



Request for Proposals No. 2023-056 Janitorial Services

Due Date: July 6, 2023
Time: 10:00 AM EST
Receipt Location: Electronic Submittals
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Proposal Conference and Site Visit. June 15, 2023. For the time and location, Refer to page 6 for details.

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2023-056 Janitorial Service

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM EST on July 6, 2023.** Late submittals will not be accepted.

Union County, North Carolina, through its Facilities Department is soliciting proposals from experienced and qualified companies to provide janitorial services.

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on June 15, 2023, at 9:00am at the Union County Government Center, 500 N. Main Street Monroe, NC 28112.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Proposal Documents from the Union County website:
<https://www.unioncountync.gov/government/departments-f-p/procurement-contract-management/current-bids>
2. Download the Solicitation Documents from the State of North Carolina IPS website:
www.ips.state.nc.us (Bid by Departments, search County of Union).

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Union County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.



2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **10:00 AM EST on July 6, 2023**, per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed on the form as your confirmation of receipt.

The proposal package **must be signed** by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Paper submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to:

- Reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest;
- Cancel this solicitation; and
- Award to multiple vendors.

2.3 PRE-PROPOSAL CONFERENCE AND SITE VISITS

The Non-Mandatory Pre-Proposal Conference will take place at the Union County Government Center, 500 N. Main Street, Monroe, NC at the front entrance of the building. (first site visit location).

The site visit schedule is listed below. Attendance is strongly encouraged.

Date: June 15, 2023

Pre-Proposal Time: 9:00 AM


Location: Union County Government Center
500 N. Main Street, Monroe, NC 28112

Site visits will be limited to two (2) people per vendor. Schedule is as follows:

UNION COUNTY SITE VISIT SCHEDULE		
Thursday, June 15, 2023		
FACILITY	ADDRESS	ARRIVALTIME
GOVERNMENT CENTER	500 N Main St, Monroe NC 28112	9:30 a.m.
JUDICIAL CENTER	400 N Main St, Monroe NC 28112	10:15 a.m.
HISTORIC POST OFFICE	407 N Main St, Monroe NC 28112	10:50 a.m.
HISTORIC COURTHOUSE	300 N Main St, Monroe NC 28112	11:10a.m.
UCPS ADMINISTRATION	400 N Church St, Monroe NC 28110	11:30 a.m.
MAIN LIBRARY/BOARD OF ELECTIONS	316 E Windsor St, Monroe NC 28112	11:50 a.m.
JUVENILE PROBATION	604 Lancaster Ave, Monroe NC 28112	1:00 p.m.
PROGRESS BUILDING	1407 Airport Rd, Monroe NC 28110	1:30 p.m.
PUBLIC WORKS OPERATIONS CENTER	4600 A Goldmine Rd, Monroe NC 28110	2:00 p.m.
CROOKED CREEK	4015 Sardis Church Rd., Monroe NC	2:30 p.m.
UNION WEST LIBRARY	123 Unionville-Indian Trail Rd, Indian Trail NC	3:00 p.m.
12 MILE WRF	8299 Kensington Dr, Waxhaw NC 28173	3:45 p.m.
WAXHAW LIBRARY	509 S Providence St, Waxhaw NC	4:15 p.m.
Friday, June 16, 2023		
FACILITY	ADDRESS	ARRIVALTIME
FARMERS MARKET	805 Skyway Dr, Monroe NC 28110	9:00 a.m.
PATTON AVE COMPLEX	610A Patton Ave, Monroe NC	9:30 a.m.
ADULT PROBATION	2630F Nelda Drive Monroe NC 28110	10:00 a.m.
HUMAN SERVICES	2330 Concord Ave, Monroe NC 28110	10:30 a.m.
EMERGENCY SERVICES COMPLEX	2258 Concord Ave., Monroe, NC 28110	11:15 a.m.
AGRICULTURE CENTER	3230 Presson Rd, Monroe NC	1:00 p.m.
SIMPSON EVENT CENTER	1505 Summerline Dairy Rd, Wingate NC 28174	1:30 p.m.
ANIMAL SHELTER	3340 Presson Rd, Monroe NC	1:45 p.m.
SHERIFF'S OFFICE OLD	3344 Presson Rd, Monroe NC	2:15 p.m.
SHERIFF'S OFFICE ADMIN BLDG	3370 Presson Rd, Monroe NC	2:30 p.m.
MARSHVILLE LIBRARY (LOIS MORGAN)	414 Hasty St, Marshville NC 28103	3:15 p.m.
FIRING RANGE	1424 Mills Harris Rd, Wingate NC 28174	3:45 p.m.

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **June 22, 2023 at 5:00 PM EST**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.



Submit questions in a Word Document or in the body of an email and send to Corey Brooks at corey.brooks@unioncountync.gov by the deadline shown above. Questions sent in graph or Excel sheet format will not be accepted. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and/or www.ips.state.nc.us.

2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C – Addendum and Anti-Collusion form.


2.6 COMMUNICATION


All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

2.7 DEFINITIONS

As used throughout this RFP, the following terms shall have the meaning set forth below.

- A. Absentee Coverage Plan.** A defined approach to ensure continual coverage of cleaning responsibilities as a result of employee absence or increased work load needs.
- B. Clean.** Clean shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris and other residue.
- C. Contractor.** The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.
- D. Union County Contract Manager.** A supervisor or superintendent (non-production) assigned to provide oversight for the janitorial services.

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- E. Day Porter.** Cleaning position assigned to individual facility to provide cleaning duties over a standard eight-hour work day.
 - F. Multi-Site Day Porter.** Cleaning position assigned to provide cleaning duties at multiple facilities.
 - G. Driver/General Laborer.** Position responsible for completing duties as outlined in Appendix B, Section IV.
 - H. Disinfect.** Cleaning or removal of any harmful microorganisms by application of an industrial approved method.
 - I. Facility.** An establishment, structure, or assembly of units of equipment designated for a specific function.
 - J. Night Crew.** Contracted personnel assigned to provide Standard Janitorial Services after normal business hours.
 - K. Normal Business Hours.** The normal working hours are from 8:00 a.m. to 5:00 p.m., Mondays through Fridays except (a) Holidays and (b) other days specifically designated. Library hours may vary.
 - L. Quality Assurance (QA).** A method used by the County to provide some measure or control over the quality of purchased goods and services received.
 - M. Quality Control (QC).** A method used by the Contractor to control the quality of goods and services produced.
 - N. Day Porter Working Hours.** The normal working hours are from 8:00 a.m. to 5:00 p.m., Mondays through Fridays except (a) Holidays and (b) other days specifically designated. Library hours may vary.
 - O. Standard Janitorial Services Evening Working Hours.** The evening working hours are between 5:00 pm to midnight, Monday through Fridays except (a) Holidays and (b) other days specifically designated.
 - P. Response Time.** Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the work required.
 - Q. Space.** A space is an area to receive janitorial services, which may or may not be considered a room by common definition. Examples of spaces are definable sections of hallways, stairwells, lobbies, offices, entrances, elevators, wheelchair ramp lifts, and outdoor walkways.
 - R. Standard Janitorial Services.** Services as defined in *Appendix A, Section I*.

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- S. Waste Containers.** Waste containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, ashtrays, recycling boxes or any container holding trash, paper, recyclables or refuse of any type.
 - T. FAMIS.** Work order system used to assign work orders. Work orders are to be closed by the supervisor as work is performed.

Equipment and Supplies. All equipment and supplies necessary to perform the work as described herein must be supplied by the contractor.

3 PURPOSE

3.1 COUNTY

Union County (estimated population 245,663) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration. The Facilities Management Division is responsible for maintaining all County facilities. Contract services are utilized to provide janitorial and day porter services to keep all facilities clean and tidy for general use by both the public and County employees.

3.2 INTRODUCTION

The purpose of these specifications is to define the janitorial and day porter services requirements for various facilities owned and operated by Union County that are included in this contract. The objectives of Facilities Management are to secure a timely, consistent, and cost effective janitorial and day porter services contract from one contractor, to ensure clean and safe facilities for employees and customers doing business with the County. The work covered in these specifications includes furnishing all labor, equipment, supplies, and supervision necessary for complete janitorial and day porter service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided.

4 SCOPE OF WORK AND REQUIREMENTS

4.1 OVERVIEW

The contractor shall provide all labor, supplies, supervision, tools, materials, equipment, and transportation necessary to provide janitorial and day porter services in accordance with the referenced specifications. Janitorial and day porter services applies to all designated spaces including, but not limited to, halls, restrooms, offices, work areas, entrance ways (exterior and interior), lobbies, storage areas, elevators, stairways and walkways.

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including those promulgated by the North Carolina State Department of Health Services.



4.1.1 VERIFICATION OF THE NET CLEANABLE SQUARE FOOTAGE

The contractor is responsible for verifying the net cleanable square footage at each facility. This will form the basis for pricing and should be included in Appendix B, Section II: Pricing Proposal Form.

4.1.2 AREAS UNDER-CONSTRUCTION

When specified areas under this contract are under construction or not being used, deductions to the normal contract amount will automatically be made based on the pricing for locations and areas under construction.

4.1.3 ADDITIONAL FACILITIES AND INCREASES TO SCOPE OF WORK

The County may add or subtract facilities and/or increase the general scope of this contract as necessary. Any modification in pricing will be negotiated in good faith with the Contractor.

4.1.4 CELL PHONE & COMMUNICATION

Day porters and Driver/General Laborer will be expected to have a working cell phone on their person provided by the Contractor and to respond within 5 minutes to calls from Facilities Management staff and other designated Union County staff.

4.1.5 CLEANING PRODUCTS

Chemicals and paper products must be “Green Seal” approved or meet or exceed the “Green Seal” standards.

