



**TRANSYLVANIA COUNTY  
REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES  
BREVARD, NORTH CAROLINA**

**Issue Date: Friday, January 13, 2017  
Bid Due Date: Friday, February 10, 2017**

## **INTRODUCTION**

Transylvania County, (hereinafter the "County"), is soliciting proposals from qualified professional firms to provide janitorial services for the Department of Housekeeping. The contract will be for a term of 12 months with the option for a 12-month extension for up to a maximum of thirty-six months.

## **SCOPE OF WORK**

Janitorial services will be provided by the contractor to the following Transylvania County Buildings:

<i>Building</i>	<i>Address</i>
Public Safety Facility – Building B	155 Public Safety Way, Brevard, NC 28712
Parks & Recreation	1078 Ecusta Road, Brevard, NC 28712

A list of tasks is outlined in Exhibit A. Property Square Footage is outlined in Exhibit B. The specifications attached represent the minimum quality and frequency of service for each cleaning activity. These requirements are intended for the protection of all bidders and to insure that all bids submitted shall be upon a fair and comparable basis and that prices submitted shall not be subject to correction or alteration.

### **Contractor Responsibilities**

- Furnish all cleaning and finishing materials. The quality and grade of these materials shall be in compliance with current cleaning and finishing materials used in other County buildings to provide a safe, healthy environment, free from hazardous chemicals and toxins.
- Furnish all cleaning and finishing equipment.
- Furnish copies of Material Safety Data Sheets (MSDS) sheets to the Maintenance Supervisor for all products used at each Facility.

### **County Responsibilities**

- Furnish paper products including multifold towels, paper towels, and toilet tissue.
- Furnish soap for dispensers.
- Furnish trash can liners.

## **GENERAL CONDITIONS**

### **Compliance with Laws**

In submitting a proposal, each Contractor agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the services covered by the RFP. Each Contractor further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include but shall not be limited to Workers' Compensation laws, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFP.

## Insurance Requirements

The Contractor must have, or obtain, and maintain an insurance policy that meets the following minimum requirements:

1. shall be issued by an insurance carrier acceptable to the County;
2. shall be kept in force throughout performance of the Contractor's services and for one (1) year after the end of such performance;
3. shall be an occurrence policy; and,
4. shall be evidenced by a certificate of insurance acceptable to the County which provides that the coverage evidenced thereby shall not be substantially modified or canceled without twenty-eight (28) calendar days prior written notice to the County. Transylvania County must be listed as an additional insured on the certificate with a notation of the project name.
5. Limits of coverage to be included on certificate of insurance are:
  - **General Liability: \$1,000,000 per Occurrence / \$2,000,000 Aggregate**
  - **Automobile Liability: \$1,000,000 per occurrence**
  - **Worker's Compensation: \$500,000**
  - **Custodian Bond: \$10,000**

## Security

Contractor must meet all security requirements for the Contractor and employees of that Contractor that may be accessing the Public Safety Facility as established by NC Office of Administrative Hearings, Title 14B, Chapter 18, Subchapter B sections, .0101, .0103, and .0104 and present documentation to both servicing agencies that occupy the Public Safety Facility as required by this ruling for processing to determine if they can be allowed access to the facility.

Security requirements include:

- At the expense of the Contractor, any contractor employee must submit to a criminal background check and fingerprinting by the Transylvania County Sheriff's Office and 911 Communications Department per North Carolina State Bureau of Investigation (NCSBI) requirements. Persons with a felony record are not eligible to work on County property.
- Contractor must ensure employees receive required training per NCSBI requirements.
- Contractor employees must wear County assigned Identification Card (ID) and Access Card at all times while working on County property. Contractor is responsible for replacement cost of lost ID.

Either agency, Transylvania County Sheriff's Office or 911 Communications Department, occupying the Public Safety Facility can deny access to the facility based on any infraction with Title 14B, Chapter 18 and make immediate recommendation for termination of the contract based on any violation of Title 14B, Chapter 18.

When an employee is terminated, immediate notification is to be provided to the County that the employee has been terminated. During the term of the contract, prior to any new employee commencing work, the Contractor must follow the same procedures for any new employees assigned to work on County property.

## Schedule

Work must be performed during regular operation hours, 8:30 am to 5:00 pm, Monday through Friday excluding County holidays.

Arrangements for completion of additional services will be made during hours when buildings are closed.

