

STATE OF NORTH CAROLINA

Mitchell Community College

Request for Proposal #: 109-MCC202405

Janitorial Services

Date Issued: October 27, 2023

Proposal Opening Date: December 12, 2023

At 2:00 PM ET

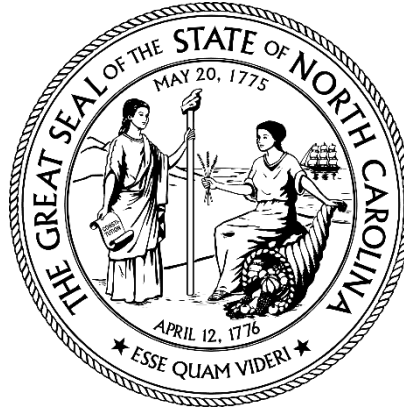
Direct all inquiries concerning this RFP to:

Tammy Rackley

Purchasing Officer

Email: trackley@mitchellcc.edu

Phone: 704-878-3215



STATE OF NORTH CAROLINA

Request for Proposal

109-MCC202405

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Division of Mitchell Community College

Refer <i>ALL</i> Inquiries regarding this RFP to: <i>Tammy Rackley</i> trackley@mitchellcc.edu	Request for Proposal # 109-MCC202405
	Proposals must be received using the Electronic Vendor Portal (eVP) No later than – 2:00 pm – December 12, 2023
Using Agency: Mitchell Community College	Commodity No. and Description: 761115 – Janitorial Services
Requisition No.: N/A	

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated

on the attached certification, by _____

(Authorized Representative of Mitchell Community College)

Vendor: _____

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Vendor: _____

1.0 PURPOSE AND BACKGROUND

Mitchell Community College is a member of the NC Community College System located in Statesville/Mooresville NC. The College provides services for higher education.

Mitchell Community College is requesting proposals from qualified vendors to provide janitorial services for facilities located at our campus locations. The successful awarded Vendor shall furnish labor as needed to perform custodial responsibilities to areas in need.

The areas in need consist of approximately 169,540 square feet which is cleanable square feet of classroom, laboratory, office, conference, auditorium, breakroom, restroom and hallway space. The Vendor shall provide janitorial services as specified in the Scope of Work outlined in this RFP.

A mandatory site visit will be held to go over the details of the services needed.

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

The **awarded** vendor will be required to submit a copy of their Certificate of Liability Insurance.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date") July 1st, 2024.

At the end of the Contract's initial term (June 30th, 2025) Mitchell Community College shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. Mitchell Community College will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, Mitchell Community College reserves the right to extend the Contract after the last active term.

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

Vendor: _____

2.0 GENERAL INFORMATION

For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (**Electronic Vendor Portal**). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this 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 or issues, regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's 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 that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this 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 unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

Vendor: _____

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	MCC	October 27, 2023
Hold Pre-Proposal Conference/Site Visit	MCC	November 15, 2023 at 10:00 am (MB 129)
Submit Written Questions	Vendor	November 16, 2023 by 12:00 pm
Provide Responses to Questions	MCC	November 17, 2023
Submit Proposals	Vendor	December 12, 2023 by no later than 2:00 PM
Contract Award	MCC	January 2024

2.5 SITE VISIT

Please arrive **before** 10:00am as you will need to sign in, anyone arriving after 10:00am will not be allowed to attend the site visit. The site visit will be located in the **Main Building – Room Number 129 (Statesville Campus)**.

Mandatory Site Visit

Date: November 15, 2023
 Time: 10:00 AM Eastern Time
 Location: **Main Building – Statesville Campus – (Room 129)**
500 West Broad Street
Statesville, NC 28677
 Contact #: 704-880-5547 – Chad Lackey

Instructions: It shall be MANDATORY that each Vendor representative be present for a pre-proposal site visit. Attendees must meet promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

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 RFP. Vendors shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

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 RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

Vendor: _____

2.6 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 "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to trackley@mitchellcc.edu by the date and time specified above. Vendors will enter "RFP # 109-MCC202405 Questions" as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by Mitchell Community College will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

[eVP]

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link:

<https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Vendor: _____

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor for all line items, Mitchell Community College reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to Mitchell Community College to do so.

Mitchell Community College reserves the right to waive any minor informality or technicality in proposals received.

