

**STATE OF NORTH CAROLINA**  
**Rowan-Cabarrus Community College**  
**Request for Proposal #: 121-112025BB**  
**Janitorial Services**

**Date of Issue: November 20, 2025**

**Proposal Opening Date: January 29, 2026**  
**At 2:00 PM ET**

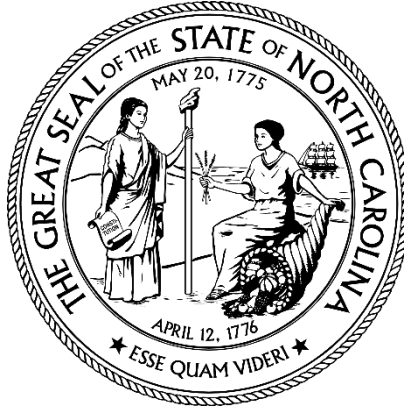
**Direct all inquiries concerning this RFP to:**

Ben Brown

Facilities Operations and Maintenance Director

Email: [ben.brown@rccc.edu](mailto:ben.brown@rccc.edu)

Phone: 704-216-3453



## STATE OF NORTH CAROLINA

### Request for Proposal #

**121-112025BB**

For internal College/State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g., Social Security 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 is to be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

**ID Number:**

\_\_\_\_\_  
Federal ID Number or Social Security Number

\_\_\_\_\_  
Vendor Name

**COLLEGE/STATE OF NORTH CAROLINA  
Rowan-Cabarrus Community College**

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> <b>Ben Brown</b> <a href="mailto:ben.brown@rccc.edu">ben.brown@rccc.edu</a> 704-216-3453	<b>Request for Proposal # 121-112025BB</b> <b>Proposals will be publicly opened: January 29, 2026 at 2:00 PM via Zoom</b> The link to the opening will be provided with the <b>Response to Questions Addendum by January 16, 2026</b>
<b>Contract Type:</b>	<b>Using Agency: Rowan-Cabarrus Community College</b>
<b>Commodity No. and Description:</b>	<b>Requisition No.: N/A</b>

**EXECUTION**

In compliance with this Request for Proposals (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 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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 College/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. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any College/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 College/State, or from any person seeking to do business with the College/State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COLLEGE/STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
<b>VENDOR'S AUTHORIZED SIGNATURE*:</b>	<b>DATE:</b>	<b>EMAIL:</b>
<small>*If submitting an electronic response Vendor has two options:1) Vendor may apply a wet signature, scan, and then upload this attestation page as an attachment for submission through NC BIDS; or 2) Vendor may apply a digital/electronic signature in the designated box, scan, and then upload as an attachment along with its proposal</small>		

Offer valid for at least 60 days from date of proposal opening, unless otherwise College/Stated here: \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the College/State of North Carolina, an authorized representative of Rowan-Cabarrus Community College shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR COLLEGE/STATE USE ONLY:** Offer accept and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2023, as indicated on the attached certification, by \_\_\_\_\_

**(Authorized Representative of Rowan-Cabarrus Community College**

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## 1.0 PURPOSE AND BACKGROUND

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Rowan-Cabarrus Community College is a community college located within Rowan and Cabarrus Counties. It has five campuses.

The purpose of this request for proposal is to establish an all-inclusive service contract for the provision of janitorial services with a model that provides primarily late-afternoon and evening cleaning services and daytime portering services. The services will be provided on an agreed upon schedule between the College and Bidder awarded the contract. Portering services is defined in Section 5.4.1.

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 TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the College/State'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 College/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 College/State 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 College/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. **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.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions of this RFP, about whether a specific, proposed language modification is acceptable to or will be considered by the College/State. Identification of objections or exceptions to the College/State's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected. A Vendor may, however, attach a separate page to its proposal, titled "Request for Proposed Modifications to Terms and Conditions," and identify specific modifications that it requests the College/State to consider. The College/State will evaluate all proposals without regard to any proposed modifications. Once a proposal has been identified as the one for which an award recommendation has been made but prior to approval of the recommendation, the College/State, in its sole and absolute discretion, may consider any proposed modifications attached to the proposal. Any modification(s) to the terms and conditions agreed to by the College/State will be identified in the Certification of Award. Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the College/State. Only those proposed modifications identified in the award certification shall be part of the Contract, and the College/State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations prior to certification of award, agree to compromise language concerning one or more proposed modifications. By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the College/State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request.

Contact with anyone working for or with the College/State regarding this RFP other than the College/State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the College's/College/State's election.

### 2.3 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	College/State	<a href="#">November 20, 2025</a>
Hold Pre-Proposal Meeting/Site Visit	College/State	<a href="#">December 19, 2025 9:00 AM until</a>
Submit Written Questions	Vendor	<a href="#">January 8, 2026 by 1:00 PM</a>
Provide Response to Questions	College/State	<a href="#">January 16, 2026</a>
Submit Proposals	Vendor	<a href="#">January 29, 2026 by 2:00 PM</a>
Contract Award	College/State	<a href="#">March 22, 2026</a>
Contract Effective Date	College/State	<a href="#">May 1, 2026</a>

### 2.4 Mandatory Site Visit

Date: **December 19 2025**  
 Time: **9:00 AM Eastern Time**

**Instructions:** It shall be **MANDATORY** that each Vendor representative be present for a pre-proposal site visit on **December 19, 2025**. Attendees must meet promptly at **9:00 AM** Eastern Time at:

**Rowan Cabarrus Community College, North Campus**  
**Building N102, Room 205**  
**1333 Jake Alexander Blvd, S.**  
**Salisbury, NC 28145**  
**Contact Telephone: 704-216-3453**

All attendees **must sign in upon arrival at each site** and clearly indicate the 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.** All sites will be visited, North Campus, College Station, NCRC/ATC, South Campus and CBTC.