4.1.6 COUNTY PROPERTY

Contractor's employees shall not use County phones, computers, copiers, fax machines, etc.


4.1.7 ENERGY CONSERVATION

The Contractor shall conserve energy as practical during the performance of janitorial activities.

1. **Air Conditioning/Heating Control.** The air conditioning and heating control settings are not to be altered unless approval is obtained by the County.
2. **Lights.** Only those lights, which are necessary to perform work tasks, will be utilized. Once a task within a given sector has been executed, the lights will be turned off in that sector and work will progress into another area. Lights will be left on in only designated areas.

4.1.8 EMPLOYEE QUALIFICATIONS

All employees must be able to communicate effectively with staff and the public.



Contractor will be required to submit verification that employees have the right to work in the United States. Contractor shall perform all obligations in a good professional and lawful manner, provide competent and sober personnel, efficient and clean equipment, and service the County in courteous, helpful and impartial manner. The Contractor shall remove any of its employees from work on this contract for justifiable cause upon the request of the County.

Contractors shall perform federal, state, and local background checks for every employee assigned to perform duties under this contract in any Union County managed facility.

Contractor will be responsible for reporting all negative results to the Union County Contract Manager for review and approval/disapproval of employee(s) to be assigned duties under this contract.

4.1.9 UNIFORMS AND APPEARANCE

Employee uniforms shall be clean and neat in appearance and include a patch or badge indicating the Company they represent. All personnel assigned by the Contractor to perform work for the County shall be required to wear a uniform bearing the company name and/or logo while conducting work at County facilities. A sample of the proposed uniform will be submitted to Union County for review and approval. Uniforms shall look professional and be presentable, unrestrictive to the body, and free of holes or tears. Sufficient changes of uniforms shall be provided by the Contractor to present a neat and clean appearance of personnel at all times. The County reserves the right to make any final decisions as to the acceptability of appearance of any individual performing work under the awarded contract.

4.1.10 EMPLOYEE THEFT


Contractor will be responsible for theft by their employees. Theft by the employees will not be tolerated and will be prosecuted to the fullest extent of the law.

4.1.11 INTERFERENCE WITH COUNTY BUSINESS

The Contractor shall schedule and arrange work so as to cause the least interference and liability with the normal occurrence of County business. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc.

4.1.12 KEYS & ACCESS CARDS

Each contracted employee is required to have an access card prior to beginning work. The Contractor will supply the required employee information and complete the appropriate forms and submit it to the Union County Facilities Management Department. Keys and access cards to these facilities will be issued to the successful Contractor and employees. Any keys and access cards are and will remain the property of Union County. Duplication of keys is prohibited. Should



the Contractor lose any keys or access cards, the Contractor shall pay to have the locks changed, systems rekeyed, or access cards terminated and reimburse Union County for all costs associated with such action.

The successful Contractor is responsible for providing to the Projects/Contracts Coordinator a current list of employees. It is the responsibility of the Contractor to notify the County of changes to the employee listing.

Union County retains the right to have any Contractor's employee removed from the premises for any reason.

4.1.13 PAYROLL & WAGE REPORT

The minimum pay rate for janitorial & porter personnel shall not be less than the federal minimum wage rate.

Contractor shall complete a Payroll and Wage report in such form as to validate the list of employees assigned to the Contract per billing cycle, which shall be made available to the Union County Contract Manager and/or his designee. The monthly payment will not be made until any such requested report is received and found acceptable by the Union County Contract Manager and/or his designee.

4.1.14 PROTECTION OF COUNTY PROPERTY

During execution of the work, the Contractor shall take special care to protect County property including furniture, walls, baseboards, and other surfaces from materials not intended. Accidental splashes shall be removed immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

4.1.15 QUALITY ASSURANCE & QUALITY CONTROL

The County will require the Contractor's supervisor to conduct weekly quality inspections for review by the Union County Contract Manager, or designee. Within 30 days of the award of the contract, the Contractor will submit a sample form for review and approval by the Union County Contract Manager, or designee. The Contractor will submit (at minimum) a monthly schedule of cleaning activities for cleaning of: windows (interior and exterior), carpet, tile and grout, VCT and LVT.

4.1.16 ATTENDANCE

The County requires the contractor to record daily attendance and provide weekly and monthly attendance reports to the Union County Contract Manager, or designee, for review. Within 30 days of the award of the contract, the Contractor will submit a sample report for review and approval by the Union County Contract Manager, or designee. These reports may be used to determine work not completed and compliance to coverage plans or support any claims for damages to the County.



4.1.17 COVERAGE PLAN

Within 30 days of the award of the contract, the contractor will be required to submit a general coverage plan that makes provisions for the coverage of absences in order to complete the required cleaning activities of this contract. A typical plan might include temporary reassignments, increases to the daily work schedule, sub-contracted labor or any other means available to the contractor.

4.1.18 MULTI-SITE DAY PORTER PLAN

Within ten days of award of the contract, Contractor will provide a staffing plan to fulfill the requirements of the Multi-site Day Porter tasks. This plan should include daily assignments at each location and description of transportation logistics. This plan will be submitted to the Union County Contract Manager, or designee for review and approval prior to implementation of the plan.

4.1.19 NOTIFICATION OF NEW EMPLOYEES

When an employee is terminated, leaves permanently, or goes on vacation, Contractor shall notify the County in writing the persons' name(s) who left, the persons' name(s) who will be replacing them, the area person will be working and qualifications of the new employee. These employees shall be provided a security badge before they can begin work in the County's facilities.

4.1.20 SAFETY DATA SHEETS (SDS)


The Contractor shall provide manufacturers technical literature, specifications, and Safety Data Sheets (SDS) on all materials to be used within (15) days prior to commencement of services. Accurate Safety Data Sheets will be maintained and a copy of each product shall be placed in each "Janitorial Closet" or as designated by the County. The file shall be made available to the County 24 hours a day, seven days a week. Contractor or their Sub-Contractors must have safety plans, including records of training staff and methods of training for safety. These safety plans will be provided to the Union County Contract Manager upon request.

4.1.21 SECURITY

While performing work within the County's facilities, all buildings shall remain locked, and Contractor's personnel will not admit anyone into said facilities, except authorized Contractor or County personnel. On completion of nightly activities, all lights will be turned off, doors locked, draperies closed, and offices left in a neat and orderly condition.

4.1.22 SUPPLIES TO BE OF INDUSTRY STANDARD

Contractor to supply and use only Commercial Grade Vacuum cleaner at all facilities. Floor finishers to be of high-speed variety. All equipment must be in good working condition and ready for inspection. All materials and equipment used on the job site must be OSHA approved. All cleaning chemicals must have SDS Sheets visibly



posted in the janitors' closets. It shall be the responsibility of the Contractor to update these sheets and provide them.

4.1.23 STAFFING PLAN

The Contractor shall submit a staffing plan as part of the proposal indicating the number and type of positions that will be regularly assigned to the project and will constitute the on-site staff as referenced in this RFP. This includes, but is not limited to, shift schedules, staff complements and staff organization in terms of certification and license as well as duties. Identify the management team who will be accountable for the project and the technical personnel that will support the project. This should include a full description of the experience and capabilities of the proposed Contract Manager and other key on-site staff. Staffing should include the full staff complement required to discharge the responsibilities described herein. The basis of the staffing plan and any industry standards used such as ISSA, APPA, etc. should be referenced.

4.1.24 TRANSITION APPROACH

The Contractor shall submit its proposed transition plan for transitioning the management of the buildings and the services to the new contract. The transition plan will clearly define the roles of the County, existing Contractor and the new Contractor, including any expectations the Contractor has for other parties to provide services that are critical to a successful transition.

4.1.25 WORK CONTROL

The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and reports on the status of service call(s) and indefinite quantity work items shall be provided when requested by the County.

4.1.26 WORK SCHEDULE

The Contractor's initial work schedule shall indicate the hours of the day and frequency of services that will be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. When scheduled services fall on a holiday alternate dates shall be specified. The initial work schedule shall be submitted to the County for approval within 30 days after award. Once approved, all work shall be performed in strict compliance with the work schedule to facilitate the County's inspection of the work. Changes to the work schedule shall be submitted and approved by the Union County Contract Manager prior to implementation.

4.1.27 VIDEO CAMERAS

The County reserves the right to install and utilize video cameras for the purpose of surveillance to determine if work is being performed at all of the locations within the contract.

4.1.28 FAMIS WORK ORDER SYSTEM

The County will require the Contractor's supervisor to utilize the FAMIS work order system where janitorial work orders will be assigned on an as needed basis.


4.2 JANITORIAL SERVICE REQUIREMENTS


The Contractor shall provide the janitorial services described herein.

Basic services shall be performed at the locations and frequencies shown in Appendix A Section I & II, and Section 4.3 and shall consist of the services listed for the specified spaces. Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position. All basic services will be paid for under the firm fixed-price portion of the contract. Performance requirements for these services include the following:

4.2.1 GENERAL REQUIREMENTS

- A. Ashtrays and Receptacles.** All exterior ashtrays and ash receptacles shall be emptied and cleaned free of butts, debris, and tobacco residue. Replace sand as necessary, material to be provided by the Contractor.
- B. Baseboards, Kick Plates.** Baseboard will be wiped with a damp cloth after vacuuming and be free of dust, smudges, stains, and scuff marks. Spot clean with a mild cleansing agent. All metal kick plates will be free of streaks.
- C. Damp Mopping.** Prior to damp mopping, floors shall be swept/dust mopped. Floors shall be damp mopped to remove dirt, streaks, smears, and stains. Mop water must be replaced often.
- D. Deep Carpet Cleaning.** Prior to steam cleaning, carpets and rugs shall be vacuumed free of all loose soil and debris. Carpets and rugs shall be steam cleaned free of streaks, stains, and spots, and shall have a uniform color. Steam Cleaning shall be done by the water extraction method. After drying, furniture or other equipment temporarily moved for the steam cleaning shall be returned to their original positions.
- E. Dust Mopping.** Quarry tile, ceramic tile, concrete, rubberized surfacing, and vinyl composite tile flooring shall be dust mopped using a treated mop, paying particular attention to corners, behind doors, and around heavy furniture legs and bases. Light furniture, such as chairs, trash cans, and cigarette stands, shall be moved for the purposes of dust mopping, and returned to its original position. All spills and stains will be removed with a damp mop or cloth. Baseboards will be wiped with a treated dust cloth after dust mopping. Spot clean where necessary to remove spills and smudges.