Vendor: _____

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

Mitchell Community College will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Vendor will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

Vendor: _____

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to Mitchell Community College:

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach – **Must be able to meet all proposed services needed**
2. Vendor Qualifications - **Must be qualified to install equipment as needed**
3. Vendor Experience - **Must have done this type of work for 5 or more years**
4. Pricing - **Must be the lowest best offer**

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by Mitchell Community College; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, Mitchell Community College will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy Mitchell Community College needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in Mitchell Community College exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change in a requirement would allow for Mitchell Community College to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

Vendor: _____

4.1 PRICING

Proposal price shall constitute the total cost to Mitchell Community College for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal.

4.2 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.3 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the proposal response.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Mitchell Community College. 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 resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. Mitchell Community College may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *shall* be considered in the evaluation of the proposal.

4.7 VENDOR'S REPRESENTATIONS

If the proposal results in an award, Vendor agrees that it **will not** enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

Vendor: _____

4.8 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

[Important: The insurance requirements set forth in the North Carolina General Terms and Conditions, *Insurance* paragraph, are minimal requirements. Below our additional considerations for proper insurance selection.

1. *Potential for damage to Mitchell Community College property or third parties*
2. *Potential for bodily injury to Mitchell Community College employees or third parties,*
3. *Considerations that could result in harm, bodily injury, or property damage.*

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

[Select one]

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

Vendor: _____

5.0 SPECIFICATIONS AND SCOPE OF WORK

GENERAL

Mitchell Community College is a member of the NC Community College System located in Statesville/Mooresville NC. The College provides services for higher education.

Mitchell Community College is requesting proposals from qualified vendors to provide janitorial services for facilities located at our campus locations. The successful awarded Vendor shall furnish labor as needed to perform custodial responsibilities to areas in need.

The areas in need consist of approximately 165,300 square feet which is cleanable square feet of classroom, laboratory, office, conference, auditorium, breakroom, restroom and hallway space. The Vendor shall provide janitorial services as specified in the Scope of Work outlined in this RFP.

The awarded Vendor shall provide management, supervision, labor, planning and scheduling in an effort to ensure the effective performance of janitorial operations as specified in the RFP.

The scope of work as described in this RFP will include the Statesville Campus, Cherry Street Campus, Front Street Campus, Cosmetology Campus and the Fire Training Facility as outlined.

Mitchell Community College shall delegate the Director of Facilities to oversee the performance of this contract. The Director of Facilities may do daily checks, interact regularly with campus customers, and interact daily with the Vendor to resolve any issues. The Director of Facilities shall have overall responsibility for ensuring the terms, conditions, and scopes of work/contract obligations are fulfilled.

Vendor will be responsible for obtaining any permits that may be required for this project.

SPECIFICATIONS

The specific items and any specifications that Mitchell Community College is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications Purchasing Agency to be considered for award.

5.1 MATERIALS, SUPPLIES AND EQUIPMENT

Equipment provided by Mitchell Community College and Vendor: Mitchell Community College shall provide all equipment required including janitorial closets for the custodians.

Cleaning Materials and Supplies Provided by Mitchell Community College: Mitchell Community College shall provide all materials and supplies needed for janitorial cleaning including paper products (paper towels and toilet paper), rags, disinfectants, sanitizer, floor-cleaner and general cleaners for specific area.

Vendor: _____

5.2 MANPOWER

- A. **Supervision:** The Vendor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The Vendor shall provide the Director of Facilities of Mitchell Community College with the name, location, cellular telephone number and E-mail address of the supervisor specifically designated for this contract. The supervisor shall be available at all times while contract work is in progress to receive notices, reports or requests from the Director of Facilities. The single point of contact and other supervisory employees/job managers must be able to read, write and speak English. The single point supervisor will be capable of correcting reported discrepancies as necessary within 4 (four) hours as needed.
1. The Vendor shall provide an on-site supervisor while work is being performed by employees during regular work hours, **this supervisor will also be responsible for cleaning areas assigned to them for daily janitorial cleaning.**
 2. At a minimum, the supervisor to custodial workers ratio shall be at least 1 supervisor per 25 custodial employees.
 3. Vendor shall provide employees with an identification badge or a uniform that must be displayed/worn at all times while on Campus. The Company, employees name and picture is to be provided on the badge or the Company and employees name shall be displayed on the uniform.
- B. **Standards of Conduct:** The Vendor shall be responsible for maintaining professional standards of employee work performance, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. The Vendor shall be responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, use College telephones, computers, or other media type equipment except when authorized.

Each employee is expected to adhere to standards of behavior that reflect favorably on the Vendor and Mitchell Community College. Mitchell Community College reserves the right to request removal of employees that the Contract Administrator deems to have demonstrated unsatisfactory performance, behavior or conduct.