**Prior to the site visit**, all potential bidders should email Ben Brown at [ben.brown@rccc.edu](mailto:ben.brown@rccc.edu) and request the link to all required building information. A link to OneDrive will be provided with all the building layouts/drawings with room types and square footage.

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

### 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 **Ben Brown** at [ben.brown@rccc.edu](mailto:ben.brown@rccc.edu) by the date and time specified above. Vendors should enter **“RFP # 121-112025BB Questions”** as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the College/State’s response, and any additional terms deemed necessary by the College/State will be posted in the form of an addendum to the **North Carolina Electronic Vendor Portal (eVP)**, <http://www.evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any College/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.

## 2.6 PROPOSAL SUBMITTAL via email only

**IMPORTANT NOTE: This is an absolute requirement.** All Proposals shall be submitted to [collegeenvironment@rccc.edu](mailto:collegeenvironment@rccc.edu) Vendor shall bear the risk for late submission due to unintended or unanticipated delay—delivery by hand, U.S. Postal Service, courier or other delivery service are not allowed. **Electronic submittals via email are required. It is the Vendor’s sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening.** The time and date of submission will be marked on each proposal when received. An email will be sent to the Vendor confirming receipt of the proposal. Any proposal-submitted after the proposal deadline will be rejected.

<b>All Proposals shall be submitted in pdf format via email</b>	
PROPOSAL NUMBER: <a href="#">121-112025BB</a>	PROPOSAL NUMBER: <a href="#">121-112025BB</a>
Subject line must include proposal # <a href="#">121-112025BB</a> And <a href="#">Janitorial Services RFP</a>	Submit proposal to: <a href="mailto:collegeenvironment@rccc.edu">collegeenvironment@rccc.edu</a>

- a) Submit **one (1)** signed, original executed proposal.
- b) Submit your proposal via email as noted above. An email confirming receipt of your proposal will be sent via return email. Digital files will not be opened by anyone until the public bid opening via Zoom meeting. If Vendor submits more than one (1) proposal, each proposal shall be submitted separately and marked accordingly in the comment line of the email. Proposals are subject to rejection unless submitted with the information above included on the email comment line.
- c) Electronic Copies of proposal File contents shall **NOT** be password protected but shall be in .PDF format and shall be capable of being copied to other sources.

**The file must contain the entire Technical and Cost Proposal including any proprietary information.**

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor’s proposal(s).

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

Contact with anyone working for or with the State regarding this RFP other than the State Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the State’s election.

## 2.7 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) Company Profile, Qualifications, Staffing Plan and Policies, Operations Plan and Policies
- d) Completed and signed version of EXECUTION PAGES and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- e) Completed version of ATTACHMENT A: INSTRUCTIONS TO VENDORS
- f) ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- g) ATTACHMENT C: PRICING
- h) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

- i) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION
- k) Completed and signed version of ATTACHMENT G: LIST OF SUPPLIES BY LOCATION

## 2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: **“Alternate Proposal # \_\_\_ for ‘name of Vendor’”**. Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER**: The employee of the College/State or Other Eligible Entity that places an order with the Vendor.
- c) **COMMUNITY COLLEGE**: Any of the fifty-eight (58) public North Carolina Community Colleges.
- d) **CONTRACT LEAD**: Representative of Rowan-Cabarrus Community College who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the College/State and who will administer this contract for the College/State.
- e) **E-PROCUREMENT SERVICES**: The program, system, and associated Services through which the College/State conducts electronic procurement.
- f) **FOB-DESTINATION**: Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- g) **LOT**: A grouping of similar products within this RFP.
- h) **ON-TIME DELIVERY**: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED PROPOSAL**: A responsive proposal submitted by a responsible Vendor.
- j) **RCCC or the College**: Rowan-Cabarrus Community College
- k) **RFP**: Request for Proposal
- l) **SERVICES or SERVICE DELIVERABLES**: The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- m) **STATE**: The College/State of North Carolina, including any of its sub-units recognized under North Carolina law.
- n) **STATE AGENCY**: Any of the more than 400 sub-units within the executive branch of the College/State, including its departments, boards, commissions, institutions of higher education and other institutions.
- o) **VENDOR**: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and College/State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

***The selection of a contractor is planned to be finalized and announced by March 22, 2026. Evaluation of proposals will be based upon the point outline in Section 3.4 below. All material, equipment and supplies must comply fully with all safety requirements as set forth by all applicable agencies and recognized professional***

**and building standards. Safety Guidelines of Rowan-Cabarrus Community College must be followed and can be found at <https://www.rccc.edu/environservices/college-construction-safety-guidelines/>.**

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

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the College/State's discretion, be disqualified from further evaluation or consideration.

The College/State reserves the right to waive any minor informality or technicality in proposals received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the 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 and/or the award of the contract. **A Vendor not in compliance with this provision shall be disqualified from contract award,** unless it is determined in the College's/State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the College/State would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

### **3.3 PROPOSAL EVALUATION PROCESS**

The College/State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

The College/State will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.5 of this RFP.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. 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.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the College/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 College/State.

Upon completion of the technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be evaluated. The total cost offered by each firm 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.