- 
- F. Dusting.** Using a treated dry or damp dust cloth, wipe all furniture tops, chair legs, partitions, and desks. Dust wipe all horizontal surfaces within reach, including window sills (inside and outside), countertops, baseboards, ledges, picture frames, doorframes, blinds, moldings and sills on glass and banker type partitions. Wipe clean telephones, light fixtures, and other accessories. If present, chalk boards, chalk trays, and erasers shall be cleaned. Surfaces shall be free of all dirt and dust, dust streaks, lint, and cobwebs.
- G. High Dusting.** All high dusting shall include dusting beyond the reach of normal day- to-day dusting but is not limited to all hanging lights, ledges, sills, charts, picture frames, moldings, shelves, and other horizontal surfaces.
- H. Elevators.** Elevator walls, doors, and jams shall be wiped down to remove all marks, streaks, and smudges and shall be polished to a uniformly clean and bright appearance. All door tracks will be wiped clean, removing all dirt, stains, and debris, using a vacuum, and edging tools. Track shall be left in a uniformly bright, clean condition.
- I. Furniture.** Performance requirements include the following:
- i. Conference tables, lunchroom tables, common area tables, side tables, and non-upholstered chairs shall be damp wiped using a mild cleansing agent where necessary to remove all marks, streaks, smudges, and hand prints.
 - ii. Counters, sinks, microwave ovens both inside and out, refrigerators, and cabinets shall be damp wiped using a mild cleansing agent where necessary to remove all marks, streaks, smudges, and hand prints. Clean and replenish supply dispensers (paper towel, soap).
 - iii. County Patio and Deck area furniture including tables, chairs, benches, and rails shall be damp wiped using a mild cleansing agent where necessary to remove all marks, streaks, smudges and handprints.
 - iv. Vacuum upholstered furniture to remove all dirt. Extraction clean with an approved cleaner.
- J. Glass.** Glass is clean when all glass surfaces are without streaks, film, deposits, and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean.
- i. Glass doors, panels, and partitions will be spot cleaned to remove any fingerprints, smudges, and stains.
 - ii. Glass doors, panels, and partitions will be thoroughly washed using an approved cleaner and dried, free of any fingerprints, smudges, and stains.
- K. Cleaning Exterior and Interior Glass.** The Contractor shall spot clean all exterior and interior window frames, sills, and sashes. This includes the removal



of all cobwebs from the window area. When cleaning of all glass surfaces is performed, glass and entire sills, frames, and sashes shall be cleaned and left free of streaks and stains, and shall be wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed. Contractor will be required to conform to all OSHA regulations.

- L. Metalwork.** All metalwork such as Drinking Fountains, plumbing fixtures, dispensers, door hardware and frames, metal lettering, and signs shall be wiped clean and be free of smudges, stains, scuff marks, deposits, tarnish and hand marks. Drinking Fountains shall be cleaned and disinfected. All surfaces of drinking fountains shall be kept free of stains, and smudges. Cleaner shall be removed from adjacent surfaces.
- M. Mats (Interior and Exterior).** Each time floors are swept/dust mopped or vacuumed, walk-off mats in that area shall be cleaned. Soil and moisture underneath mats shall be removed and the floor shall be cleaned as appropriate along with the rest of the floor. The mats shall be returned to their original locations afterwards.
- N. Policing Grounds.** Paper, bottles, cans, and all other trash and refuse shall be removed from all stairwells, parking lots, interior hallways, and interior court areas of the buildings. All removed items shall be deposited in the nearest waste/recycling container.
- O. Recycling.** Recycling containers and bulk recycling containers are located throughout Union County facilities. Contractor's employees should ensure that recycling containers are NOT emptied into the regular trash, but into the approved Recycling Collection Bins. Participation in the Union County Recycling Program is required of the Contractor(s). All recycling separation containers shall be emptied, and its contents moved as directed by the County.
- P. Restroom Services.** All Restrooms shall be cleaned thoroughly in accordance with the following tasks, and all tasks shall be completed and restrooms ready for employees. The tasks shall consist of the following services to be performed:
 - i. Cleaning Restrooms.** Pick up debris and trash, then sweep floor. Removed materials are not to be swept outside of the restroom. Empty trash and napkin receptacles, replace liners nightly. Check and fill all dispensers as needed. Remove all cobwebs, and other foreign materials from doors, walls, ceilings, partitions, vents, etc. Perform high and low dusting of ledges, tops of partitions, etc. using a dampened cloth.

Disinfect the inside of the urinals and toilets. Disinfect the top and bottom of toilet seats, fixtures, and surfaces surrounding each fixture. Disinfect and scrub outside of toilets, urinals, and rear wall paying special attention to



chrome plates on walls. Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.

Disinfect and wipe down tile walls paying special attention to the area around the urinals, under sinks, chrome and metal plates on walls and around floor drains. Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of the partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave floor as dry as possible. Wipe off toilet bowl and base and remove any mop strands caught around posts, etc. Keep first row of wall tile, where it meets the floor, free of dirt & scum accumulation as a result of floor mopping. Disinfect trash containers, and napkin receptacles. Clean mirrors thoroughly. Disinfect and scrub sinks and counters paying special attention to corners, cracks, and narrow areas. All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping, switch plates, etc. Brushes, sponges, and cloths that have been used to clean any other part of the restroom (including water closets, urinals, walls, floors, and partitions) shall not be used to clean lavatories or sinks, Contractor shall use color coding of brushes, sponges and clothes, for differentiating. Floor drains shall be cleaned and flushed with a disinfectant. All metal fixtures and hardware shall be cleaned. If present, shower stall enclosures, shower stall curtains and locker/dressing rooms shall be considered part of the restrooms and cleaned accordingly.

- ii. **Additional Restroom Cleaning.** Walls and metal partitions are to be washed with water and germicidal solution and wiped dry and polished to a uniformly bright, clean condition. Air registers shall be dusted with a treated cloth or dust mop. Wipe down all ceramic tile walls with a disinfectant.
- iii. **Stocking Restrooms.** Shall include inspecting, replenishing, and cleaning supply dispensers. Restroom supplies shall include, but are not limited to, paper towels, toilet tissue, mist dispensers, and soap. In addition, restroom counters & floors will be wiped for cleanliness and dryness every night. Day porter shall service intermittently during the daytime hours.

Q. Scrub Hard Tile Floors. All hard tile floors will be scrubbed using a disinfectant. Grout lines will be cleaned on tile floors to remove any mildew and stains. Floor will then be refinished and polished, and left in a uniformly bright, clean condition. All finish spills and splashes will be completely removed from baseboards, walls, doors, and frames. Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, and standing water, and the floor has a uniformly clean appearance.



- R. Stripping and Re-waxing Floors.** Resilient flooring shall be swept/dust mopped and stripped to remove all built-up wax and imbedded dirt prior to re-waxing. After application of wax, including corners. The re-waxed floor shall present a clean appearance free from scuff marks or dirt smears. Furniture or other equipment moved during floor stripping and re-waxing shall be returned to their original positions. Standard of five minimum coats and 25% of solids.
- S. Waxing and High-Speed Buffing (Top Scrubbing).** All waxed areas will be spray buffed sufficiently for maximum gloss and removal of surface dirt, and have a uniform appearance. Contractor shall use an approved wax product with an adequate slip resistance rating. The floors shall be returned to a uniform gloss finish free from dirt, traffic marks, and stains.
- T. Exterior Area Policing.** All exterior stairwells, decks, patios, walkways, receiving docks, and bare concrete landings shall be swept or blown of all dirt, dust, grit, lint, and debris. All spills and stains will be removed with a damp mop.
- U. Vacuuming Carpets.** Carpeted areas shall be vacuumed free of all loose soil and foreign substances, and edge cleaned with a small broom or edging tool, paying particular attention to corners, behind doors, behind and underneath desks and around heavy furniture legs and bases. All chairs, trash cans, and recyclable bins, shall be moved for the purposes of vacuuming, and returned to their original position.
- V. Spot Cleaning Carpet.** Carpeted areas will be spot cleaned to remove any and all stains. Spots that cannot be removed effectively must be reported to the Union County Contract Manager.
- W. Waste Containers.** All waste containers shall be emptied, and plastic liners replaced.
 - i. Boxes, cans, bottles, and other items placed adjacent to waste containers and marked "TRASH" shall also be removed and disposed of. All waste collected shall be disposed of as directed by the County. Waste that falls on the floor and outside grounds during the waste removal shall be picked up and disposed of by the Contractor.

4.3 FACILITIES AND SCHEDULES

4.3.1 ADULT PROBATION

Facility Cleaning Services to Be Provided:

- Night crew only (see *Appendix A, Section I* for task schedule).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.2 AGRICULTURAL CENTER

Facility Cleaning Services to Be Provided:

- One (1) full-time day porter (see Appendix A, Section II for task schedule)
- Night crew (see Appendix A, Section I and Section III.B. for task schedule).

