



# **BUNCOMBE COUNTY**

**Request for Proposal**

**Janitorial Services for HHS**

**Date of Issue: 04/05/2021**

**Proposal Submission Deadline: 05/03/2021**

**At 2:00PM ET**

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## 1.0 PURPOSE AND BACKGROUND

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Buncombe County seeks proposals for janitorial services for buildings managed by the County's Health and Human Services.

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the County rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

### 2.3 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	County	04/05/2021
Mandatory Site Visits	Vendor	04/13/2021 8:30am
Submit Written Questions	Vendor	04/23/2021 5:00pm
Provide Response to Questions	County	04/26/2021
Submit Proposals	Vendor	05/03/2021 2:00pm
Contract Award	County	05/21/2021
Contract Effective Date	County	07/01/2021

### 2.4 Mandatory Site Visits

It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on April, 13, 2021. Attendees shall meet promptly at 8:30 am Eastern Time at 40 Coxe Avenue, Asheville, NC 28801. All attendees must sign in upon arrival and clearly indicate the prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE

ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED. Late arrivals may be excluded from the meeting room until all on-time attendees have completed sign-in and the sign-in sheet secured. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced.

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

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

The visit will begin at 40 Coxe Avenue and then will go to each of the other addresses listed in the Scope of Work. Attendees will be responsible for transporting themselves to each location.

## **2.5 PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to [ron.venturella@buncombecounty.org](mailto:ron.venturella@buncombecounty.org) by the date and time specified above. Vendors should enter "RFP Janitorial Services for HHS Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

## **2.5 PROPOSAL SUBMITTAL**

Proposals will be received until 2:00PM, [05/03/2021]. All proposals may be submitted electronically submitted via email and properly identified with the title RFP Janitorial Services for HHS.

Proposals may be emailed to:

E-mail: [ron.venturella@buncombecounty.org](mailto:ron.venturella@buncombecounty.org)

The County's capacity for email attachments is 9mb. It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County. It is the responsibility of the applicant that their proposal is received. Receipt of proposals can be verified by calling 828-250-4154.

## **2.6 PROPOSAL CONTENTS**

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Describe the background, experience, and capabilities of your firm as it relates to the Scope of Work outlined in the RFP.

- d) Identify all subcontractors you intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate 1.) What products and/or services are to be supplied by that subcontractor and; 2.) What percentage of the overall scope of work that subcontractor will perform.
- e) List at least 3 client references public and private of similar size for whom you have provided services in the past three years. Provide telephone numbers and contact names for references.
- f) Provide specific costs for services
- g) Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and best fits the needs of the County.

Buncombe County reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

### **3.2 EVALUATION CRITERIA**

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

- Understanding of the requested services and requirements
- Experience
- Price

## **4.0 REQUIREMENTS**

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### **4.1 CONTRACT TERM**

The Contract shall have an initial term of two (2) years, beginning on the date of contract award (the "Effective Date").

### **4.2 PRICING**

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

### 4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Buncombe County. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including citing experience with similar projects and the responsibilities to be assigned to each person.

### 4.4 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the County. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

### 5.0 SCOPE OF WORK

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**Services shall be provided at the following locations in Asheville, NC:**

- 35 Woodfin Street – 85,892 sq. ft
- 40 Coxe Avenue – 138,453 sq. ft
- 339 New Leicester Hwy (WIC West only)
- 52 Coxe Avenue – 3,242 sq.ft
- 16 Forever Friends Lane- Animal Shelter