The College/State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the College/State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

**3.4 EVALUATION CRITERIA**

All qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the College/State:

**Technical: (65 Maximum Points)**

**Qualifications** **40 Points total**

- Experience (Section 4.7)
- Financial Stability (Section 4.6)
- References (Section 4.8)

**Personnel (all in Section 4.10)** **10 Points total**

- Supervision
  - Qualifications of Supervisors
  - Experience of Supervisors
- Management
  - Qualification of Management

**Supplies & Equipment (Section 4.1.D.5)** **5 Points total.**

**Training Program (Section 4.1.D.4)** **5 Points total**

Employee Education Assistance Program(Section 4.10, h) **5 Points total**

*(Vendor shall provide a copy of the Training Program)*

**Price: (35 Maximum Points)**

Example: The College/State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 35. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$35 \quad \times \quad \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

**3.5 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the College/State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the College/State:

- a) Total cost to the College/State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the College/State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the College’s /State’s business requirements and internal operational culture.
- g) Particular risk factors such as the security of the College’s /State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.6 INTERPRETATION OF TERMS AND PHRASES**

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. 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, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department 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 to a requirement would allow for the College/State to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

### **4.1 PROPOSAL FORMAT**

Proposal must be submitted in the form outlined below. See Section 2.6 for Proposal Contents for the order. The materials submitted must be in sequence and related to this Request for Proposal. Each category must be included with the item requested within that category. Rowan-Cabarrus Community College will make no reimbursement for the cost of developing or presenting proposals in response to the request. Proposals are to be brief and to the point.

#### **a) Company Profile**

History of company, year founded, philosophy or mission statement, description of types and number of accounts served, number or employees, ownership of company and business classification (corporation, partnership, LLC, sole proprietorship).

#### **b) Qualifications**

1. Each vendor shall submit evidence of qualifications which would influence the ability to perform satisfactorily the housekeeping services defined elsewhere in this document. Vendor must have been in business for a minimum of five (5) years.
2. Vendor must submit, along with contact name and phone number and email address, at least three (3) accounts serviced by the vendor that are similar in size, type and quality of cleaning to this proposal. Rowan-Cabarrus Community College reserves the right to contact these businesses, institutions, etc. and requires that contact information be included for each account. Failure to comply will result in rejection of proposal.
3. Rowan-Cabarrus Community College wishes to maintain the highest possible standards of cleanliness while also serving our community and students as responsible stewards to our environment. Therefore, responders should provide documentation of their efforts to comply with “Green Cleaning” including use of products that are “Green Seal” compliant. Additional information is available at [www.greenseal.org](http://www.greenseal.org). Other comparable organizational certifications are also accepted. Vendor should provide a listing of all relevant professional organization memberships.
4. Vendor is required to list all contracts lost in the last three (3) years along with reason for cancellation or non-renewal. Rowan-Cabarrus Community College reserves the right to contact these businesses, institutions, etc. and requires that contact information be included for each account. Failure to comply will result in rejection of proposal.
5. Vendor is required to provide ATTACHMENT E: Certificate of Financial Condition.
6. Vendor is required to provide certificate of liability insurance that meets the requirements outlined in the attached contract and in these instructions to contractors within 15 days of award.

#### **c) Staffing Plan and Policies**

1. Detail the company’s staffing and management plan for Rowan-Cabarrus Community College internal use only. Please describe the qualifications and experience of supervisors and management.

2. Provide an acceptable company logo, organizational chart and company's public contact information for display on the Rowan-Cabarrus Community College website.

**d) Operations Plan and Policies**

1. Explain quality control procedures.
2. Explain how vendor will be accountable for service problems and failures.
3. Explain emergency cleaning procedures and biohazard response.
4. Include training plans and procedures that will be implemented at Rowan-Cabarrus Community College. Include training topics to be covered. Provide rosters of trainees per each subject of training to the College Safety Manager.
5. List grades, qualities and brand name of chemicals that would be used at the College site.
6. Explain security plans and procedures.
7. Provide contract supervisor/project manager contact information for Rowan-Cabarrus Community College internal use only. Manager contact must be able to communicate effectively with the College, and the contracted employees must be able to be reached 24 hours a day, 7 days a week for 365 days a year for emergencies.

**4.2 CONTRACT TERM, ADDITIONS/DELETIONS and TERMINATION/CANCELLATION**

The Contract shall have an initial term of one (1) year, beginning on the effective date of contract.

At the end of the Contract's current term, the College/State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The College/State will give the Vendor written notice of its intent whether to exercise each option no later than **thirty (30) days before** the end of the Contract's then-current term. In addition, the College/State reserves the right to extend a contract term for a period of **up to 180 days in 90-day-or-less increments**.

Additions or deletions of buildings or areas are possible, and the College **will give a thirty (30) day notice** to the vendor. Pricing for additional areas will be based on the same costs as quoted for other similar type and size/room buildings or areas. The College has buildings under renovation now and also wants the option to add others if others are constructed or removed if they are being renovated. Additions and deletions will be based on per square foot prices. Ad Hoc, additions and/or deletions from project scope will be priced with the same unit square foot cost from the initial proposal.

In the event contractor is non-compliant with any portion of the contract, the State/College will give contractor thirty (30) days' written notice to comply. If compliance is unsatisfactory after thirty (30) days, then final written notice may be given to terminate contract thirty (30) days thereafter. Termination may be in whole or in part.

**4.3 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. Complete ATTACHMENT C: PRICING and include in Proposal.

**4.4 INVOICES**

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address:

**Rowan-Cabarrus Community College**  
**Attn: Accounts Payable - Contracts**  
**P.O. Box 1595**  
**Salisbury, NC 28145-1595**

Or emailed to: [ap-contracts@rccc.edu](mailto:ap-contracts@rccc.edu)

- c) Invoices must be submitted on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided.
- d) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct contract number and purchase order number may cause delay in payment.

- e) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the location, amount per location and the amount of fees due to the Vendor.

**4.5 PAYMENT TERMS**

- a) The Vendor will be compensated at the rates quoted in the Vendor’s approved cost Proposal. Vendor will be paid twelve (12) equal monthly payments.
- b) The Vendor will be paid **net thirty (30) days** after the Vendor’s invoices are approved by the College/State.

**4.6 FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The College/State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the contract, the Vendor shall notify the College/State within thirty (30) days of any occurrence or condition that materially alters the truth of any College/Statement made in this Certification.