C. Security:

1. The Vendor shall comply with all security requirements in the building(s) where work is being performed or in a space which must be accessed for the performance of work. Employee clearance shall include background checks, paid for by the Vendor and copies provided to the College upon request of the documentation.
2. Vendor's employees shall not remove any articles from the facilities regardless of its value and regardless of any employee's permission. This includes any item found in the trash.
3. Employees shall not leave keys in doors or admit anyone into any building or office that is not a designated employee of the Vendor. All doors which are locked upon entry, shall be immediately relocked. All lights shall be turned on as the space is cleaned and turned off when leaving the work area.

D. Vendor Personnel:

The College reserves the right to approve changes in supervisory and project manager personnel, and any other key personnel working under this contract.

Vendor: _____

5.3 COMPENSATION FOR ROUTINE WORK

For completed performance of the routine work, in compliance with the contract documents, Mitchell Community College shall pay the Vendor monthly, after approval of the invoice, an amount equal to the approved monthly cost.

The Vendor shall provide invoices for monthly services within fifteen (15) working days of the end of the billable month. Invoice will include a total for all work performed at all facilities that the vendor will be responsible for.

All terms of this contract are dependent upon and subject to allocation of funds for the purpose set forth in this RFP document. The Vendor shall be paid a fixed price on a monthly basis.

5.4 COMPENSATION FOR ADDITIONAL WORK

The Vendor shall submit an invoice in acceptable form to Mitchell Community College for additional work, which has been approved and completed to the satisfaction of the Director of Facilities. The invoice shall include itemized work, the description of the work performed, the work order number, the purchase order number, the itemized amount and the date, as a minimum. The entire work item must be completed before payment is made. The invoice must include copies of work orders authorizing the work by the College Director of Facilities. Mitchell Community College reserves the right at its sole discretion, to obtain bids for any and all work outside the scope of this agreement from outside sources where it is deemed to be in the best interest of the College.

5.5 VENDOR'S PERFORMANCE

In the event the College Director of Facilities discovers that cleaning standards are not being maintained, the Vendor shall be given four (4) hours to clean the area in question to the required level. Failure to clean the area to the required level may subject the Vendor to deductions from the Vendor's monthly invoice as outlined in the scope of work. Multiple instances of substandard performance may be grounds for termination of the contract by reason of default, at the option of Mitchell Community College, as outlined in this RFP.

5.6 NON-PERFORMANCE OF WORK

The College Director of Facilities and/or designee may conduct random inspections of the facilities on a daily basis for compliance with contract documents. Noncompliance may result in a reduction in the Vendor's payment for routine work. Mitchell Community College may also elect to seek outside services for completion of the work and deduct these costs from the Vendor's monthly invoice.

Vendor: _____

5.7 DEDUCTIONS FOR NON-PERFORMANCE OF WORK

- A. The value of a deduction of hours for non-performance of routine work shall be determined by the College Director of Facilities. In the event of non-performance, the College Director of Facilities may:
 - 1. Notify the Vendor in writing via E-mail of the non-performance.
 - 2. Cause the incorrect or omitted work to be corrected by Mitchell Community College employees.
 - 3. Cause the incorrect or omitted work to be corrected by outside sources.
- B. If, after being notified of non-performance, the Vendor does not correct the situation, the Vendor shall then reimburse Mitchell Community College for any cost of correcting the substandard performance from other sources.
- C. The amount to be deducted shall be based on the Vendor's supplied hourly billing rates and the time estimated by the College Director of Facilities which would be required to correct the situation.
 - 1. Default - Repeated incidents of unsatisfactory performance or failure to comply with other terms of the contract may result in a recommendation for termination for default by the Director of Facilities.
 - 2. If the Vendor receives three (3) or more deductions, or notices of unsatisfactory performance per week in two consecutive weeks, or more than a total of twenty (20) deductions during a twelve (12) month period, the contract may be automatically terminated for default.
 - 3. Termination for default of any portion of the contract may result in termination of the entire contract for default at the discretion of the College.

5.8 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- A. Vendor agrees that it, its agents and employees shall comply with all municipal, county, state and federal laws, rules, regulations, and ordinances applicable to the work to be performed under any resulting contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Vendor agrees that it, its agents, sub-contractors and employees will abide by all rules, regulations and policies of Mitchell Community College during the term of this contract, including any renewal periods.
- B. If any strike, boycott, picketing, work stoppage, slow down or other labor activity is directed against the contract at Mitchell Community College facilities which results in the curtailment or discontinuation of services performed by the Vendor, Mitchell Community College shall have the unrestricted right during the period of strike, work stoppage or slow down to perform the work with its own staff or have the work performed by another Vendor. Vendor shall not be entitled to payment during the period, or during the time of war, acts of God or natural disaster in which routine or non-routine work cannot be performed.
- C. Firearms are not permitted on campus property per State and Federal Law. Violators shall be arrested and punished to the full extent of the law.