**The Contractor shall provide the following services**

1. Furnish all personnel and personnel supervision to meet the requirements of this contract.
2. Perform all general cleaning daily between Monday and Friday between the hours of 5:00 p.m. and 12:00 a.m., unless otherwise specified herein. The contractor will have access to the building on weekends, with the approval from the HHS Operations Manager, to strip and wax floors, clean carpet or perform cleaning tasks that takelonger than the time allocated to complete work assignments.
3. Provide at least one employee daily for the 35 Woodfin location and two employees for 40 Coxe location between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. These employees shall perform light housekeeping duties which include wiping down all high touch surfaces -

chairs, furniture, countertops and door knobs in the main lobby areas, immunizations waiting room, children's waiting room, Communicable Disease, WIC waiting room, CPS main lobby, CPS ground floor reception lobby and CPS Visitation rooms with an EPA registered disinfectant wipe/spray in accordance with manufacturer's instructions. Cleaning of windows, dusting of floors and furniture, cleaning of sinks, mirrors and toilets as required in restrooms, sweeping public and employee stairwells. The employees will clean break areas after 2:00 p.m. which is the end of lunch hours for staff. The employees will clean meeting rooms during the day as rooms are available. The employees shall fill paper towel, toilet paper and soap dispensers and perform other light housekeeping duties as required by the contractor or owner.

4. Not be required to work on holidays scheduled for County employees. Cleaning must be accomplished before observing the holidays that generally include New Year's Day, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas. An annual holiday schedule is available upon request from Contract Administrator.
5. Provide replacements for any employee who is on leave from his duties for any reason.
6. Make every effort to avoid damaging the building, equipment and furnishings. Any damage resulting from the negligence of employees of the janitorial service will be repaired by the contractor at no cost to the County.
7. Be responsible for any theft of articles removed from the premises by its employees. The contractor shall bond each of his employees who work in the building with a minimum bond of five thousand (\$5,000.00) dollars to insure against loss of County property. The contractor shall furnish a list of bonded employees. Only those employees who are bonded will be allowed to work the Human Services Buildings.
8. If the Operations Manager, for any reason, feels that a particular employee of the contractor is unacceptable for work in the Human Services Buildings, the Operations Manager reserves the right to notify the contractor and request the employee be replaced. Justification for such a request will be provided to the contractor.
9. The contractor must ensure all employees of the company will sign a confidentiality agreement and be subjected to a background check by the Identification Bureau of Buncombe County and submit results to the Operations Manager for approval. The Departments of Human Services and General Services reserve the right to check references and police records on any of the contractor's employees. If it is found that a particular employee has a criminal record that, in the Operations Manager's opinion might create problems for the agency in which the employee might work, the Operations Manager and/or the Director General Services reserves the right to request that employee be replaced.
10. The contractor must understand that his employee will be working in areas where confidential records are stored. The contractor should not place a worker with an unknown background in an area where confidentially of such records could be compromised.
11. The contractor shall insure that its employees are provided blood borne pathogen training prior to their work assignment or a change in their work assignment or activities, and annually, and that training records for its employees are maintained and available for review at any time.
12. The contractor shall ensure that Material Safety Data Sheets are in each room where the contractor supplies are stored and provide the Operations Manager at the Human Services Center with copies of the **MSDS's**.
13. Restrict employees from using telephones in offices throughout the building. The contractor and its employees will be allowed to use a telephone in the maintenance service area for local calls only. If any long distance calls are found to be made by the contractor or its employees, the contractor shall reimburse the County for these calls.

14. No employee of the contractor shall use any supplies or equipment located within the building other than those furnished by the contractor or those furnished for use by the contractor as outlined below.
15. The contractor's employees will be provided with access to the building. For those rooms that are normally locked, the contractor's employees will make sure these rooms are kept locked whenever they are not being cleaned.
16. Each employee of the janitorial service shall be furnished with an identification badge that they shall wear whenever they are on the premises.
17. A Certificate of Insurance naming Buncombe County as additional insured shall be submitted to the HHS Contracts Manager before a Purchase Order is issued.
18. The day janitor will be required to wear a uniform provided by the contractor. The janitor shall be provided with a clean uniform for each work day of 8 hours.
19. Contractor's employees shall wear, at all times, identification cards furnished by the County whenever they are on the premises.
20. The day janitor/porter must have a cell phone, supplied by the contractor, while on duty in the building and respond as soon as possible to the caller.
21. Personal Cell Phone Use: The use of cell phones while working on contract with the county is not allowed unless an emergency. If an emergency occurs please use the phone in the assigned janitorial area only.
22. The contractor or his staff shall have a phone, answering machine or answering service which will permit the County Representatives to reach him or a supervisor 24 hours per day, 7 days per week. If the contractor fails to provide this, the contract will be subject to cancellation.
23. Contractor will be required to send a completed checklist for each location no later than the 5th day for the previous month. Please scan and email logs to leigh.anderson@buncombecounty.org.