**4.7 VENDOR EXPERIENCE, HISTORY AND QUALIFICATIONS**

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

A brief history of your company must accompany your response to this RFP. It must include the following but is not limited to: number of years in business, number of employees employed by the company and company background.

The successful bidder shall demonstrate to the College’s satisfaction that they have continuously and regularly been in the business of providing the services outlined in this RFP for a period of not less than five (5) years and have held accounts totaling at least 400,000 square feet. Experience in a community college environment is considered an asset.

**4.8 REFERENCES**

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The College/State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	CONTACT EMAIL ADDRESS

## 4.9 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the College/State. As part of Vendor background, the details below must be provided to the College/State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any College/State or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any College/State or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.
- f) **Lundsford Act/Criminal Background Checks** – Contractor acknowledges that G.S. 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school (or College as we have Early College Programs on our Campuses). Contractor shall provide certification that it has conducted sexual offender registry checks on each of its owners, employees, agents or subcontractors who will engage in any service on or delivery of goods to Schools System/College property or at a School System/College sponsored event (checks can be conducted at no cost at <http://www.nsopw.gov/>). Contractor shall not assign any individual to deliver goods, provide services on School System/College property or at a School System/College sponsored event if said individual appears on any of the listed registries.

Vendor's responses to these requests shall be considered to be continuing representations, and Vendor's failure to notify the College/State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this contract.

## 4.10 PERSONNEL

### VENDOR'S REPRESENTATIONS

- a) Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The College/State will approve or disapprove the requested substitution in a timely manner. The College/State may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the College/State may request acceptable substitute personnel or terminate the contract services provided by such personnel.
- b) All matters pertaining to the recruitment, screening, hiring and retention shall be the exclusive responsibility of the vendor/contractor. These matter shall be done fully in compliance with existing statutes and regulation pertaining to affirmative action, non-discrimination, wage and hour and any other stipulation related to prudent personnel management.
- c) No employee who has a police record other than minor traffic violations may be assigned duties under this contract. Contractor shall be responsible for submission of Police clearance record within 24 hours upon request.
- d) Contractor will pay all taxes pertaining to his employees as required by law.

- e) Awarded contractor must be bonded in the amount of \$1,000,000. (One Million Dollars) and must submit proof within 15 days of award and prior to the start of the contract.
- f) Any person employed by the contractor whose work habits and/or conduct are deemed questionable or objectionable shall be removed from the workforce immediately upon written notification by the authorized Rowan-Cabarrus Community College representative.
- g) **Safety and Training:** Only those personnel who have been properly trained shall be assigned duties under this contract. The contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees, the College's students, staff and faculty. Training must also cover Blood Borne Pathogens and Personal Protective Equipment. The contractor will provide documentation of all employees' safety training to the College's Safety Officer. The use of "green" products is encouraged where the "green" products perform as well as the "non-green" products. Some classrooms contain floor boxes with data and power connections. Special care must be taken to ensure that these boxes remain dry to prevent losses of equipment and safety hazards to personnel.
- h) Contractor shall provide documentation of an Employee Education Assistance Program that allows employees to receive outside education assistance to assist them in career development and further their education.
- i) **Security:** The contractor shall be responsible for training employees in the security requirements of Rowan-Cabarrus Community College and shall be responsible for the enforcement of the same.
  - 1. The contractor will be responsible for safeguarding against loss, theft or damage to all Rowan-Cabarrus Community College property, materials, equipment and accessories which might be exposed to or by the contractor's personnel.
  - 2. Possession of guns, knives or other dangerous weapons on College property is prohibited and will be prosecuted to the full extent of the law.
  - 3. The possession of alcohol and illegal drugs are prohibited on the campus. The use of tobacco products on Rowan-Cabarrus Community College properties is prohibited.
  - 4. Keys must be properly handled to maintain property security and safety. Additionally, contractor will be fully responsible for the replacement of any keys that are lost, and all costs associated with the required re-keying of facilities.
  - 5. Contractor must ensure the security of buildings that are serviced outside routine hours of operations. The College secures buildings via building checks and the activation of building alarms generally beginning at 11:00 PM until 7:00 AM on those days the College is in operation. It is anticipated the contractor will be required to coordinate their work with the College Security. Any task performed during these hours (11:00 PM until 7:00 AM) will require a detailed security plan. Such procedures may include, but not be limited to:
    - i. Securing the building outside doors after the contractor's employees have entered to begin their shift.
    - ii. Modification of work practices by Rowan-Cabarrus Community College Security and the contractor to achieve the desired results.
    - iii. Careful control of keys as defined by Rowan-Cabarrus Community College Procedures to allow for audits of locks and keys.
    - iv. Any other necessary procedures that may be required after award that are specified herein.
- j) **Supervision:** All supervision of the work and personnel required for the execution of the contractual requirements will be performed by the contractor or his/her designated representative. The contractor must provide a single point of contact for Rowan-Cabarrus Community College that is available and authorized to respond to questions or complaints twenty-four (24) hours a day. The contact must be accessible via email, text message and mobile phone and must reply to calls and messages within a fifteen (15) minute timeframe.
- k) **Damage:** Contractor will be responsible for the repair or replacement cost to the satisfaction of Rowan-Cabarrus Community College's representative of any damage to the facility caused by any employee of the contractor. Examples of damages include whiteboards that were damaged by cleaning with glass cleaner instead of whiteboard specific cleaner and toilets and floor tiles damaged by muriatic acid. Contractor personnel must report damages as soon as they are observed.

#### 4.11 PRESENTATIONS

The College may invite the most responsive vendor(s) to give an oral presentation and respond to questions.

## 5.0 SCOPE OF WORK

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### 5.1. GENERAL

The intention of this proposal is to establish an all-inclusive service contract for the provision of janitorial services with a model that provides primarily late-afternoon and evening cleaning services and daytime portering services for all locations and buildings listed in this RFP and any new ones that the College may add. The services will be provided on an agreed upon schedule between the College and Bidder awarded the contract.