## Inspections

Contractor shall make visual inspections randomly to make sure employees are complying with the requirements of the contract. The County may inspect the buildings on a random basis to ascertain whether the services are being performed as agreed.

## **BID PROCESS AND INSTRUCTIONS TO BIDDERS**

### **Pre-Bid Visual Site Inspections**

All Bidders will be required to make visual site inspections of the County buildings prior to submitting a proposal. The scheduled date for these inspections is **Friday, January 20, 2017**. Please plan to meet Mr. David McNeill, Assistant County Manager, in the Public Safety Facility lobby **no later than 9:00 am EST**. **Exhibit C is provided as reference for the visual site inspection of the Public Safety Facility and it is recommended to bring this document.** Upon completion of the first visual site inspection, bidders will report to the Parks & Recreation Building lobby for the second visual site inspection. Mr. McNeill will lead both inspections.

An alternate date and time of **Monday, January 23, 2017 at 9:00 am EST** has been assigned if inclement weather occurs on the original visual site inspections date. To confirm closing of these official buildings due to inclement weather, please call (828) 884-3188.

### **Standard Form Requirements**

Contractors submitting a Bid represent that they have read and understand this Request for Proposal (RFP), have visited the site, are qualified to perform the work described in the Scope of Work and agree to comply with the stipulations presented in the General Conditions.

### **Bidding Documents**

Proposals shall be submitted on the attached Proposal/Bid Form. A monthly price should be listed for each separate location and a total monthly price for all locations. An authorized official/person acknowledging full understanding of the information contained in this RFP must sign the Proposal/Bid Form.

The County does not assume responsibility for errors of misinterpretation resulting from the use of incomplete documents. It is the responsibility of each contractor to inquire directly with the County about any aspect of the Bidding Documents that is not fully understood or is believed to be susceptible to more than one interpretation. **Transylvania County will accept all questions regarding this RFP in writing until 5:00 pm EST on Friday, January 27, 2017.** Written questions can be submitted to April Alm, Transylvania County, 101 South Broad Street, Brevard, NC 28712, faxed to 828-884-3119 or emailed to [April.Alm@transylvaniacounty.org](mailto:April.Alm@transylvaniacounty.org).

Interpretations, corrections and changes of Bidding Documents will be made by Addenda. Revisions to Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

Each Bidder shall ascertain prior to submitting a Bid that he has received all Addenda issued and shall acknowledge their receipt on the Bid Form. **Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive, and therefore rejected.**

### **Submission of Bid**

Transylvania County will receive bids by mail or delivered in person **no later than 5:00 pm EST on Friday, February 10, 2017** at the address below. **Bids received after this time will not be accepted.**

One (1) copy of the bid is to be submitted on the Proposal/Bid Form provided in the Bid Package. Submit bids addressed to:

**April Alm, Purchasing Agent  
Transylvania County  
101 South Broad Street  
Brevard, NC 28712**

Please clearly label envelope with Project Name, Bidders Name, and Business License Number on the outside of envelope. Transylvania County reserves the right to waive irregularities and to reject any and all bids.

All information requested on the attached Bid Form must be provided. If an item is not applicable, please indicate so by writing in "N/A".

***Incomplete forms may cause the bid to be considered non-responsive, and therefore rejected.***

### **Consideration of Bids**

Transylvania County will review and evaluate the Bids on the following criteria:

- Ability to comply with specifications identified in Exhibits A and B
- Monthly Cost
- References

### **Award and Notification**

The award will be granted to the Contractor who submits the lowest responsible, responsive bid using the evaluation criteria outlined above. The County will notify the selected bidder in writing. The Contractor should be prepared to have the bid incorporated, along with all other written correspondence concerning this RFP, into the contract. Any false or misleading statements found in the bid will be grounds for disqualification. All bids submitted shall be valid for a period of 45 days from the deadline for submitting the bid.

### **Right to Reject Bids**

Transylvania County reserves the right to reject any or all bids, with or without cause, when such rejection is determined to be in the interest of the County. Transylvania County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or who is not in a position to provide the terms and conditions of the project as determined by the County.

### **CONTRACT**

It is expressly understood by bidders that a contractual agreement must be properly signed and executed by the County and the Contractor to consummate the transaction prior to commencement of work.

The contract will be for a term of 12 months with the option for a 12-month extension for up to a maximum of thirty-six months.