**I. The contractor shall furnish but not be limited to the following supplies and equipment:**

- A. Dust mops and handles
- B. Butting machines
- C. Wet mops
- D. Mop buckets and wringers
- E. Vacuum cleaners
- F. Carpet cleaning equipment composed of scrubbing machines and extraction units.
- G. Window cleaning equipment
- H. Rags and wiping cloths
- I. Floor wax - non-yellowing type equivalent to **Johnson's Complete** wax.
- J. Floor sealer
- K. Wax stripper
- L. Floor cleaners approved by Floor covering manufacturers
- M. Bowl cleaners and bowl brushes. No bowl or urinal blocks shall be used.
- N. Urinal screens for all urinals
- O. EPA registered disinfectant wipe/spray P. Porcelain cleaners and grout cleaners for ceramic tile, floors and walls
- Q. Window cleaner
- R. The contractor will not be required to furnish tampons, sanitary napkins or their dispensers.

**II. General Cleaning Requirements:**

**A. Rest Room Maintenance**

1. All rest rooms shall be thoroughly cleaned once each night.



2. The County will supply toilet tissue, paper towels, and hand soap and contractor shall restock as needed in dispensers.
3. All rest room mirrors shall be cleaned with glass cleaner on a daily basis.
4. All fingerprints, marks and soil on walls and other surfaces shall be removed daily.
5. All doorknobs and handles shall be wiped down with an EPA registered disinfectant wipe/spray in accordance with manufacturer's instruction.
6. Sinks and countertops shall be cleaned and sprayed with germicidal disinfectant daily.
7. Toilet interiors/exterior shall be cleaned daily with a brush and bowl cleaner.
8. Urinals interior/exterior shall be cleaned daily with a brush and bowl cleaner.
9. Toilets and urinals shall be sprayed daily with germicidal disinfectant.
10. Floors shall be mopped with a flooring manufacturing approved germicidal disinfectant cleaner daily after 5pm and wet floors signs placed in mopped areas until dry
11. All vertical surfaces, including stall doors and partitions, shall be cleaned with a germicidal disinfectant. and/or porcelain cleaner on a weekly basis and more often if needed.

#### **B. Lobby and Waiting Rooms**

1. All door glass and glass within partitions shall be cleaned daily with window cleaner.
2. Stray papers shall be picked up and placed in proper receptacles.
3. Floors will be swept and/or mopped if needed during the day in addition to night maintenance.
4. All doors and doorframes shall be dusted and cleaned as needed to remove dust and marks found on these surfaces.
5. All furniture in the waiting areas at both 35 Woodfin and 40 Coxe (WIC, Child waiting, Immunization, Disease Control, Economic Services and Child Protective services shall be wiped down with **an EPA registered disinfectant wipe/spray used in accordance with manufacturer's instruction** at least once a day and furniture be straightened daily or more often as necessary.
6. Any wood furniture shall be waxed once each week.
7. Marks and fingerprints on walls and other surfaces shall be removed daily.
8. All trash receptacles and surrounding walls shall be cleaned. The trash receptacles shall be emptied at least once day and more often if need. Each trash receptacle shall be lined with a plastic liner furnished by the County.