5.9 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

- A. This contract and all rights and responsibilities under the contract documents shall not be assigned by the Vendor.
- B. All regular supervisory and custodial personnel involved in the performance of this contract shall be directly employed by and supervised by the Vendor. Subcontracting of any work under this contract must have specific, prior written approval by the College.

Vendor: _____

5.10 ACCESS TO BUILDINGS

- A. Access to the buildings shall be provided as outlined under Section 5.13 Key/Lock/Security System Control.
- B. Security alarm code(s) shall be furnished to the Vendor for access to the facilities as deemed necessary by the College. Under no circumstances shall the codes be distributed or revealed to others.
- C. Vendor employees shall not be accompanied in their work areas on the premises by acquaintances, family members or any other person unless that person is an authorized Vendor employee.

5.11 EMERGENCIES

The Vendor shall maintain service every day and make his entire work force assigned to Mitchell Community College, available to secure the facilities for protection of life and property in the event of emergencies, snow, ice or disaster such as, but not limited to, hurricanes, tornadoes, floods and fires. The Vendor or employees shall perform all work as directed by the College Director of Facilities and shall keep all pertinent records of work performed.

5.12 DRUG FREE WORKPLACE

- A. The Vendor shall acknowledge and certify that it understands that the following acts by the Vendor, its employees and/or agents performing services on campus property are prohibited:
 - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs.
 - 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- B. The Vendor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and shall result in default action being taken by Mitchell Community College in addition to any criminal penalties that may result from such conduct.

5.13 KEY/LOCK/SECURITY SYSTEM CONTROL

Keys or cards for access to buildings shall be provided by the College to the Vendor. The Vendor's supervisor shall issue keys/cards daily and check the keys back in prior to the end of the shift. No College keys/cards shall leave campus. The Director of Security may conduct periodic unannounced key inventories. No deposits shall be required; however, the Vendor shall be responsible for the cost of lost keys/card or lock rekeying. There shall be a \$10.00 charge per key, \$25 charge per card; rekeying charges will be actual costs plus 10%. LOST KEYS MUST BE REPORTED TO CAMPUS SECURITY IMMEDIATELY and FACILITIES SUPPORT SERVICES.

At the end of the contract, all keys and cards shall be returned to the Director of Security on the last effective date of the contract. The final invoice for this contract will not be paid until all keys and or cards are returned and any charges for those not returned or rekeying charges have been collected.

Employees shall not leave keys in doors or unsecure places. All doors which were locked upon entry shall be immediately relocked. Under no circumstance shall any door be opened and the space left unattended.

Security system codes shall be provided to the Vendor for entry. System(s) shall be rearmed when the user completes the tasking or departs from an unoccupied building. Information related to the security and operation of premises is protected and not to be discussed with anyone except employees working directly for the Vendor. Breach of security of a building shall be grounds for default of Contract.

Vendor: _____

5.14 OSHA GUIDELINES

The Vendor shall comply with all applicable Occupational Safety and Health Act and Regulations. The Vendor shall train, at no cost to Mitchell Community College, their employees and sub-contractors in proper handling of Blood borne Pathogens OSHA-29 CFR 1910.1030 and use such procedures when blood and /or any other bodily fluids are involved. Employees shall be trained before engaging in work.

5.15 OTHER CONTRACTS

The College may undertake or award other contracts for additional work and the Vendor shall fully cooperate with other contractors and College employees and carefully fit their own work to others additional work as may be directed by the College Director of Facilities. The Vendor shall not commit or permit any act, which may interfere with the performance of work by another contractor, or by College employees. The College reserves the right to utilize the services of any contractor to provide any type of custodial services in the facilities covered in this RFP.

5.16 SAFETY AND HEALTH

- A. General: The Vendor shall maintain or establish a complete safety and health program to assure safety of Vendor employees, and College students and staff. This program will include such items: employee training conducted personal protective equipment, hazardous materials and equipment, blood borne pathogens, safe equipment operation, policies and procedures.
- B. Applicable Publications: All state and local health, fire, public safety and environmental regulations, where applicable, shall be followed.
- C. Accident Reporting: Serious accidents including but not limited to those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, lost work time or damage to property other than that of the Vendor shall be reported to the College Director of Facilities by telephone within twenty-four (24) hours of the occurrence. A copy of each accident report, which the Vendor or sub-contractors at any level, submits to their insurance carriers in regard to accidents occurring in relation to this contract shall be forwarded to the College Director of Facilities as soon as possible, but no later than seven (7) calendar days after such occurrence.

