice.

Yes	No	Description of Task	Comments
		Vacuum all carpeted floors and spot treat all stains.	
		Sweep all uncarpeted floors including warehouse floor.	
		Mop all uncarpeted floors except warehouse floor, which shall be mopped every other month.	
		Sweep or blow off around the outside entrances and sidewalks. Clear spider webs from doors and entrances.	
		Clean front door glass.	
		Dust furniture, bookcases, exposed desks, etc. in common areas, conference room, offices and other work areas, except warehouse shelving.	
		Clean sink in Room 18.	

This checklist must be submitted for the invoice to be paid.

DNCR Contract Manager

Vendor Representative

Date

Checklist for Quarterly Service

Yes	No	Description of Task	Comments
		Strip, buff and wax the tile floors in the two (2) bathrooms and break room.	

This checklist must be submitted for the invoice to be paid.

DNCR Contract Manager

Vendor Representative

Date