#### **C. Office and Conference Rooms**

1. All offices and conference rooms shall be dusted weekly
2. Trash receptacles shall be emptied daily and cleaned as needed.
3. Each trash receptacle shall be lined with a plastic liner. This liner shall be replaced daily unless it becomes wet or heavily soiled. If this occurs, the liner shall be replaced more often.
4. Furniture shall be dusted and polished once each week.
5. Desktops shall be cleaned only if all paperwork is organized sufficiently and placed on one corner of desk. At no time is any paperwork or material to be moved or relocated on desk.
6. No employee of the janitorial service shall be required to clean the inside of cabinets or desks or be requested to remove books and papers from shelves so

the shelves may be cleaned.

#### **D. Drinking Fountains**

1. All drinking fountains shall be cleaned once each night.
2. All debris shall be removed from the drains.

#### **E. Trash Removal**

1. All trash shall be removed from the building each night by the contractor and deposited in the dumpster on the outside of the building.
2. Any trash that falls outside the dumpster shall be cleaned up and inserted in the dumpster.
3. All trash that is thus designated by County employees will be carried to and deposited in the dumpster.
4. All trash receptacles, unless otherwise specified here, will be lined with a plastic liner and emptied daily.
5. The liner will be replaced weekly unless it becomes heavily soiled or wet. When this condition is found, the liner will be replaced immediately.
6. All cardboard and boxes shall be broken down and deposited in the cardboard dumpster daily.
7. The exterior of trash receptacles shall be cleaned as needed or as specified.
8. Will collect and bring all recycling containers down to the EMS bay at 35 Woodfin and in front of Generators at 40 Coxe in front of loading dock each week by Wednesday evening and will return empty containers back to their locations by Thursday evening.

#### **F. Carpets**

1. All carpets shall be vacuumed with an upright vacuum as needed but no less than at least once a week.
2. Care shall be taken to clean open areas under furnishings where dust might accumulate. Carpets shall be edged at least once a quarter.
3. Minor spot carpet cleaning shall be performed as needed.

#### **G. Floor Maintenance**

1. Vinyl Floor Tile: All vinyl floor tiles shall be dust mopped and wet mopped daily with a detergent/disinfectant according to manufacturer specifications.
2. Stone, tile, painted or terrazzo floors: These floors shall be swept and/or dust mopped daily followed by damp mopping with a mild detergent according to manufacturer specifications. It shall be spray buffed once each week, waxed as needed and as determined by Operations Manager.
3. Ceramic Tile in Rest Rooms: Shall be dusted once daily followed by a thorough cleaning with a detergent/disinfectant. Grout between tiles shall be cleaned as needed with a grout cleaner. Ceramic tile and grout in the Rest Rooms shall be deep cleaned twice a year.
4. Interior Steps: All interior steps and landings shall be swept daily and mopped weekly with mild detergent.
5. Wax Stripping:

6. All floor wax shall be stripped from floors twice each year as part of the contract. Floor wax shall be stripped more often if deemed necessary by Operations Manager. The contractor shall provide a separate price per square foot of floor wax stripping which would be performed if requested **by the Operations Manager. Contractor's staff will be required to move and replace** furniture as necessary during the floor wax stripping process.
7. It shall be the responsibility of the contractor to remove and replace all furniture when this waxstripping is performed.
8. Within the first four weeks of the contract, a floor wax stripping schedule shall be provided to the Operations Manager for approval. This schedule shall be followed for the term of the contract.
9. Once all floor wax is stripped from the floor, the contractor shall apply sealer and two coats of wax, or more if needed. This wax shall be equivalent to Johnson Complete Floor Finish. Lesser quality floor finishers are not acceptable.

#### **H. Walls**

1. Walls in the building shall be cleaned wherever soil becomes visible.
2. Door frames and area around door knobs shall be cleaned at least monthly and more often if needed.
3. Spot cleaning is acceptable to remove occasional fingerprints and other materials.

#### **I. Glass Cleaning**

1. All windows inside of the building shall be washed once a year.
2. When the glass is cleaned, the window frames shall also be cleaned with a suitable detergent.
3. Window glass on the lobby doors and windows shall be cleaned inside and outside daily, weather permitting, to remove smudges.