5.17 QUALITY ASSURANCE (QA)

- A. Un-announced random inspections may be made at any time, by the College Director of Facilities. The contracting agency shall document the results of these inspections. The College Director of Facilities shall provide a copy of the results to the Vendor. The Vendor shall post a copy for the Vendors cleaning personnel. The Vendor shall be responsible for corrections of the deficiencies within a period of time noted by the Director of Facilities.
- B. Mitchell Community College has the right to inspect all areas for compliance during the contract. Mitchell Community College shall perform inspections and test in a manner that will not unduly delay the Vendor from completing work required by these specifications.
- C. The proposal response shall include a Service and Implementation Plan that demonstrates the vendor's ability to have all resources in place within thirty (30) days of Notice of Award.

Vendor: _____

5.18 CHANGES TO WORK

- A. If a new area is added that is not covered by this contract on the contract start date, the Vendor shall be asked to provide a price to clean as outlined on the per hour costs in Section 12.0 Attachment A: Pricing- Pricing Table.
- B. The contract documents may be amended from time to time, as deemed necessary by the College Director of Facilities by written contract amendment, and shall have the same effect as if fully written herein; such changes may have to do with changes in work procedures, changes in shift times, changes in supply items, additions or deletions of space, etc.

5.19 REPORTING REQUIREMENTS

- A. After award and prior to contract start date, the Vendor shall be required to submit the following:
 - 1. The Vendor shall submit Material Safety Data Sheets (MSDS) if applicable along with a complete listed inventory of all materials and supplies prior to contract start. The Vendor shall not bring any material on site requiring an MSDS without prior approval from the College Administrator. A notebook/ ring binder containing all of the MSDS sheets shall be kept in the storage area where the chemicals reside. The MSDS sheets shall match the chemicals in that location as well as those used during cleaning.
 - 2. Telephone numbers and E-mail addresses, which Mitchell Community College shall use at any time to contact the Vendor, and/or on-site employees. This must be through one central number, single point of contact.
- B. The Vendor is hereby notified that activities, functions and reports either directly or indirectly in support of this contract are subject to both scheduled and unscheduled audits by Mitchell Community College officials. The Vendor shall make all documents related to the College contract immediately available to officials for review.

5.20 EVALUATION MEETING

Monthly meetings between the Vendor and the Director of Facilities shall be required for the first three (3) months of the start of the contract and at each annual renewal. The meeting shall occur during the coordinators normal working hours. The Vendor or authorized representative (Supervisor) of the company can represent the company at the meeting. Cleaning personnel cannot represent the company. The conference shall include an inspection of the building(s), and evaluation of the past months performance. The exception to the monthly work conference is when the College Director of Facilities determines that there are no issues with the services after the first three (3) months of the meetings. The College Director of Facilities may waive a monthly meeting. All issues found or discussed during the inspection or meeting shall be corrected within five (5) working days.

Vendor: _____

5.21 MITCHELL COMMUNITY COLLEGE OBLIGATIONS

- A. The Director of Facilities shall review reports supplied by the Vendor, shall visually inspect each building anytime, and shall jointly visit all buildings with the Vendor representative.
- B. Dispute Clause – Conflict Resolution
 - 1. It shall be the Vendor’s responsibility to bring contract conflicts to the attention of the Director of Facilities. The College Director of Facilities shall resolve the conflict within fifteen (15) business days after receipt of a written statement from the Vendor. The decision of the Director of Facilities can be appealed in writing to the Contract Administrator, whose decision will be final. No payment shall be made until the conflict is resolved.
- C. The College Director of Facilities shall be the liaison with other College departments and tenants to keep work areas clear, accessible and free of obstruction.
- D. Mitchell Community College shall provide Vendor with all normal utilities necessary for the performance of the contract.

5.22 PARKING

All Mitchell Community College parking lots are patrolled by Security Officers. Each vehicle parked on campus shall display a permit while parking in Mitchell Community College spaces. Parking permits shall be provided to the Vendors employees free of charge. Parking rules and regulations are available at the Security Office. It is the responsibility of the Vendor to secure and display proper permits on all vehicles while on campus and shall be responsible for any violation fees associated with non-compliance with parking regulations.