It will be the responsibility of the vendor to provide housekeeping services in keeping with high standards for an educational institution from the perspectives of sanitation, public relation and protection of the physical facility. Therefore, the intent of this proposal request is to approach this matter from a level of cleanliness concept, and a detailed cleaning schedule is included.

To the extent possible, detailed information on buildings and gross square feet has been furnished in the link to OneDrive mentioned in the Site Visit and Pre-Bid Conference on page 7. However, through site visits, actual measurements, use of existing drawings and/or other means, it shall be the responsibility of the vendor to verify measurements as deemed applicable for the submission of a proposal.

### 5.2. TASKS/DELIVERABLES

- 5.2.1. The awarded vendor will provide an all-inclusive service contract for janitorial services for all Rowan-Cabarrus Community College campus locations on an agreed scheduled between the College and the vendor. The awarded vendor will provide late-afternoon and evening cleaning services (4 PM to 11 PM) and daytime portering services.
- 5.2.2. Vendor/Contractor shall furnish toilet tissue, paper towels, hand soap, hand sanitizer, and trash can liners (clear and black) that fit our dispensers already installed. Cost of these items to be included in the cost of the services **and will not be invoiced** separately. Vendor/Contractor shall furnish cleaning supplies, tools, equipment, and personal protective equipment (as provided in ATTACHMENT G: LIST OF SUPPLIES BY LOCATION). Bidder must submit a sample of an SDS for each product with bid package.
- 5.2.3. **Equipment and Supplies/Materials:** The procurement and maintenance of all equipment required for the successful execution of this contractual obligation will be the contractor's responsibility. This will include but not necessarily be limited to all cleaning supplies and all cleaning equipment. Rowan-Cabarrus Community College will provide locked storage spaces, but it will not be responsible for losses, which may be incurred due to theft and/or vandalism. A listing of all chemicals and equipment which will be used by the successful contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after duly authorized by RCCC's representative. All equipment will be maintained properly and kept in clean condition.  

All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Safety Data Sheets (SDS) will be maintained on each job site for all chemicals used in the cleaning processes. Copies of the approved chemical list and the associated Safety Data Sheets will be provided to the College's Safety Manager (Hard copy and PDF). Contractor employees must be prohibited from providing and/or using chemicals not on the approved list. Preference will be given to environmentally responsible products in keeping with the goal of a "green" environment.
- 5.2.4. The contractor must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of Rowan-Cabarrus Community College.
- 5.2.5. **Emergencies:** All emergency conditions must be promptly reported to College Security. Acts of vandalism and malicious damage must be reported to College Security for investigation and documentation prior to remediation.
- 5.2.6. **Scheduling Housekeeping:** All housekeeping shall be done between 4 PM and 11 PM. (nights). Day porters will provide emergency cleaning services, restroom cleaning, and provide small relocation services including box moves and room set ups for conference rooms, classrooms and meeting rooms. Day portering services must be available from 8 am to 4 pm Monday through Friday and available to be scheduled on Saturdays between 8 am and 4 pm.

5.2.7. **Performance Evaluation:** On at least a monthly basis a thorough evaluation of each facility shall be made. The walk thru will be conducted by the College’s designated representative and a contractor’s representative. The intent will be to document those areas where cleaning services are not satisfactory and to serve as a written notification to the contractor that corrective actions are required. Corrective action will be expected in a timely manner. The contractor shall provide a detailed method for conflict resolution in their proposal. The plan for conflict resolution will include, but be limited to, a detailed chain of command for Rowan-Cabarrus Community College to follow for unresolved issues.

5.2.8. **Inspections:** The College will perform routine and continuous inspections of housekeeping services.

5.2.9. **Complaints:** The College will maintain a record of Customer complaints. For each customer complaint, the College Representative shall document the incident and report it to the Contractor.

5.2.10. **Locations and Building List:**

<u>County</u>	<u>Campus</u>	<b>Building</b> <u>Number</u>	<u>Name</u>	<b>Gross</b> <u>Exterior SF</u>
Rowan	North	N101	C. Merrill Hamilton	40,898
Rowan	North	N102	Brownell	57,451
Rowan	North	N103	Administration	37,713
Rowan	North	N110	Building 400	40,765
Rowan	North	N105	Library-Student Center	44,146
Rowan	North	N106	Health Science	69,693
Rowan	North	N131	MOF-Modular Office	1,848
Rowan	North	N107	Building 700	8,987
Rowan	North	N114	Maintenance Building	5,000
Cabarrus	South	S201	Building 1000	43,426
Cabarrus	South	S202	Building 2000	41,469
Cabarrus	South	S203	Building 3000	41,521
Cabarrus	South	S208	Maintenance Building	3,750
Cabarrus	South	S210	Tactical Training Center	7,487
Cabarrus	College Station	K501	College Station	42,331
Cabarrus	CBTC	B401	Cabarrus Business & Tech Ctr.	43,710
Cabarrus	CBTC	B402	CBTC Annex	12,167
Cabarrus	NCRC	C301	NC Research Campus	66,840
Cabarrus	ATC	C302	Advanced Technology Center	55,294

**Total Rowan County: 306,501**

**Total Cabarrus County: 357,995**

**TOTAL:  
664,496**

**Building Floor Plans** will be available on OneDrive Email [Ronda Holland](mailto:ronda.holland@rccc.edu) at [ronda.holland@rccc.edu](mailto:ronda.holland@rccc.edu) to receive the link.