### **Contract Requirements**

#### **Contract**

Upon acceptance and award of a contractor's bid, the contract between the Contractor and the County shall be comprised of (a) the RFP and addenda, (b) the selected bid (response to the RFP by the Contractor) and any attachments thereto, (c) the contract documents as defined in the RFP and (d) all other written communications between the County and the Contractor concerning the transactions. The RFP will govern in the event of conflict between the RFP and the selected bid.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

#### **Bidder Incurred Costs**

The County will not be liable for any cost incurred by Bidders prior to the contract award date.

#### **Payment**

Payment terms will be negotiated with the awarded Bidder. Invoices approved for payment by 5:00 pm Friday will be paid the following Friday.

#### **Default**

In case of default by the Contractor, the County may procure the articles and/or services called for in the contract from other sources and hold the Contractor responsible for any excess cost associated therewith. The performance of the contract may be terminated by Transylvania County in accordance with this clause, in whole or in part, in writing whenever the County shall determine that the Contractor has failed to meet performance requirements of the contract.

#### **Assignment**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County; its rights, title, or interest herein; or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Transylvania County.

#### **Governing Law and Forum**

The contract between the County and the Contractor shall be governed in accordance with the laws of the State of North Carolina.

#### **Amendments and Modifications of Contract; Waiver of Contract Terms**

The contract between the County and the Contractor shall not be amended or modified, nor any of its terms waived, except in writing and executed by the party against whom enforcement of the amendment, modification, or waiver is sought.

#### **Indemnification**

The Contractor shall indemnify and hold Transylvania County, its officers, agents, and employees harmless from liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including

attorneys' fees that (a) arise out of, are connected with, or result directly or indirectly from the Contractor's failure to perform any of its obligations under this RFP; or (b) result from any negligent act or omission of the Contractor, its employees or agents in the performance of services; or (c) are a result of breach of any of the Contractor's warranties. The indemnification responsibilities created by this section shall survive and be enforceable after the contract between the County and the Contractor terminates or expires, and they shall be terminated only by the written agreement of the Contractor and the County.

## EXHIBIT A

### DUTIES:

#### 1. DAILY

- a. Offices, Halls, Meeting and Conference Rooms
  - Clean and sanitize all drinking fountains.
  - Spot clean countertops and table tops.
  - Dust office furniture, counters, railings and other surfaces. Dust office desks by request only.
  - Clean and remove fingerprints from doors, baseboards, door frames, light switches, kick and push plates and handles.
  - Remove dust and cobwebs.
  - Vacuum all carpet areas.
  - Sweep outside entrances and clean door mats.
- b. Waste Control Maintenance
  - Empty all wastebaskets and trashcans and replace liners.
  - Empty all Outside Trash Receptacles replacing liners.
  - Empty Outside Cigarette Butt Containers.
  - Take all collected waste to Outside dumpster.
- c. Restroom Maintenance
  - Clean and sanitize all bathroom fixtures including sinks, hand basins, toilets, urinals and baby changing stations.
  - Clean, sanitize, and polish all walls, vanities, bright surfaces and partitions.
  - Remove spots, stains, and splashes from walls adjacent to sinks and hand basins.
  - Clean mirrors.
  - Refill all soap dispensers, hand towels and toilet paper dispensers.
  - Clean the exterior of all dispensers.
  - Clean, mop and sanitize floors.
- d. Breakroom / Kitchen Maintenance
  - Clean and sanitize counter tops, table tops, sinks, and wipe out chairs.
  - Clean and sanitize cabinets outside only.
  - Clean and sanitize all trash containers and disposals.
  - Remove fingerprints from doors, frames, light switches, kick and push plates and handles.
  - Clean, mop and sanitize floors.
  - May require touch-up cleaning after meetings.
- e. Glass Maintenance
  - Clean all glass doors daily.
  - Clean all interior glass in partitions and doors.
  - Clean glass on all entrance doors and lobby.

#### 2. WEEKLY

- Vacuum upholstered furniture.
- Remove marks or splashes off of furniture.
- Clean and sanitize all telephones.
- Clean, mop, and sanitize remaining tile floors.
- Clean microwave ovens inside and out.



### **3. MONTHLY**

- Thoroughly clean and polish all furniture (tables and benches) in the Magistrate area.
- Dust and clean all ledges and window sills.
- Clean all mini blinds as needed.
- Clean all chair mats as needed.

### **4. ADDITIONAL DUTIES**

- Meeting and Conference Rooms may require touch-up cleaning after meetings.
- The Magistrate area requires periodic touch-up cleaning due to traffic flow.
- Arrange furniture neatly after cleaning daily.
- Breakdown boxes, empty recycle bins, and collect shredded materials from copier rooms. Place these recyclable materials in designated recycling location areas daily.
- Keep Janitorial Closet neat and clean daily.