5.23 SCHEDULE OF CUSTODIAL SERVICES

- A. General: Advanced custodial services shall be performed in accordance with this RFP and by established cleaning methods and standards. The Task and Frequency of Custodial Services shall be performed as needed to maintain the facilities to the level specified. A description of the tasks and the expected performance is included.
- B. The Vendor Janitorial Supervisor shall perform the work after 7:00 a.m. daily and before 3:30 p.m. Responsibilities shall occur five days per week, Monday through Friday and Weekends (Saturday and Sunday) as needed.
- C. To assist with daily operations, vendor employees shall be on site Monday through Friday, 7:00 am to 3:30pm and Saturday and/or Sunday as needed to provide cleaning services to the rest rooms and other general cleaning including but not limited to emergencies as needed.
- D. One person shall be on call Monday through Friday 3:30pm to 9:30pm to respond to emergencies as needed.
- E. The Vendor shall provide a schedule for shampooing carpets or stripping and waxing floors at least thirty (30) days in advance. The Vendor shall coordinate stripping and waxing activities with the College Director of Facilities. (Carpet shampooing or stripping and waxing floors will be completed on an as needed basis. This work will be optional and at the discretion of Mitchell Community College).
- F. The Vendor shall also be required to respond to non-routine tasks.

Vendor: _____

Typical non-routine tasks include:

1. Special detailing or cleaning for a special event.
2. Responding to emergencies such as water spills when staff are not on site, or that requires special equipment.
3. Weekend cleaning for special events.

- G. The College is closed on the following holidays. Except as outlined otherwise, cleaning of facilities shall not be required on these days:

New Year's Day	Labor Day
Martin L. King Day	Thanksgiving (2 days)
Independence Day	Christmas (6 days)

- H. The Vendor shall respond to emergency service calls when contacted and approved by the College Director of Facilities. When contacted by the Director, the Vendor shall respond and go to the area of concern if on site. If vendor is not already on campus the vendor shall come to the campus to cleanup emergencies. Emergencies include items such as major leaks or spills. The Vendor shall receive additional compensation for responding to emergencies when staff is not already on site, or if the emergency requires special equipment. The Vendor shall provide the College Director of Facilities one contact phone number for use in emergencies.

5.24 TASKS/DELIVERABLES

1. Vendor shall empty all interior trash cans, clean trash cans as needed, change liners as needed to maintain cleanliness and odor elimination.
2. Vendor shall collect all trash daily. Place recyclable items in their appropriate containers. Trash shall be placed in designated dumpsters. Cardboard shall be placed in the recycling area (all cardboard must be broken down). All empty cardboard boxes placed in the halls or corridors are to be discarded to the recycling area.
3. Vendor shall clean and sanitize all water fountains, using the provided stainless steel cleaner/polish. Clean and disinfect all sinks, counter tops, and backsplashes in classrooms, restrooms, offices, break rooms, lounges, shops, labs and/or kitchen areas.
4. Vendor shall Sweep/Vacuum/Mop all floors daily as needed including elevators and elevator door tracks. Remove spots, embedded debris, loose paper, pins, clips and other trash from floors also under floor mats. Carpet pile shall not be allowed to become flat or matted. All stairways and landings are to be swept and/or vacuumed. Entrance mats are to be swept or vacuumed. All non-carpeted floors are to be swept and mopped accordingly.
5. Vendor shall clean blinds, shades and shutters, remove dust, dead insects and trash from window sill. Adjust blinds to a consistent 45 degree angle.
6. Interior windows shall be washed annually, windows shall be clean and free of smudges and streaks. Ladders and safety equipment shall be provided by the Vendor.
7. Interior windows shall be wiped daily as needed and shall be free of smudges and streaks.
8. Ledges, sills, door frames, door signs, grills, mullions, partitions, hand rails, and other horizontal surfaces shall be dusted/polished as needed.