**Location Addresses:**

**North Campus**  
1333 Jake Alexander Blvd. South  
Salisbury, NC 28146

**South Campus**

1531 Trinity Church Road  
Concord, NC 28027

**Cabarrus Business and Technology Center (CBTC)**

660 Concord Parkway North  
Concord, NC 28027

**North Carolina Research Campus (NCRC)**

399 Biotechnology Lane  
Kannapolis, NC 28081

**Advanced Technology Center**

525 John Snow Dr.  
Kannapolis, NC 28081

**College Station**

489 N. Cannon Blvd.  
Kannapolis, NC 28081

**5.3. OBJECTIVES**

Contractor will provide a schedule to provide the tasks below for janitorial services at all campuses. Contractor will also provide day porters as listed in tasks below for each campus as stated. Contactor will provide goods and other cleaning supplies as listed.

**5.4. TASKS**

5.4.1. **Day Porters:** Day Porters are required to respond to spills and to spot check restrooms to ensure that no supplies remain unfilled through an entire shift. For cost proposal purposes all responders should budget for at two (2) Day Porters at South Campus, one (1) Day Porter at CBTC, one (1) Day Porter at NCRC/ATC, one (1) Day Porter at College Station, and two (2) Day Porters at North Campus.

Job Goal: To contribute to the efficient operation of the College by performing both (1) custodial duties that enhance and support the overall image of the facility and (2) furniture reorganization within conference rooms, classrooms and meeting rooms to support various set ups and configurations.

**Performance Responsibilities:**

- a. Police Restrooms throughout the day.
- b. Check and refill all paper and soap dispensers throughout the day.
- c. Room set ups as requested.
- d. Clean up spills.
- e. Mop floors to prevent slipping in wet weather.
- f. Clean up after sick personnel.
- g. Sweep entranceways.
- h. Dust mop halls and clean entrance mats.
- i. Keep custodial closet clean.
- j. Pick up paper and other debris from inside building, loading docks, porches, and vestibules.
- k. Polish water fountains.
- l. Be familiar with all emergency fire alarms and alerts.
- m. Alert College Security of potential problems.

**5.4.2. Other Janitorial Staff:**

**Event Coordinator:** Event Coordinator to coordinate event set-up and breakdowns with requestors and Day Porter Staff. Reports to Supervisor.

**5.4.3.Proposal Checklist/Cleaning Schedule**

**A. Offices, Library, Lounges, and Common Areas**

<b>DUTIES</b>	<b>FREQUENCY</b>
Waste containers – empty and wipe clean or	Daily
Glass Doors – dust and spot clean	Daily
Furniture, fixtures, sills, molding, and ledges – dust and spot clean	Weekly
Doors, door frames and light switches – spot clean	Daily
Ceiling, ceiling vents and lights – dust and remove cobwebs	Weekly
Upholstered furniture – vacuum	Weekly
Paneled walls, baseboards and bookshelves – dust	Weekly
Floors – dust mop and damp mop	Daily
Floors (Carpet) – Vacuum and spot clean	Daily
Floors (Tile) – spray buff	Weekly
Floors (tile, terrazzo) – recondition (VCT-Strip & Wax, Ceramic Tile-Scrub)	Bi-Annually
Terrazzo – Polish	Monthly
Office Floors (Carpet) <b>*See Section D</b>	Bi-Annually
Library, Lounge, and Common Area Floors (Carpet)	Bi-Annually
Blinds or shades – adjust to standard height	Daily
Water Fountains – sanitize	Daily

**B. Restrooms, Shower Rooms, Locker Rooms, Restroom Trailer at Fire Training Ground**

<b>DUTIES</b>	<b>FREQUENCY</b>
Toilet bowls and urinals – clean and sanitize	Daily
Sinks – clean and sanitize and polish fixtures	Daily
Mirrors – clean	Daily
Hand soap, hand sanitizer, towels, menstruation products and tissue containers-refilled	Daily
Waste containers-empty and wipe clean or replace liner	Daily
Doors, lockers, partitions, walls – spot clean	Daily
Fixtures, sills, molding, and ledges – dust and spot clean	Daily
Floors – sweep and damp mop	Daily
Handles on doors, lockers, partitions – clean and disinfect	Daily
Light switches – clean and disinfect	Daily
Floors (tile, terrazzo) – recondition (VCT-Strip & Wax, Ceramic Tile-Scrub)	Quarterly
Terrazzo – Polish	Monthly
Walls – spot clean and remove graffiti	Daily
Countertops – clean and disinfect	Daily
Showers walls and floors – detail clean and disinfect	Monthly
Floors – scrub	Biannually
Ceiling, vents, and lights – remove cobwebs and dust	Weekly
Walls and Partitions – wash and disinfect	Monthly
Shower curtain – clean/disinfect (change if necessary)	Biweekly

**C. Corridors, Lobbies, Entrances and Stairways**

<b>DUTIES</b>	<b>FREQUENCY</b>
Drinking fountains – clean and sanitize	Daily
Waste containers – empty and wipe clean or replace liner	Daily
Furniture, fixtures, sills, molding, and ledges – dust and spot clean	Weekly
Floors (tile, terrazzo or quarry tile) – sweep/dust mop	Daily
Floors (tile, terrazzo or quarry tile) – spot damp mop	Weekly
Floors (tile, terrazzo) – recondition (VCT-strip & Wax, Ceramic Tile-Scrub	Annually
Terrazzo – Polish	Monthly
Walk-off mats – vacuum	Daily
Doors and light switches – spot clean	Daily
Glass Walls – clean both sides	Weekly
Ceiling, vents and lights – remove cobwebs and dust	Weekly
Stairways – sweep and spot mop	Daily
Stairways, railings, landing and baseboards – dust	Weekly
Stairways – complete damp mop	Weekly
Floors (tile, terrazzo, quarry tile) – recondition	Bi-Annually
Blinds or shades – adjust to standard height	Daily