This Facility requires an on-call (with 24 hours' notice) setup crew for the event space. Contractor shall charge Union County at the rates listed under Appendix B, Section III: AG Center Events & Set-Up for on-call services performed by the Contractor.

Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours
 - These services will only be applicable to the office administration portion of the facility.
 - *The event halls will be cleaned under Appendix B, Section III: AG Center Events & Set-Up.*

4.3.3 ANIMAL SHELTER

Facility Cleaning Services to Be Provided:

- Cleanings performed by the two Day Porters at the Sheriff's Office. Estimated that each day porter will work .10 of the work day at this location.

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / During Normal Business Hours

4.3.4 CROOKED CREEK WRF

Facility Cleaning Services to Be Provided:

- Night crew only (see Appendix A, Section I for list of services).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.5 FARMERS MARKET

Facility Cleaning Services to Be Provided:

- Night Crew only (see Appendix A, Section I for list of services).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.6 FIRING RANGE

Facility Cleaning Services to Be Provided:

- Day Porter to perform standard janitorial services (see Appendix A, Section I for list of services. There is no nighttime access to the facility.
- Day porter will also clean the two (2) mobile classrooms onsite.

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / During Normal Business Hours

4.3.7 GOVERNMENT CENTER

Facility Cleaning Services to Be Provided:

- Two (2) full-time day porter (see Appendix A, Section II for task schedule)
- Night crew (see Appendix A, Section I for task schedule)

Limited Access Areas:

1. Human Resources and Central Administration: cleaned between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, no nighttime access. For further specifications see Appendix A, Section II.B.

Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.8 HISTORIC COURTHOUSE

Facility Cleaning Services to Be Provided:

- One (1) Multi-Site Day Porter (see Appendix A, Section II and Section III.A. for task schedules)

Multi-Site Day Porter will clean this facility five (5) days a week. Multi-Site Day Porter will travel to UCPS Administration Building.

Special Events: Contractor is responsible for cleaning and stocking products during scheduled events. Contractor will be given prior notification before event takes place.

Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours

4.3.9 HISTORIC POST OFFICE

Facility Cleaning Services to Be Provided:

- Night Crew only (see Appendix A, Section I for task schedule).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hour

4.3.10 HUMAN SERVICES

Facility Cleaning Services to Be Provided:

- Two (2) full-time day porters (see Appendix A, Section II for task schedule)
- Night crew (see Appendix A, Section I for task schedule).
For further specifications on cleaning the clinic areas, etc. see the task schedule in Appendix A, Section I.J.

Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.11 JUDICIAL CENTER

Facility Cleaning Services to Be Provided:

- One (1) full-time day porter (see Appendix A, Section II for task schedule)
- Night Crew (see Appendix A, Section I for task schedule)

Limited Access Area: Clerk of Court and Security Camera Room is cleaned between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, no nighttime access.

Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.12 MAIN LIBRARY & BOARD OF ELECTIONS

Facility Cleaning Services to Be Provided:

Main Library:

- One (1) full-time day porter (see Appendix A, Section II for task schedule)
- Night Crew (see Appendix A, Section I and Section I.H for task schedule)

Board of Elections (Limited Access Area):

- Cleaned Monday through Friday during the day by the Main Library Day Porter.
- Night crew not allowed in this area. Cleaned between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday only.


Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.13 MARSHVILLE LIBRARY (LOIS MORGAN EDWARDS LIBRARY)

Facility Cleaning Services to Be Provided:

- One (1) Multi-Site Day Porter (see Appendix A, Section II for task schedule)
- Night Crew (see Appendix A, Section I and Section I.H for task schedule).



Multi-Site Day Porter will clean this facility once a week. Multi-Site Day Porter will travel to Marshville Library, Union West Library, and Waxhaw Library throughout the week.

Services & Schedule:

- Day Porter Services: One Day a Week During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.14 PATTON AVENUE COMPLEX

Facility Cleaning Services to Be Provided:

- **Fleet Building:**
Night Crew (see Appendix A, Section I for task schedule)
- **Tire Shop Building (Restroom only):**
Night Crew (see Appendix A, Section I for task schedule)
- **Radio Shop (Offices and Restroom):**
Night Crew (see Appendix A, Section I for task schedule)

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.15 PUBLIC WORKS OPERATIONS CENTER

Facility Cleaning Services to Be Provided:

- **Administration Building:**
Night Crew (see Appendix A, Section I and Section I.K for task schedule)
- **Warehouse (Office Area & Restroom only):**
Night Crew (see Appendix A, Section I for task schedule)
- **Equipment Building (Restroom only):**
Night Crew (see Appendix A, Section I for task schedule)
- **Maintenance Shops (Office and Restroom only):**
Night Crew (see Appendix A, Section I for task schedule)

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.16 JUVENILE PROBATION

Facility Cleaning Services to Be Provided:

- Night Crew only (see Appendix A, Section I for list of services).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.17 SHERIFF'S OFFICE ADMINISTRATIVE BUILDING

Facility Cleaning Services to Be Provided:

- Two full-time day porters (see *Appendix A, Section II* for task schedule), estimated that each day porter will work .75 of the work day at this location.
- Day porters will also clean the mobile classroom onsite, the Animal Shelter and Old Sheriff's Office.

Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours

4.3.18 OLD SHERIFF'S OFFICE

Facility Cleaning Services to Be Provided:

- Two full-time day porters (see *Appendix A, Section II* for task schedule), estimated that each day porter will work .15 of the work day at this location.

Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours

4.3.19 12 MILE WRF

Facility Cleaning Services to Be Provided:

- Night Crew only (see *Appendix A, Section I* for list of services).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.20 UCPS ADMINISTRATION BUILDING

Facility Cleaning Services to Be Provided:

- One (1) Multi-Site Day Porter (see *Appendix A, Section II* for task schedule)
- Night Crew (see *Appendix A, Section I* for task schedule).

Multi-Site Day Porter will clean this facility five (5) days a week. Multi-Site Day Porter will travel to the Historic Courthouse.


Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.21 UNION WEST LIBRARY

Facility Cleaning Services to Be Provided:

- One (1) Multi-Site Day Porter (see *Appendix A, Section II* for task schedule)
- Night Crew (see *Appendix A, Section I* and *Section I.H* for task schedule).



Multi-Site Day Porter will clean this facility three times a week. Multi-Site Day Porter will travel to Marshville Library, Union West Library, and Waxhaw Library throughout the week.

Services & Schedule:

- Day Porter Services: Three days a week during normal business hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.22 WAXHAW LIBRARY

NOTE: (Services will end when Southwest Regional Library opens)

Facility Cleaning Services to Be Provided:

- One (1) Multi-Site Day Porter (see Appendix A, Section II for task schedule)
- Night Crew (see Appendix A, Section I and Section I.H for task schedule).

Multi-Site Day Porter will clean this facility once a week. Multi-Site Day Porter will travel to Marshville Library, Union West Library, and Waxhaw Library throughout the week.

Services & Schedule:

- Day Porter Services: One Day a Week During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.23 SIMPSON EVENT CENTER

Facility Cleaning Services to Be Provided:

- Night Crew only (see Appendix A, Section I for list of services).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.24 PROGRESS BUILDING

Facility Cleaning Services to Be Provided:

- Night Crew only (see Appendix A, Section I for list of services).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.25 EMERGENCY SERVICE COMPLEX

Facility Cleaning Services to Be Provided:

- One (1) Multi-Site Day Porter (see Appendix A, Section II for task schedule)
- Night crew (see Appendix A, Section I for task schedule).

Services & Schedule:

- Day Porter Basic Service: Monday – Friday / During Normal Business Hours

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.26 SOUTHWEST LIBRARY

Future Building that will take the place of old Waxhaw Library

Facility Cleaning Services to Be Provided:

- One (1) Multi-Site Day Porter (see Appendix A, Section II for task schedule)
- Night Crew (see Appendix A, Section I and Section I.H for task schedule).

Multi-Site Day Porter will clean this facility once a week. Multi-Site Day Porter will travel to Marshville Library, Union West Library, and Waxhaw Library throughout the week.

Services & Schedule:

- Day Porter Services: One Day a Week During Normal Business Hours
- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.3.27 RAW WATER INTAKE

Facility Cleaning Services to Be Provided:

- Night Crew only 2 (two) times a week (see Appendix A, Section I for list of services).

Services & Schedule:

- Standard Janitorial Services: Tuesday and Thursday / After Normal Business Hours

4.3.28 YADKIN WATER TREATMENT PLANT

Facility Cleaning Services to Be Provided:

- Night Crew only (see Appendix A, Section I for list of services).

Services & Schedule:

- Standard Janitorial Services: Monday – Friday / After Normal Business Hours

4.4 GROSS ESTIMATED CLEANABLE SQUARE FOOTAGE

Facility	Gross Square Footage	Estimated Cleanable Square Footage
Adult Probation	9,000	9,000
Agricultural Center	40,350	20,006
Simpson Events Center	41,500	12,100
Farmers Market	11,920	4,200
Government Center	144,000	131,360
Historic Courthouse	16,400	13,890
Historic Post Office	24,855	24,250

Human Services	143,728	131,092
Judicial Center	101,430	94,340
Juvenile Probation	10,300	9,020
Marshville Library	8,700	8,438
Main Library/Board of Elections	42,914	39,776
Progress Building	138,400	9,500
Southwest Library	19,938	17,200
Waxhaw Library	2,800	2,800
Union West Library	11,748	11,378
UCPS Administration	21,830	21,500
<u>Patton Avenue Complex:</u>		
Fleet Building	4,502	4,502
County Garage	6,027	N/A
Radio Shop	6,000	N/A
Tire Shop	1,984	36
<u>Public Works Operations Center:</u>		
Administration Building	10,130	9,780
Warehouse Building (Office Space)	8,355	820
Shops (Restrooms)	8,038	536
Equipment Building (Restrooms)	21,545	36
12 Mile WRF	5,473	3,388
Crooked Creek WRF	2,000	950
Raw Water Intake	1,880	1018
Yadkin Water Treatment Plant	10,000	6728
Sheriff's Office Admin Building	61,278	58,500
Emergency Service Complex	24,547	23,900
Old Sheriff's Office	99,693	20,000
Animal Shelter	11,950	1,870
Firing Range	27,048	2,442
Total Square Footage	1,085,246	692,928


4.5 OTHER SERVICES

4.5.1 HOURLY SERVICES & FLOOR WORK

Contractor shall perform additional services on the agreed upon rate listed under "Hourly Services & Floor Work" found in *Appendix B Section V*. Contractor shall inform the County of the work completed on the next business day.