Vendor: _____

9. Restrooms shall be swept and mopped daily with floor cleaner/disinfectant and water in order to keep the floors sanitary. Clean and disinfect all traps, drains, toilets, toilet seats, urinals, sinks, partitions, countertops, dispensers and chrome or stainless steel surfaces including but not limited to door knobs, handles, levers, push pull plates, shelving, cabinets, mirrors, escutcheons, and exposed sink drains.
Floor drains shall be filled with water and/or sanitizer to remove any odor as needed. Ceilings shall remain clean and dust free to also include vents, grills and diffusers.
10. Vendor shall clean all interior door hardware, to include kick plates, knobs, levers, plates, and plaques.
11. Vendor shall clean and wipe the exterior of all recycling containers, furniture frames, and lockers.
12. Vendor shall dust mop all smooth floors daily as needed and damp mop floors when needed.
13. All stairs, and landings shall be cleaned with floor cleaner and water. All handrails, stringers, risers, and balusters shall be kept clean using appropriate disinfectant cleaners. Exterior concrete stairs and landings shall be cleaned with the appropriate cleaner and rinsed.
14. Vendor shall restore shine to tile, linoleum, terrazzo, and polished stone floors. Floors shall maintain a high gloss finish.
15. Vendor shall Clean/Disinfect all exterior doors, door knobs, push plates, pulls, exit devices and other hardware.
16. Vendor shall clean any stuck on debris from chairs and desk, vacuum dust out of chair seats, arms and backs. Student desks shall be arranged in a neat and orderly manner, desk frames shall remain clean.
17. Vendor shall spot clean all walls as needed in a plane measured seven (7) feet high from the floor and remove all cob webs from the interior and exterior of the facilities including the inside of window frames.
18. Vendor shall clean all air vents and returns including the ceilings within the flow of air that may be dirty this shall include all fixed or removable louvers and vents found in doors and headers.
19. Vendor shall Dust/Polish all furniture including desks, chairs, credenzas, filing cabinets, bookshelves and tables.
20. Vendor shall maintain appearance to all facilities associated with all work to be performed.

5.25 RECYCLING/WASTE REDUCTION

Mitchell Community College provides small and large blue recycling containers in most facilities. Mitchell Community College container recycling bins are located near break and vending areas and corridors. The small and large blue containers can be mixed with small cardboard, paper, plastic and glass.

The large blue containers shall be placed at designated areas on assigned days to be picked up by the city recycling service.

Vendor shall be responsible for returning all containers to their appropriate location in each facility.

Employees who are working at the Main Campus shall take any cardboard to the recycling area located at the rear of the Grier Science Building which is designated for cardboard only.

The Vendor shall perform any recycling duties as it relates to emptying bins or containers.

Vendor: _____

5.26 ADDITIONAL VENDOR REQUIREMENTS/EXPERIENCE REQUIRED

To be considered under this RFP process, the Vendor shall meet the following minimum requirements. If a Vendor meets the minimum requirements, then experience and qualifications above the minimum will be considered when evaluating the proposal responses.

1. A minimum of five (5) years of experience in the custodial business.
2. A minimum of two (2) projects of similar size and scope (square footage). The project must be current or performed within the last year.
3. Able to provide Three (3) references that validate successful past experience providing services similar in nature and scope include contact name and phone number.
4. Project manager and supervisory personnel for this work effort must have a minimum of three (3) years of experience with projects of similar size and scope to those described herein.

Vendors are cautioned to provide accurate, current information, and references that truly represent the experience of the proposing company and not a partnering or former company. Misleading information presented in the references and or the inability of Mitchell Community College to verify any of the references shall result in the rejection of the proposal. References may be checked during the evaluation period

5.27 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor will staff the work. This will be supplied to Mitchell Community College before the awarded vendor begins work on the "Contract Effective Date".

5.28 TECHNICAL APPROACH

Vendor shall supply, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be supplied to Mitchell Community College before work begins by the awarded vendor on the "Contract Effective Date".

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award to vendor resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to Mitchell Community College a contract manager. The contract manager shall be the point of contact for Contract related issues and issues concerning performance, progress review, scheduling and service.

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

Vendor: _____

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor at the request of Mitchell Community College shall be required to meet as needed with the Director of Facilities for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 PERIODIC WEEKLY STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Lead on a monthly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically (by email) using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

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

6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by Mitchell Community College and Vendor.

6.5 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to Mitchell Community College a project manager. The project manager shall be Mitchell Community College point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

6.6 CONTINUOUS IMPROVEMENT

The vendor shall identify opportunities to create continuous improvements while implementing various ways to enhance business efficiencies as performance progresses.

6.7 ACCEPTANCE OF WORK

Performance of the work shall be conducted and complete in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services are approved as acceptable by the Contract Administrator.

6.8 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to Mitchell Community College, at the option of Mitchell Community College, for up to 3 months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If Mitchell Community College exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or assistance. Mitchell Community College shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized), except for those Contract terms or conditions that do not reasonably apply to such transition

Vendor: _____

6.9 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to Mitchell Community College Contract Manager for resolution. Any claims by Mitchell Community College shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.10 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by Mitchell Community College and Vendor.