**D. Classrooms, Lecture Rooms, Office Areas, Etc., Student Centers and Dining Room Areas**

<b>DUTIES</b>	<b>FREQUENCY</b>
Instructors’ furniture, ledges and sills – dust/damp wipe	Weekly
Waste Containers – empty and wipe clean if necessary	Daily
Dry erase boards – damp wipe	Weekly or upon request
Chairs and classroom furniture – dust and spot clean	Weekly
Chairs and desks – realign	Daily
Fixtures, sills, molding, and ledges – dust and spot clean	Weekly
Floors (tile and terrazzo) – dust mop	Thrice weekly
Floors (tile and terrazzo) – damp mop	Twice weekly
Floors (tile, terrazzo) – recondition (VCT-Strip & Wax, Ceramic Tile-Scrub	Bi-Annually
Terrazzo – Polish	Monthly
Ceiling, vents, and lights – remove cobwebs and dust (damp wipe annually)	Weekly
Doors, door frames and light switches – spot clean	Daily
Floors (tile and terrazzo) – recondition	Annually
Floors (carpet) – vacuum and spot clean	Thrice weekly
*Floors (carpet) – hot water extraction with PH neutral solution under constant heat (all shampoo)	Bi-Annually
Blinds and shades – adjust to standard height	Daily
Clean vents, windows, blinds up to reachable height from floor without Using ladder	Weekly
Tables and Chairs in Dining Room Areas in N103, N105 and S203 Cleaned	Daily

**E. Science and Vocational Labs (Including but not exclusively - Medical, Dental, Culinary, Cosmetology, and Spa Technologies)**

**Same as classrooms plus the following:**

<b>DUTIES</b>	<b>FREQUENCY</b>
Sinks – clean and disinfect	Daily
Horizontal working areas – damp wipe and disinfect	Daily
Floors (tile & terrazzo) – spot damp mop	Daily
Floors (tile, terrazzo) – recondition (VCT-Strip & Wax, Ceramic Tile-Scrub)	Annually
Terrazzo – Polish	Monthly

**F. Auditorium and Stage**

<b>DUTIES</b>	<b>FREQUENCY</b>
Fixtures, sills, molding, and ledges – dust and spot clean	Weekly
Doors, door frames and light switches – spot clean	Daily
Furniture – dust and spot clean	Weekly
Floors (tile or concrete) – dust mop and spot mop (remove gum)	Weekly or as needed
Floors (carpet) – traffic vacuum and spot clean	Daily
Waste containers – empty, wipe clean and/or replace liners	Daily
Floors (tile) – recondition	Annually
Floors (carpet) *(See Section D)	Annually
Blinds and shades – adjust to standard height	Daily
Floors (tile, terrazzo) – recondition (VCT-Strip & Wax, Ceramic Tile-Scrub)	Annually
Terrazzo – Polish	Monthly

**G. Areas not included in Proposal.**

**North Campus**

- N102 Welding Lab (Remove Trash & Clean Sinks only)
- N102 Automotive Lab (Remove Trash & Clean Sinks only)
- N102 Machine Shop Lab (Remove Trash & Clean Sinks only)
- N105 Kitchen

**South Campus**

- S203 Kitchen (Remove Trash from Office, Clean Restroom only)
- S210 Tactical Training Center (Clean Restrooms & Remove trash only)
- S202 Welding Lab (Remove Trash & Clean Sinks only)

**College Station**

- Wash & Dryer Areas

**Advanced Technology Center**

- Flex Lab (Remove Trash & Clean Sinks only)

## 5.5. 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 proposes to staff the work.

## 5.6. TECHNICAL APPROACH

Vendor's proposal shall include, 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 included.

## 5.7. ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the College/State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the College/State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the College/State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

## 5.8. CERTIFICATION AND SAFETY LABELS

**PRODUCT SAFETY LISTING:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. A list of acceptable marks is available on the Division of Purchase and Contract website at: <https://ncdoa.s3.amazonaws.com/s3fs-public/pandc/Inspection/SafetyLabelsChart-30Apr15.pdf>. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. **All costs for product and industry certifications and listings required to supply conforming products to the State as described in this RFP are the sole responsibility of the Vendor.** The certification or safety label shall be affixed and be visible on the **OUTSIDE** of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection. All cleaning chemicals/products must have a safety label and the SDS sheets must be submitted to the Safety Officer, Danny Carpenter.

## 5.9. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the College/State, up to three (3) months after such end date all such reasonable transition assistance requested by the College/State, 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 College/State or its designees. If the College/State exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this contract (notwithstanding this expiration or cancellation), except for those contract terms or conditions that do not reasonably apply to such transition assistance. The College/State shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the vendor.

## 6.0 CONTRACT ADMINISTRATION

### 6.1 PROJECT MANAGER, CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the College/State a project manager. The College's Contract Manager is Ben Brown or his designate. The project manager shall be the College/State's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service and vice versa.

**6.2 POST AWARD MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of the College/State, shall meet weekly with the College/State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and College/State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. The on-site project manager will be required to attend the weekly Facility Coordination Meeting as scheduled.

**6.3 CONTINUOUS IMPROVEMENT**

The College/State encourages the Vendor to identify opportunities to reduce the total cost the College/State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

**6.4 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the College/State’s Contract Lead for resolution. A claim by the College/State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**6.5 CONTRACT CHANGES**

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

**Attachments to this RFP begin on the next page.**

**ATTACHMENT A: INSTRUCTION TO VENDORS**

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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 opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The College/State 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. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the College/State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the College/State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the College/State.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **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 responses meet the following: [email proposal](#).
9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
10. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any proposal by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets 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 or 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 as is possible.