4.5.2 DISINFECTING SERVICES

The Contractor may be asked to provide services including the routine cleaning/disinfecting of frequently touched surfaces and high traffic public and common spaces.



High touch surfaces include (but are not limited to) tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, etc.

Contractor shall perform additional services on the agreed upon rate listed under “Hourly Services & Floor Work” found in Appendix B Section V.

4.6 MATERIALS

4.6.1 COUNTY FURNISHED MATERIALS & RESPONSIBILITIES

1. The County will only supply batteries for paper towel and air freshener dispensers for the Contractor’s use on an as needed basis.
2. The County will provide trash, and recycling pickup for the dumpsters located at County facilities. Only trash and recyclables from County facilities may be placed in these dumpsters.
3. The County will provide reasonable work and storage space for the Contractor. The workspace provided must not be used by the Contractor for long-term storage or for providing services to clients other than the County. The determination of workspace area and location will be made by the County based on the efficient use of space. The County will coordinate with the Contractor before making such decisions.

4.6.2 CONTRACTOR FURNISHED MATERIALS

Janitorial materials and equipment shall be of the type and quality used in large-scale commercial cleaning operations, shall meet the requirements specified herein, and shall be approved by the County before use.

1. **Material Requirements.** All toilet supplies and janitorial materials and supplies provided by the Contractor shall be of commercial grade and quality. Within 15 days after award of this contract, the Contractor shall submit a list of the materials to be used for approval by the County. The list shall include the manufacturer's name and brand name.
2. **Equipment.** All power-driven equipment for vacuuming, floor scrubbing, waxing, and polishing shall be of the commercial type, mechanically sound, safe to operate, and in a condition that will not harm or excessively wear existing finishes and floor coverings.
3. **Automated and Robotic Commercial Floor Cleaners and Vacuums.** Automated and Robotic floor machines such as but not limited to autonomous vacuum sweeper, scrubbers and burnishers shall be provided by the Contractor for general use as needed and for special request.
4. **Vehicles.** A (minimum) 14-foot box truck with lift gate will be provided by the Contractor for the Driver/General Laborer position.

4.7 PUNITIVE CLAUSE

4.7.1 PAYMENT DEDUCTIONS; NONPERFORMANCE PENALTIES

- a) If, the judgment of the Union County Contract Manager or designee, Contractor is deemed non-compliant with the terms of the contract, the County may withhold a prorated amount from the Contractor's invoice for work not performed. The County will provide written notice to the Contractor of any work not performed, any amount of payments to be withheld or deducted, and reasons for said action.

The Union County Contract Manager or designee will provide a written notice to the Contractor to correct certain deficiencies within specified time frames. Should the Contractor fail to correct deficiencies within the specified time frame, the Union County Contract Manager may deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract sum.

- b) Contractor will have a contingency plan to provide a reasonably trained day porter to back-up routine day porters in case of absence. Back-up day porters will be available so as to provide uninterrupted service to all County facilities. Failure to provide such service will result in a per occurrence penalty up to a prorated fee up to a maximum fee of \$250.00. Contractor will be notified of service failure by delivery of a "Janitorial Deficiency Notification".

4.7.2 PERFORMANCE DEFICIENCY NOTIFICATION

CONTRACTOR shall be notified of service failure by delivery of a "Janitorial Deficiency Notification" (*Appendix D*).

1. This notice will serve as formal notification that CONTRACTOR has incurred a service deficiency and that monies shall be deducted for non-performance by the CONTRACTOR.
2. The Performance Deficiency Notice will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether the COUNTY has incurred loss as a result of said service failure.

4.7.3 TERMINATION

After being notified of service failure on more than six (6) occasions during any six (6) month period of the Contract, the Contract may be terminated by Union County with written notice to the Contractor.

Union County may also terminate this Agreement at any time and for any reason upon ninety (90) days written notice to Contractor. Upon any termination of this Agreement, Union County shall pay Contractor only those fees outstanding and due through the date of termination.

5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

5.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.


To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

5.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County’s format may represent a departure from the vendor’s preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 4, item 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP.



The County may award a contract based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful Offeror's Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful bidder's submitted proposal, all appendices and appendix (if applicable), and stated terms and conditions may become part of the resulting contract.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.


Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

The proposal should be organized and identified by section as follows:

- **Section A** – Cover Letter
- **Section B** – Experience and Required Standards
- **Section C** – Qualifications
- **Section D** – Staffing Plan
- **Section E** – Technical Approach
- **Section F** – Implementation Plan
- **Section G** – Quality Control
- **Section H** – Financial Qualifications
- **Section I** – Price Proposal
- **Section J** – Required Forms
 - Appendix B – Price Forms
 - Appendix E – Proposal Submission (signed)
 - Appendix F - Addenda Receipt and Anti-Collusion (signed)

5.2.1 SECTION A – COVER LETTER

Provide an overview of the proposed Janitorial Services including your firm's unique abilities to meet the project requirements as described in this RFP. Included exceptions to the RFP if any. The proposal must include a cover letter transmittal attesting to its accuracy. The cover letter should provide the name, address, telephone, and email address of the service provider along with the name, title, address, telephone number and email address of the executive that has the



authority to legally contract with Union County. The cover letter may be a maximum of three (3) pages.


Each Offeror will make the following representations and warranty in its proposal Cover Letter, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts/”

1. Legal Company Name and DBA (if applicable)
Address
Telephone Number
Website Address
Name of Single Point of Contact
Title
Telephone Number
Email Address
2. Name of Person with Binding Authority
Title
Address
Telephone Number
Email Address
3. Stipulate that the proposal price will be valid for a period of 180 days.
4. Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

5.2.2 SECTION B – EXPERIENCE AND REQUIRED STANDARD

1. Provide information about the service provider’s overall experience in providing janitorial services to governmental and commercial facilities. Provide details (size of facilities, scope of responsibilities, duration of relationship and processes utilized) on representative contracts serviced by the provider within the past five (5) years. Provide current contact information for all such contracts.

Provide a complete list of the service provider’s contracts with information about the contracted scope of services, contract start date and client



reference. Describe the service provider's experience and capacity to serve governmental and/or commercial facilities.

2. This section establishes standards of experience and financial capabilities that the County requires for a service provider to be considered qualified. The County, at its sole discretion, will decide if a Janitorial Service provider meets the standards listed in this RFP.

Service provider must:

- Have been in the business of providing full service Janitorial Services experience in providing janitorial services to governmental and/or commercial facilities for at least five (5) years.
- Have existing full service Janitorial Service contracts comparable to the scope of work listed in this RFP for at least five (5) years.
- Have serviced at least three facilities during the past five (5) years that are comparable in size and complexity to the County's facilities with a strong record of customer satisfaction.
- Have proven operational, managerial, and business systems that support service contracts to provide Janitorial Services for governmental and/or commercial facilities. Describe those systems and cite examples of past and present utilization.
- Have experience in successfully managing the transition between expiring and new Janitorial Services contracts. Site specific examples of the service provider's transition experience that is comparable to the County's facilities.
- Have experience in successfully implementing risk management and safety plans. Have a strong record of health, safety and environmental compliance. Provide the service provider's current Occupations Safety and Health Administration (OSHA) recordable rate and Experience Modification Rate (EMR) and information about any health, safety or environmental violations within the last five years. Describe the service provider's approach to meeting and guaranteeing safety compliance.
- Be able to furnish liability and property damage insurance with combined single limits for bodily and/or property damage as per the requirements of **Section 6.11 – Insurance Requirements**. Submit evidence of the ability to provide coverage in this amount.

3. References

Give contact information for three to five companies that your firm currently or previously provided Janitorial Services within the last five (5) years. Include the organization name and the following information:

Company Name:

Contact Persons Name and Title:

Project Name:

Project Start Date and End Date:



Phone Number:

Email Address:

5.2.3 SECTION C - QUALIFICATIONS

Service providers shall demonstrate their ability to meet the requirements of this RFP by providing the technical qualifications of the company, individual team members and any subcontracted service providers. The County reserves the right to conduct an independent investigation of the service provider's technical qualifications by contacting project references, accessing public information, inspecting facilities or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The service provider shall provide the following information to demonstrate its technical qualifications.

Corporate Profile

Include the full name, tax identification number, main office address and telephone and facsimile numbers of the service provider and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, joint venture, etc.) that will serve as the contracting party. A project organization chart clearly delineating lines of authority within the organization is required. The history, ownership, organization and background of the service provider shall also be provided.