7.0 ORAL EXPLANATIONS

Mitchell Community College shall not be bound by oral explanations or instructions given at any time during or after the competitive process.

8.0 CRITERIA FOR EVALUATION

Evaluation criteria for the selection of a Vendor shall include the following:

1. Vendor's general approach to meet the requirements of the Request for Proposal as outlined in the proposal response addressing each item of the RFP; provide the personnel, experience and expertise to carry out the required service as demonstrated in the proposal response and from results of reference checks or site reviews. Vendor's Service and Implementation Plan. References submitted. Responsiveness to the Request for Proposal. Return of all pages that need completion and responses to each item in the Scope of Work. The proposal itself as an example of the Vendor's work.
2. Vendor's key personnel experience with jobs of similar size and scope. Number of personnel proposed for use by the Vendor.
3. Cost proposal. The cost proposal response will be based on the cost for custodial services as outlined in the RFP as well as the unit prices for additional services/additions. The College will also consider the cost per square foot per month as outlined.

Vendor: _____

9.0 GENERAL PROCUREMENT INSTRUCTIONS

1. An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted prior to the proposal closing. It shall be the Vendor's responsibility to verify that all applicable addenda are submitted as required.
2. All proposals shall be received by the issuing agency no later than the opening date and time listed on the cover sheet of this proposal. Each proposal must be signed and dated by an official authorized to bind the firm. Late proposals will be considered non responsive and not opened.
3. During the evaluation and at their option, the evaluators may request oral presentations from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Vendors are cautioned that the evaluators are not required to request clarification; therefore, all proposals shall be complete and reflect the most favorable terms available from the Vendor.
4. Proposals shall be evaluated according to completeness, content, and cost. The award of a contract to one Vendor does not mean that the other proposals lacked merit, but that all facts considered the selected proposal was deemed to provide the best value to Mitchell Community College.
5. After proposals are evaluated, and offer is made, accepted and approved by appropriate authorities, Mitchell Community College shall issue a Purchase Order and attach a copy of the fully executed contract.
6. Vendors are cautioned that this is a request for offers, not a request to contract, and the College reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the College.
7. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. In an effort to support the sustainability efforts of Mitchell Community College, we solicit your cooperation in this effort.
8. Any costs incurred by Vendors in preparing or submitting offers are the sole responsibility of the Vendor. Mitchell Community College shall not reimburse any Vendor for any costs incurred prior to award.

10.0 COST PROPOSAL

The cost to provide items listed in the RFP document shall be completed on ATTACHMENT A: PRICING. The cost must include all labor, transportation, tools, equipment, expenses (travel and otherwise), and any other costs incurred by the Vendor.

Vendor: _____

11.0 SPACE INVENTORY

Appendix A shows the approximate cleanable square footage for each facility. The data in Appendix A is the most current in the College space inventory and shall provide the bidder with a representation of the buildings and area that will be part of this work effort.

Appendix A:

BUILDING	CONTINUOUS Sq. Ft.	Areas to Clean
<i>*Statesville Campus:</i>		
Main Building	39,000	Entire Building
Grier Science Building	19,320	Entire Building
Vocational Building	3,200	Ground Floor Hallways and Restrooms
Huskins Library	7,200	Ground Floor and Rotary
Business Houses/IT & Maintenance	11,000	Security, Frazier, Friends, Wallace, Kirkman, Music, Current and IT/M
Old Gym	3,600	Entire Building
<i>* Cherry St. Campus:</i>		
Health Sciences	36,000	Entire Building
<i>* Front St. Campus:</i>		
Agricultural	3,600	Entire Building
Art/Fire Annex Building	4,600	Entire Building
HVAC/Welding Building	3,600	Entire Building
Culinary/Executive Training Facility	3,270	Entire Building
<i>*Mooresville Campus and other:</i>		
Mooresville : Sara Tice Building	28,900	Entire Building
Cosmetology	6,250	Entire Building
Approximate Total Sq. Ft.	169,540 Sq. Ft. Total	

Vendor: _____

12.0 ATTACHMENTS**ATTACHMENT A: PRICING – Pricing Table**

DESCRIPTION		COST
Janitorial Services As Outlined To Include: 5 – Full Time Custodians (40 hr. work week) 1 - Full Time Working Supervisor: (40 hr. work week)		 \$ <i>Monthly</i> \$ <i>Monthly</i>
Annual Contract Cost (12 months)		\$ <i>Annually</i>
Additional Services – (If needed) Other than regular business hours:		\$ <i>Per Hour</i>

Vendor: _____

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****