### **5. ADDITIONAL FLOOR MAINTENANCE**

- Other additional services may be requested by the County for an additional negotiated cost.

### **6. ADDITIONAL JANITORIAL REQUIREMENTS**

- Notify County contact of any observed unlocked doors or lights left on that should be turned off.
- Turn off lights, except those requested or required to be on, and lock doors after completion of cleaning.
- Notify County contact of supply needs which are provided by the County such as trash can liners, etc.
- Notify County contact of defective plumbing, electrical problems, or damages that require attention.

**EXHIBIT B****Public Safety Facility- Building B****155 Public Safety Way  
Brevard, NC 28712**

<b>Area</b>	<b>Square Footage</b>
Magistrate Area (Restroom Included)	1,762
Jailer Office Space	464
Building B (Restrooms Included; Evidence Storage and Vehicle Bay Removed )	24,001
<b>Total:</b>	<b>26,227</b>
<b>Restrooms</b>	<b>Square Footage</b>
Magistrate BR: S207	71
Public BR A104 Women's	190
Public BR A105 Men's	190
911 Dispatch BR A302 Women's	60
911 Dispatch BR A303 Men's	60
Emergency Services BR A210 Men's	110
Emergency Services BR A211 Women's	113
Locker Room A703 Men's	660
Locker Room A704 Women's	364
Sheriff BR A120	44
Sheriff BR A121	44
Sheriff BR A512	51
<b>Total:</b>	<b>1,957</b>

**Parks & Recreation****1078 Ecusta Road  
Brevard, NC 28712**

<b>Area</b>	<b>Square Footage</b>
Lobby	1,040
Multipurpose Room	1,609
Office Area	963
Men's Restroom	264
Women's Restroom	264
<b>Total:</b>	<b>4,140</b>

## Public Safety Facility, Jailer Office Space & Magistrate Area



## PROPOSAL/BID FORM

TO: April Alm  
Transylvania County Finance Office  
101 South Broad Street  
Brevard, NC 28712

I have received the documents entitled: **Transylvania County Request for Proposal for Janitorial Services, Brevard, NC.** I have received Addenda # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ and have included their provisions in my Proposal. I have examined both the documents and two Transylvania County sites and submit the following proposal. This proposal includes all work as indicated in the Scope of Work and Exhibits A and B.

In submitting this proposal, I agree:

1. To hold my bid open for 45 days.
2. To enter into and execute a Contract, if awarded, on the basis of this proposal.
3. To accomplish the work in accordance with the Contract Documents.
4. To provide Transylvania County with Certificate of Insurance with coverages as outlined in the bid package.

Building	Monthly Rate
<b>Public Safety Facility – Building B</b>	\$
<i>Note: Current Frequency for Daily Tasks</i>	<i>Five Times/ Week</i>
<b>Parks &amp; Recreation</b>	\$
<i>Note: Current Frequency for Daily Tasks</i>	<i>Three Times/Week</i>

TOTAL FOR ALL LOCATIONS: \$ \_\_\_\_\_ PER MONTH

Pricing for Additional Services		
Carpet Shampooing / Cleaning		Per Hour
Machine Floor Scrubbing		Per Hour
Floors Strip and Refinish		Per Hour
Windows Interior		Per Hour
Windows Exterior		Per Hour
Additional Cleaning Not in Contract		Per Hour

Main Company Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_



State of North Carolina

AFFIDAVIT

County of Transylvania

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a bid for contract or desire to enter into a contract with the County of Transylvania.
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

\_\_\_\_\_ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification for work authorization while the employee is employee and for one year thereafter; or

\_\_\_\_\_ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

\_\_\_\_\_ After hiring an employee to work in the United State the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

\_\_\_\_\_ Employee less than twenty-five (25) employees in the State of North Carolina. Specify subcontractor:\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print or Type Name

State of North Carolina    County of Transylvania

Signed and sworn to (or affirmed) before me, this is the \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

\_\_\_\_\_, Notary Public

[OFFICIAL SEAL]

My Commission Expires: \_\_\_\_\_

**BIDDERS CHECK LIST:**

- 1. One Copy of Bid Form**
  - a. Note Addenda Received (all Addenda issued by number)**
  - b. Bid Form must be completely filled in to be considered responsive and responsible.**
- 2. Completed E-Verify Affidavit**