- If the service provider is a joint venture, the required information shall be submitted for each member of the joint venture firm. The service provider shall describe the history of the relationships among team members, including a description of past working relationships.
- The proposal shall also identify which portions of the work, if any, will be subcontracted. If subcontracted providers are proposed, the proposed contractual relationships between the service provider and all major partners and subcontracted providers relative to the project shall be outlined in the proposal.
- Identify when the service provider was organized and, if a corporation, where incorporated and how many years engaged in providing contract janitorial services under that name.
- Provide a description of the circumstances, if any, related to any County employee, Board of County Commission member or other officer, employee or person who is payable in whole or in part from the County that has or had any material direct or indirect personal interest in the service provider.
- Identify any of its janitorial service contracts that have been prematurely terminated during the past five (5) years including the client and the reason for the termination.
- Identify any lawsuits or claims filed against the contracting party over the last five (5) years



5.2.4 SECTION D - STAFFING PLAN

1. Identify the management team who will be accountable for the project and the technical personnel that will support the project. The service provider shall submit a staffing plan as part of the proposal indicating the number and type of positions at each location that will be regularly assigned to the project that will constitute the on-site staff as referenced in this RFP. This includes, but is not limited to, shift schedules, staff complements and staff organization in terms of certifications and licenses as well as duties. This should include a full description of the experience and capabilities of the proposed Contract Manager and other key on-site staff. Staffing should include the full staff complement required to discharge the responsibilities described herein. The basis of the staffing plan and any industry standards used such as ISSA, APPA, etc. should be referenced.
2. Include summary resumes for the management team that will be assigned to this project.
3. Include a summary chart to show the following for each assigned management staff, on-site supervisors, and technical personnel (if awarded this project).
 - List the percentage of time the designated staff listed above would be assigned to this project. Include the list of other active company projects and the percentage of commitment for each.

5.2.5 SECTION E - TECHNICAL APPROACH

Transition Approach:

The service provider shall submit its proposed transition plan for transitioning the management of the buildings and the services to the new contract. The transition plan will clearly define the roles of the County, existing service provider and the service provider, including any expectations the service provider has for other parties to be provided services that are critical to a successful transition.

Core Services:

The service provider shall submit its proposal for managing each of the core services including: standard janitorial services, day porter basic services, automated and robotic cleaning services specialty cleaning tasks, service calls for miscellaneous cleaning, driver/general laborer, and Agricultural Center events. The proposal should address labor, materials, supplies, equipment, and transportation.

5.2.6 SECTION F- IMPLEMENTATION PLAN

Submit an implementation plan that includes the Contractor's approach to staffing at all facilities in order to fulfill the requirements of janitorial, day porter, and general laborer services. This should include a summary of the number of staff assigned to each building and also include a plan of the use of automated and robotic cleaning machines.

5.2.7 SECTION G - QUALITY CONTROL PLAN

Submit a summary quality control plan for this project or project of similar scope and size.

5.2.8 SECTION H - FINANCIAL QUALIFICATIONS

Upon request, audited financial statements for the contracting entity for the past five (5) fiscal years must be submitted. The financial statements must include income statements, balance sheets and statements of cash flow. The County may also request additional financial information to support a firm's financial stability.

If the contracting entity is a publicly traded entity, provide any 10-Q reports that have been filed in the past year.

5.2.9 SECTION I - PRICE PROPOSAL

A separately sealed price proposal shall be provided. Price proposal tables are contained in this RFP for use by the service provider in preparing their price proposal.

- Complete Appendix B – Pricing Proposal Forms

5.2.10 SECTION J - REQUIRED SIGNATURE FORMS

Offerors must include signed copies of the following documents:

- Appendix B – Price Forms
- Appendix E - Proposal Submission Form
- Appendix F - Addenda Receipt and Anti-Collusion Form

5.3 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.

5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

5.4 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the County will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Experience, Qualifications and Corporate Profile	15%
Staffing Plan	30%
Technical Approach, Implementation Plan and Quality Control	30%
Price Proposal & Compliance with Information in RFP	25%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful bidder's demonstration (if requested), along with questions and answers, will be a critical component of the overall vendor evaluation.


After identification of Short-Listed Offerors, the County may or may not decide to invite Short-Listed Offerors to vendor demonstration/interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Technical Approach, Staffing and Implementation Plan	60%
Price, Quality and Relevance of Interview/Presentation as it Relates to the Scope of the RFP	40%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings.

5.5 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or



clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason.

The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

5.6 CONFLICT CERTIFICATION


The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

6 GENERAL CONDITIONS AND REQUIREMENTS

6.1 TERMS AND CONDITIONS

The contract award will have an initial term of two (2) years with three (3) one (1) year renewal options at the County's discretion, pending annual budget approval.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.



All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

6.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the selected Proposal(s) shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

6.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

6.4 EXCEPTION TO THE PROPOSAL


An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Proposal. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

6.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Proposal" – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

6.6 EQUAL EMPLOYMENT OPPORTUNITY

All Offerors will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant



to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

6.7 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

6.8 LICENSES

The successful Offeror(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

6.9 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

6.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Offeror/Offerors in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.



6.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

- A. **WORKERS’ COMPENSATION**
 Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:
 - \$500,000 Each Accident
 - \$500,000 Disease - Each Employee
 - \$500,000 Disease - Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**
 (for any agreement unless otherwise waived by the Risk Manager)
 Covering Ongoing and Completed Operations involved in this Agreement.
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury Limit

- C. **COMMERCIAL AUTOMOBILE LIABILITY**
 (for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)
 - \$1,000,000 Combined Single Limit - Any Auto

- D. **PROFESSIONAL LIABILITY**
 (only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)
 - \$1,000,000 Claims Made

- E. **NETWORK SECURITY & PRIVACY LIABILITY (CYBER)**
 (for any agreement involving software applications)
 - \$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS



- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112



- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

6.12 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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7 APPENDIX A – FACILITY SERVICE & PERFORMANCE SCHEDULES

**RFP 2023-056
Janitorial Services**

Informational Purposes Only - Do not submit with proposal.

SECTION I. STANDARD JANITORIAL SERVICES TASK SCHEDULE

A. ENTRANCES, LOBBIES, RECEPTION, FOYER	FREQUENCY
Tiled and linoleum floors will be dust mopped and damp mopped/washed	5 days per week
Doormats will be lifted and vacuumed both sides.	5 days per week
Carpeted areas will be vacuumed and spot cleaned.	5 days per week
Litter receptacles will be emptied and cleaned.	5 days per week
Interior door and partition glass will be cleaned on both sides. Entrance doorframes, side glass panels and top glass panels will be cleaned.	1 day per week
Door glass will be kept free (clean) of stains, marks, finger and handprints etc.	5 days per week
Finger and other marks will be removed from walls to 2 meters (m) high.	1 day per week
Horizontal surfaces will be dusted.	1 day per week
Stainless steel kick plates will be cleaned.	1 day per week
Exterior garbage containers will be emptied and damp wiped.	5 days per week
Upholstered furniture will be vacuumed.	3 days per week
Wipe down the lobby tables and registration windows with anti-bacterial product.	5 days per week
B. STAIRS AND LANDINGS	FREQUENCY
Stairs and landings will be swept and damp mopped/washed	2 days per week
Doors will be kept free of finger and handprints	5 days per week
Handrails will be dusted and damp wiped	2 days per week
Walls will be spot cleaned to 2m high	1 day per week
Stainless steel kick plates will be cleaned	1 day per week
C. CORRIDORS, HALLWAYS	FREQUENCY
Tiled and linoleum floors will be dust mopped and damp mopped.	5 days per week
Carpeted floors will be vacuumed and spot cleaned.	5 days per week
Horizontal surfaces will be dusted.	1 day per week
Waste receptacles will be emptied and cleaned.	5 days per week
Drinking fountains will be cleaned.	5 days per week
Walls will be spot cleaned to 2m high.	1 day per week
Tiled and linoleum floors will be sprayed and buffed.	1 day per week
Kiosk, TV monitors, ATM Machines etc. will be cleaned and disinfected.	1 day per week



Door glass and partition glass will be cleaned on both sides.	1 day per week
D. ELEVATORS	FREQUENCY
Floors will be dust mopped and damp mopped/washed	5 days per week
Doors and wall will be kept free of finger and handprints	5 days per week
Glass ceiling panels will be cleaned	1 day per month
Stainless steel panels will be polished	1 day per week
Stainless steel panels and buttons will be kept free of finger and handprints	5 days per week
E. STAFF AND BREAKROOMS	FREQUENCY
Supplies will be replenished.	5 days per week
Upholstered furniture will be vacuumed.	3 days per week
Tables will be damp wiped.	5 days per week
Receptacles will be emptied and cleaned.	5 days per week
Walls will be spot cleaned to 2m high.	1 day per week
Non-upholstered chairs will be damp wiped.	5 day per week
Carpet will be vacuumed and spot cleaned.	5 days per week
Stainless steel sinks and counters will be cleaned.	5 days per week
Tiled and linoleum floors will be swept/dust mopped and damp mopped.	5 days per week
Deep clean furniture.	2 times per year
F. OFFICES	FREQUENCY
Tiled and linoleum floors will be swept/dust mopped and damp mopped.	3 days per week
Carpets will be vacuumed and spot cleaned.	3 days per week
Wastebaskets and recycling bins will be emptied and cleaned.	3 days per week
Furniture and horizontal ledges will be dusted.	1 day per week
Finger and handprints will be removed from walls and partitions will be spot cleaned to a height of 2m.	1 day per week
Telephones will be cleaned and disinfected.	1 day per week
Horizontal and vertical blinds dusted.	1 time per month
Horizontal and vertical blinds will be wiped clean.	2 times per year
G. BATHROOMS, SHOWERS, CHANGE ROOMS	FREQUENCY
All fixtures will be cleaned, i.e. bowls, urinals, basins, mirrors, chrome surfaces and interface.	5 days per week