#### **J. Exterior Steps and Sidewalks**

1. All sets of exterior steps, the entrance and sidewalk areas of HHS building locations and the dumpster areas shall be swept daily to remove dirt.
2. Trash and other debris shall be picked up each day.

#### **K. Snow Removal**

The contractor will not be required to remove snow from sidewalks, steps or parking lots. However, water, dirt and debris from inclement weather require frequent mopping inside exterior doors to insure safety. Ensure wet floor signs are visible when entering the buildings.

#### **L. Grounds Maintenance**

The contractor will not be requested to perform grounds maintenance for the buildings.

#### **M. Boiler Room and Equipment Areas**

The equipment rooms shall be cleaned and maintained by other staff.

#### **N. Janitor Closets**

1. Janitor closets used by the janitorial staff shall be kept neat and clean at all times.
2. Mops shall be cleaned before storing.
3. Rags and wiping cloths shall be stored in receptacles that meet OSHA regulations.

#### **O. Utility Closets**

Utility closets shall not be used for storage of equipment or supplies at any time.

#### **P. Door Mats**

Door mats shall be provided by the County but shall be vacuumed by the contractor daily.

#### **Q. Other Information**

1. The Operations Manager will provide the contractor adequate storage for supplies and equipment. The contractor shall comply with all OSHA regulations and requirements.
2. The contractor's employees will not be required to move furniture or equipment for the county staff other than as needed to strip and wax floors or clean carpet. The contractor's employees shall not perform personal duties for county staff that are not in line with the terms of agreement.
3. The contractor shall not be required to perform any function that is not stated herein. If special cleaning is required due to water leaks, chemical spills, fires, etc., the contractor will be asked to provide an estimate of the cost of the extra work to the Operations Manager. The contractor shall not proceed to perform the extra duties without approval.
4. Whenever problems are found with equipment in the building, burned out light bulbs, inoperable heating and cooling systems, toilet or water issues and etc., shall be reported to the Operations Manager in writing to [hs-operations@buncombecounty.org](mailto:hs-operations@buncombecounty.org) so a work order can be submitted for General Services to address.
5. The contractor's employees will not be required to furnish or replace light bulbs. All lighting fixtures shall be cleaned once each year on the interior of the building. All ceiling vents shall be cleaned two times each year.
6. Venetian blinds shall be dusted semi-annually and washed annually.
7. Contractor is required to notify the Operations Manager immediately and no later than 24 hours when an employee has been terminated or is no longer employed with them. All County Badges should be collected from terminated employee and turned into the Operations Manager asap.

### **III. Cleaning Logs:**

#### **A. Lobby, Immunization and Children's Waiting Areas**

All chairs, furniture, counter tops and door knobs in the lobby area, immunization waiting area and **children's waiting area will be** cleaned each day the clinic is open. Cleaning shall be completed with an **EPA registered disinfectant wipe/spray in accordance with the manufacturer's instructions. Log shall be signed** daily and sent at the end of each month to the Operations Manager.

#### **B. Lobby, CPS Visitation Rooms, CPS Reception Lobby and Conference Rooms**

All chairs, furniture, counter tops and door knobs in the lobby area, CPS waiting area and children's visitation rooms will be cleaned each day the county is open. Cleaning shall be completed with an EPA registered disinfectant wipe/spray in accordance with the manufacturer's instructions. Log shall be signed daily and sent to the Operations Manager the end of each month.

## **6.0 GENERAL TERMS AND CONDITIONS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
  - All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.

7. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.
8. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
9. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
10. **INFORMAL COMMENTS:** Buncombe County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
12. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
13. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
14. **PAYMENT TERMS:** If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
15. **NON-DISCRIMINATION:** The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
16. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.
17. **INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

- 18. GENERAL INDEMNITY:** The Vendor shall hold and save Buncombe County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
- 19. CONFIDENTIALITY:** Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Buncombe County.
- 20. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 21. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 22. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the County and the Vendor.
- 23. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver

by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

- 24. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 25. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.