Waste receptacles will be emptied and cleaned.	5 days per week
All supplies will be replenished. This may include toilet paper, paper towels, soap, and hand sanitizers.	5 days per week
Bathroom/change room walls will be spot cleaned to a height of 2m.	5 days per week
Bathroom/change room walls will be washed floor to ceiling.	1 time per month
Toilet partitions will be damp wiped.	1 day per week
Floors will be swept and damp mopped.	5 days per week
Floor drains will be primed.	1 time per month
Shower walls and floors will be washed floor to top of tile.	1 day per week
Clean shower curtains.	1 day per week
Walls and toilet partitions will be kept free of graffiti.	5 days per week
Floor drains will be cleaned and floor drain lids lifted and cleaned.	1 day per week
H. LIBRARIES	FREQUENCY
Carpets vacuumed throughout and spot cleaned.	5 days per week
Tile and linoleum floors dust mopped and damp mopped.	5 days per week
Waste receptacles emptied & cleaned.	5 days per week
Desk, bookshelves, counters, sills and ledges dusted.	3 days per week
Interior door and partition glass will be cleaned on both sides. Entrance doorframes, side glass panels and top glass panels will be cleaned.	1 day per week
Door glass will be kept free (clean) of stains, marks, finger and handprints etc.	5 days per week
Dust lighting fixtures up to 3m.	1 day per month
Walls, stairwells, railings, landings spot cleaned up to 2 m.	1 day per week
I. CONFERENCE ROOMS, MULTIPURPOSE ROOMS	FREQUENCY
Waste receptacles and recycling will be emptied.	5 days per week
Waste receptacles will be cleaned – cleaning to include wiping of outside and washing inside with disinfectant.	1 day per week
Carpets vacuumed.	5 days per week
Upholstered furniture vacuumed.	1 day per week
Tables damp wiped and/or polished based on the finish.	3 days per week
Walls spot cleaned to a height of 2 m.	1 day per week



Damp wipe chairs.	1 day per week
Carpets will be vacuumed and spot cleaned.	5 days per week
Tiled and linoleum floors will be dust mopped and damp mopped/washed.	5 days per week
Desks, counters, sills and ledges will be dusted.	1 day per week
Wipe computer, whiteboard, and TV monitors.	1 day per week
Floor grills will be cleaned.	1 day per month
Door glass and partition glass will be cleaned on both sides.	1 day per month
Horizontal and vertical blinds will be dusted.	1 time per month
Horizontal and vertical blinds will be wiped clean.	2 times per year
J. HEALTH DEPARTMENT¹ AND DENTAL CLINIC ROOMS	FREQUENCY
Sweep, wet mop and sanitize non-carpet areas and baseboards	5 days per week
Wash and sanitize all table tops, pedestals, chairs (including base of chairs), countertops, sinks, plumbing hardware and outside surfaces of cabinets (do not use abrasive cleaners)	5 days per week
Clean and sanitize walls, switch plates, glass, door jambs, doors, etc.	5 days per week
Empty, clean, sanitize all waste receptacles, and replace liners	5 days per week
Replenish towel, soap, and hand sanitizer dispensers	5 days per week
Sweep, wet mop and sanitize non-carpet areas and baseboards.	5 days per week
Wash and sanitize all table tops, pedestals, chairs, countertops, sinks, plumbing hardware and outside surfaces of cabinets (do not use abrasive cleaners)	5 days per week
Clean and sanitize walls, switch plates, glass, door jambs, doors, etc.	5 days per week
Wipe glass windows in interview rooms & remove handprints and fingerprints.	5 days per week
Clean and dust check-in counters and tables in waiting rooms (white top surfaces) and chairs	5 days per week
The glass around the reception desk and the framing holding the glass should be cleaned and dusted.	5 days per week
Clean and sanitize dental chairs	5 days per week
Clean and sanitize the base under dental chairs	5 days per week

¹ This includes operator (exam) rooms, panoramic x-ray room, sterilization room, and workroom.



K. PUBLIC WORKS OPERATIONS CENTER	FREQUENCY
Sweep/dust mop, wet mop all non-carpet areas	5 days per week
Vacuum carpeted areas	5 days per week
Dust all horizontal furniture, including but not limited to tables, file cabinets, book cases, chairs, partitions, window sills, etc.	5 days per week
Spot clean walls, switch plates, glass, door jambs, doors, etc. as needed	5 days per week
Clean and sanitize handrails and other horizontal surfaces which do not get acceptably clean by dusting	5 days per week
Sweep/dust mop, wet mop all non-carpet areas	5 days per week
Vacuum carpeted areas	5 days per week
Dust all horizontal furniture, including but not limited to tables, file cabinets, book cases, chairs, partitions, window sills, etc.	5 days per week
L. OTHER AREAS - GENERAL CLEANING SERVICES – (AREAS NOT SPECIFIED)	FREQUENCY
Furniture will be spot cleaned	Weekly
Mops to be cleaned/laundered to avoid odor	Weekly
Floor will be spray buffed	Monthly
Dust exterior doors and frames of lockers, partitions, and ledges	Weekly
Thoroughly clean all floor drains – flush with water and an enzyme product	Weekly
All linoleum floors will be swept with a treated dust mop; spillage will be removed	3 times per week
All carpets will be vacuumed and all stains removed	3 times per week
Finger marks will be removed from glass desks, table tops, door glass, and display cases	3 times per week
Finger marks and smudges will be removed from walls and other surfaces, where accessible	3 times per week
All graffiti shall be removed as it appears	Daily
Exterior sidewalk cleaning; all sidewalk extensions of buildings to be swept and kept clean 15 feet on either side of & perpendicular to entrance	Daily
All outside garbage receptacles at building entrance to be emptied daily	Daily
Clean and sanitize all waste receptacles, sinks, tables and countertops	Daily
Window ledges and tracks will be dusted and wiped	Monthly
All metal surfaces, including push plates and kick plates will be cleaned and polished	Monthly
Spot cleaning of ceramic tile grout	Monthly

Clean the interior of all paper towel and soap dispensers	Monthly
Wipe all exterior furniture	Daily
M. PROJECT WORK	FREQUENCY
Wash all walls in entrances, hallways and lobbies	1 time per year
Hard surfaces scrubbed and recoated (two coats)	2 times per year
Hard surfaces burnished	2 times per year
Hard surfaces stripped and refinished	1 time in 1 years
Hard surfaces spray buffed	1 time per month
Wash walls in offices	1 time per year
Extraction clean all carpets	1 time per year
Deep clean all fabric furniture, wash all vinyl/plastic furniture	2 time per year
Wash all building outside perimeter windows	2 times per year
All interior glass unless otherwise specified	2 times per year
All supply, return and exhaust air diffuser grills will be vacuumed and washed	2 times per year
Clean and sanitize tables and chairs including tops and underneath surfaces, legs and arms including removing gum, etc.	2 times per year

Note: Not all areas will receive floor care at the frequencies noted and reductions may be made for low traffic areas and increase for high traffic areas.

SECTION II. DAY PORTER BASIC SERVICE TASK LIST

A. DESCRIPTION OF DAILY TASKS
<i>Note: No flammable materials shall be stored in areas unless in approved containers. All containers must be labeled at all times. A complete set of up-to-date SDS sheets must be available at all times. All mops are to be stored in mop holders and mop buckets are to be emptied and stored dry. All soiled rags are to be removed weekly.</i>
Sweep/dust mop all public areas, stairs, and landings.
Restrooms: Wipe counters, sinks, and fixtures. Sweep floor.
Breakrooms: Wipe counters, sinks, and fixtures. Sweep floor. Wipe all appliances inside and out including microwaves, refrigerators, stoves, coffee makers, etc.
Replenish paper towels, toilet paper, and soap dispensers. Replace batteries as needed. (Batteries are provided by Union County).
Empty exterior trash cans and smoking receptacles.
Keep elevators free of debris, and wipe surfaces.
Wipe glass doors twice a day near public entrances.
Vacuum entrance mats.
Spot vacuum carpet.
Sweep and police loading dock.
Additional duties. Some properties may require additional cleaning services.

B. HIGH TRAFFIC AREAS ADDITIONAL DAILY TASKS
<i>Note: The following high traffic areas will require additional tasks to be performed daily.</i> <ol style="list-style-type: none"> 1. Government Center: Human Resources, Central Administration, and the Ground Floor. 2. Firing Range
Wet mop all non-carpet areas
Vacuum carpeted areas
Dust all horizontal furniture, including but not limited to tables, file cabinets, book cases, chairs, partitions, window sills, etc.
Spot clean walls, switch plates, glass, door jambs, doors, etc. as needed
Clean and sanitize handrails and other horizontal surfaces which do not get acceptably clean by dusting

SECTION III. SPECIALTY CLEANING TASK SCHEDULE

A. HISTORIC COURTHOUSE	FREQUENCY
Wood in courtroom, wall wood work, and 1 st floor main hallway needs to be cleaned and treated with wood product.	Every Quarter
Linoleum flooring needs to be cleaned and treated with special low pH product.	Every Quarter
B. AGRICULTURE CENTER	FREQUENCY
Strip & Wax Floors	2 times per year
Deep clean and sanitize all surfaces of equipment and appliances in the Agriculture Center's kitchen.	Every Quarter

SERVICE CALLS FOR MISCELLANEOUS CLEANING

Service calls for cleaning shall consist of providing miscellaneous cleaning tasks.

- A. The Contractor shall respond to service call requests for cleaning within two (2) hours during regular working hours. Once begun, the cleaning effort shall continue until completed.
- B. These calls include, but are not limited to, such items as: Cleanup of overflowed restroom fixtures. Clean up of spills. Cleaning muddy or wet entrances. Clean up of broken glass. Clean and disinfect feces, urine, vomit, or other bodily fluids.
- C. Service call work shall consist of providing labor and material to perform unscheduled janitorial services that are brief in the work required.



8 APPENDIX B – PRICING PROPOSAL FORMS

**RFP 2023-056
Janitorial Services**

Submit with proposal.



SECTION I. PRICING PROPOSAL INSTRUCTIONS

There are four pricing forms included in the RFP; The Pricing Proposal Form, Ag Center Events and Set-up Form, driver/general labor, and hourly services and contract floor work.

Each section must be completed correctly or the entire proposal may be rejected. The entered totals for each building line i.e. a) Adult Probation, should reflect annual totals. Use dollar signs and commas to indicate dollar values.

Square footage, located in section 4.4 Gross Estimated Cleanable Square Footage, is not the primary indicator of required service levels; proposers should fully review the specific Facility Service & Performance Schedules in Appendix A. By submittal of a proposal, the Contractor acknowledges it has evaluated the required services and can perform such services as indicated in the proposal specifications.

SECTION II. PRICING PROPOSAL FORM

UNION COUNTY GENERAL GOVERNMENT FACILITIES

Facility	Vendor Calculated Net Cleanable Square Footage	Day Porter Services	Standard Janitorial Services	Annual Total
a) Adult Probation				
b) Agricultural Center				
c) Emergency Service Complex				
d) Farmers Market				
e) Government Center				
f) Historic Courthouse				
g) Historic Post Office				
h) Human Services				
i) Judicial Center				
j) Juvenile Probation				
k) Main Library & Board of Elections				
l) Marshville Library				
m) <u>Patton Ave Complex:</u> Fleet Building County Garage Radio Shop Tire Shop				
n) Progress Building				
o) Simpson Events Center				
p) Southwest Regional Library				
q) UCPS Administration				
r) Union West Library				
s) Waxhaw Library				
Grand Totals:				

UNION COUNTY SHERIFF'S OFFICE (JAIL) FACILITIES

Facility	Vendor Calculated Net Cleanable Square Footage	Day Porter Services	Standard Janitorial Services	Annual Total
a) Animal Shelter				
b) <u>Firing Range</u> Mobile Classroom 1 Mobile Classroom 2				
c) Old Sheriff's Office				
d) <u>Sheriff's Office Admin.</u> Mobile Classroom 1				
Grand Totals:				

UNION COUNTY WATER FACILITIES

Facility	Vendor Calculated Net Cleanable Square Footage	Day Porter Services	Standard Janitorial Services	Annual Total
a) 12 Mile WRF				
b) Crooked Creek				
c) <u>Public Works Operations Center</u> Administration Bldg. Equipment Bldg. Warehouse Bldg. Shops				
d) Raw Water Intake				
e) Yadkin Water Treatment Plant				
Grand Totals:				

Note: Reference Section 4.3 for services required at each building. Indicate N/A if the service is not required.



SECTION III. AG CENTER AND SIMPSON EVENT CENTER SET-UP FORM:

This includes setting up, breaking down, and cleaning before and after an event.

Events	Total Cost (Includes Labor, Chemicals & Paper)
1-25 Tables – up to 200 people	
26-50 Tables – up to 400 people	
51-75 Tables – up to 600 people	
76-100 Tables – up to 800 people	
Auditorium Style Chairs Only – up to 600 people	
Day Porter (hourly rate)	

**Day porter required when setting up >50 tables*

SECTION IV. DRIVER/GENERAL LABORER FORM

Services	Total Annual Rate
Driver/General Laborer	

JOB DESCRIPTION: This position will require the Contractor to provide a minimum 14 foot box truck with lift gate. The duties of a driver/general laborer include but are not limited to the following:

- 1. Surplus:** move surplus items to and from various facilities
- 2. Recycling:** pick up and empty recycling at all Union County properties three times a week.
- 3. Shredding:** pick up and move boxes to shredding cage and then assist shredding vendor to dispose of material in boxes.
- 4. General Upkeep:** Deodorize drains. Hose off boot scrapers. Remove grates and vacuum out tray of entrance mats. Check ash urns and refill sand as needed. Run water in the sinks of all janitorial closets. Clean the front entrance of the Judicial Center. Clean ledges over front entrance and high windows in the Main Library. Empty trash in the Garage building at Patton Avenue complex.
- 5. Set-Up & Move Furniture:** move and set-up furniture as requested.
- 6. Police Grounds:** Paper, bottles, cans, and all other trash and refuse shall be removed from all stairwells, parking lots, and exterior court areas of the buildings. All removed items shall be deposited in the nearest waste/recycling container. Blow leaves and debris from vending area at the Government Center. Blow leaves off steps in the plaza near the outside vending machines of the Government Center every morning. Blow leaves and debris in the parking deck of the Judicial Center.
- 7. Event Set-Up (not Ag Center):** pick up tables, chairs, podium, or sound equipment as requested and arrange as needed.
- 8. Other tasks as assigned.**

SECTION V. HOURLY SERVICES & CONTRACT FLOOR WORK FORM

Contract Floor Work	Per Square Foot	Minimum Charge
1. Strip and Wax Floors		
2. Carpet Extraction		
3. Carpet Cleaning		
4. Tile & Grout Cleaning		
Hourly Services	Regular Time	Overtime
Custodial Day Porter (hourly rate)		
Custodian		
Custodial Floor Specialist		
Custodial Manager		
Disinfecting Services		



9 APPENDIX C –LIST OF UNION COUNTY FACILITIES

**RFP 2023-056
Janitorial Services**

Informational Purposes Only - Do not submit with proposal.

JANITORIAL & DAY PORTER SERVICES AT VARIOUS COUNTY FACILITIES

I. LIST OF FACILITIES

Facility	Address
Adult Probation	2630F Nelda Drive Monroe NC 28110
Agriculture Center	3230 Presson Rd, Monroe NC
Animal Shelter	3340 Presson Rd, Monroe NC
Crooked Creek	4015 Sardis Church Rd., Monroe NC
Emergency Service Complex	2258 Concord Ave, Monroe NC 28110
Farmers Market	805 Skyway Dr., Monroe NC 28110
Firing Range	1424 Mills Harris Rd, Wingate NC 28174
Government Center	500 N Main St, Monroe NC 28112
Historic Courthouse	300 N Main St, Monroe NC 28112
Historic Post Office	407 N Main St, Monroe NC 28112
Human Services	2330 Concord Ave, Monroe NC 28110
Judicial Center	400 N Main St, Monroe NC 28112
Juvenile Probation	604 Lancaster Ave, Monroe NC 28112
Main Library/Board of Elections	316 E Windsor St, Monroe NC 28112
Marshville Library (Lois Morgan)	414 Hasty St, Marshville NC 28103
<u>Patton Ave Complex:</u> Fleet Bldg. County Garage Radio Shop Tire Shop	610A Patton Ave, Monroe NC
Progress Building	1407 Airport Rd, Monroe NC 28110
<u>Public Works Operations Center:</u> Administration Bldg. Equipment Bldg. Warehouse Bldg. Shops	4600 A Goldmine Rd, Monroe NC 28110
Simpson Events Center	1505 Summerline Dairy Rd, Wingate NC 28174
Raw Water Intake	465 Bat Shore Dr., Norwood NC 28128
Southwest Regional Library	1515 Cuthbertson Rd, Waxhaw NC
UCPS Administration	400 N Church St, Monroe NC 28110
Union West Library	123 Unionville-Indian Trail Rd, Indian Trail NC
Waxhaw Library	509 S Providence St, Waxhaw NC
Yadkin Water Treatment Plant	3522 New Salem Rd, Monroe NC 28110
12 Mile WRF	8299 Kensington Dr., Waxhaw NC 28173



10 APPENDIX C – SAMPLE DEFICIENCY NOTIFICATION

RFP 2023-056
Janitorial Services

Informational Purposes Only - Do not submit with proposal.



JANITORIAL DEFICIENCY NOTIFICATION

Contractor:	Date:
Facility Location:	

Deficiency to be corrected:

Notification:

Payment deductions may be assessed by the County if deficiencies are not corrected by (Date): ____ The County may elect to utilize its own resources to rectify the deficiency at the Contractors expense.

Deduction for task(s) not performed:

Union County General Services:	Date:
Emailed/Mailed to:	



11 APPENDIX E - PROPOSAL SUBMISSION FORM

RFP 2023-056
Janitorial Services

Submit with proposal.

This Proposal is submitted by:

Company Legal Name: _____
Authorized Representative
Name: _____
Authorized Representative
Signature: _____
Representative Title: _____
Address: _____
City/State/Zip: _____
Email Address: _____
Phone Number: _____
Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-proposal this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____
Title: _____
Authorized Signature: _____
Date: _____

12 APPENDIX F - ADDENDUM AND ANTI-COLLUSION FORM

RFP 2023-056 Janitorial Services

Submit with proposal.

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____



13 APPENDIX G - VENDOR PAYMENT NOTIFICATION

**RFP 2023-056
Janitorial Services**

Informational Purposes Only - Do not submit with proposal



Finance Department

500 North Main Street Suite #714
Monroe, NC 28112 T. 704-283-3813
www.unioncountync.gov

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to ap@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



14 APPENDIX H – TEMPLATE CONTRACT

**RFP 2023-056
Janitorial Services**

Informational Purposes Only - Do not submit with proposal

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, NC 28112, hereinafter "Union," and [Contractor's full legal name], a [type of business (corporation, limited liability company, etc.) and state where incorporated], whose address is _____, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain [briefly describe services here] services; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Scope of Work [*or, if the full RFP is to be attached as the scope of work, state the RFP number and full RFP title*], which is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the "Initial Term"). [*The following sentence to be used only if renewals might be needed or desired, and then only if the RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.*] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to ____ [number of possible additional terms, as stated in the RFP] additional ____ [number of years in each renewal term]-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

BY: _____(SEAL)
William M. Watson, County Manager

[Contractor's Full Legal Name]

BY: _____(SEAL)

Approved as to Legal Form _____

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Exhibit A
Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made
\$3,000,000 Aggregate Limit

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS.

A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.