12. **PROTEST PROCEDURES**: When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note**: Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.evp.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
13. **MISCELLANEOUS**: Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
14. **COMMUNICATIONS BY VENDORS**: In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the College/State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
15. **TABULATIONS**: Proposal tabulations can be electronically retrieved at the North Carolina Electronic Vendor Portal (eVP), <https://evp.nc.gov/> Tabulations will normally be available at this web site not later than one working day after the proposal opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP, and requests for additional details or information concerning such tabulations cannot be honored.
16. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov/>
17. **WITHDRAWAL OF PROPOSAL**: A Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
18. **INFORMAL COMMENTS**: The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the College/State during the competitive process or after award. The College/State is bound only by information provided in this RFP and in formal Addenda issued through IPS.
19. **COST FOR PROPOSAL PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
20. **VENDOR'S REPRESENTATIVE**: 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.

**21. SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describes what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself.

**22. INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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**ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

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**1. PERFORMANCE AND DEFAULT:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the College/State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the College/State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor, or its suppliers or licensors made accessible or furnished to the College/State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The College/State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the College/State.
- b) Vendor has a limited, non-exclusive license to access and use College/State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the College/State related to all services performed or deliverables procured hereunder during the College/State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the College/State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the College/State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the College/State for damages sustained by the College/State by virtue of any breach of The Contract, and the College/State may withhold any payment due to the Vendor for the purpose of setoff until such time as the exact amount of damages due the College/State from such breach can be determined. The College/State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the College/State.
- d) In the event of default by the Vendor, the College/State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the College/State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the College/State.

**2. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The College/State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

**3. 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.

**4. TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the College/State that

solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

- b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the College/State of North Carolina, without regard to its conflict of laws rules, and within which College/State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net no later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. **NON-DISCRIMINATION:**

- a. The Vendor will take necessary action to comply with all Federal and College/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 College/State law.
- b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the College/State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

9. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the College/State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

10. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the College/State may:

- a) Forward the Vendor's payment checks directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the College/State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the College/State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

11. **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:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work

is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the College/State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the College/State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

12. **GENERAL INDEMNITY:** The Vendor shall hold and save the College/State, 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 College/State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the College/State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the College/State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
13. **INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of or have any individual contractual relationship with the Agency.
14. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the College's/State's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Vendor's proposal.
15. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the College/State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
16. **TERMINATION FOR CONVENIENCE:** The College/State may terminate this contract at any time by ninety (90) days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the College/State, become its property. If the contract is terminated by the College/State as provided in this section, the College/State shall pay for services satisfactorily completed by the Vendor, less payment or compensation previously made.
17. **CONFIDENTIALITY:** Any College/State 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 of the College/State.
18. **CARE OF COLLEGE/STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the College/State (College/State Data), or other College/State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the College/State for The Contract. Vendor will reimburse the College/State for loss or damage of such property while in Vendor's custody.

The College/State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such College/State Data shall be returned to the College/State in a form acceptable to the College/State upon the termination or expiration of this Agreement. The Vendor shall notify the College/State of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 *et seq.*

**19. PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be and become the property of the College/State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the College/State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the College/State a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

**20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the College/State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United College/States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the College/State in writing, prior written approval must be obtained from the College/State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a College/State contract to a location outside of the United College/States.

**21. 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, College/State, and local agencies having jurisdiction and/or authority.

**22. 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 College/State 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 College/State statutes of limitation.

**23. ELECTRONIC RECORDS:** The College/State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

**24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the College/State and the Vendor.

**25. 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 College/State under applicable law. The waiver by the College/State 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.

**26. 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.

**27. 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 other College/State or federal constitutional provision or principle that otherwise would be available to the College/State under applicable law.

**ATTACHMENT C: PRICING**

	<u>MONTHLY</u>	<u>ANNUAL</u>	<u>Monthly Prorated Cost per Sq. Ft. for Add/Delete</u>
<b><u>NORTH CAMPUS</u></b>			
Portering	_____	_____	_____
Housekeeping	_____	_____	_____
Supplies	_____	_____	_____
<b>Total North Campus</b>	_____	_____	_____
<b><u>SOUTH CAMPUS</u></b>			
Portering	_____	_____	_____
Housekeeping	_____	_____	_____
Supplies	_____	_____	_____
<b>Total South Campus</b>	_____	_____	_____
<b><u>NCRC CAMPUS</u></b>			
Portering	_____	_____	_____
Housekeeping	_____	_____	_____
Supplies	_____	_____	_____
<b>Total NCRC Campus</b>	_____	_____	_____
<b><u>ATC CAMPUS</u></b>			
Portering	_____	_____	_____
Housekeeping	_____	_____	_____
Supplies	_____	_____	_____
<b>Total ATC Campus</b>	_____	_____	_____

	<u>MONTHLY</u>	<u>ANNUAL</u>	<u>Monthly Prorated Cost per Sq. Ft. for Add/Delete</u>
<b><u>COLLEGE STATION</u></b>			
Portering	_____	_____	_____
Housekeeping	_____	_____	_____
Supplies	_____	_____	_____
<b>Total College Station</b>	_____	_____	_____
<b><u>CBTC (INCLUDING ANNEX)</u></b>			
Portering	_____	_____	_____
Housekeeping	_____	_____	_____
Supplies	_____	_____	_____
<b>Total CBTC</b>	_____	_____	_____
<b>TOTAL FOR ALL SERVICES</b>			
	_____	_____	_____

Rowan-Cabarrus Community College reserves the right to award partial or full amounts based on the College budget. Rowan-Cabarrus Community College reserves the right to award multiple awards but prefers to award to one vendor if possible.

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**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial College/Statements.

Date of latest audit: \_\_\_\_\_

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and College/State taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or College/State law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or College/State law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing College/Statements on behalf of the Vendor.

**Note:** This is a continuing certification, and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**



\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

**ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the College/State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business?  Yes  No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, College/State HUB classification:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

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**ATTACHMENT G: LIST OF SUPPLIES BY LOCATION**

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The supplies by location are listed below.

**NORTH, COLLEGE STATION, CBTC And CBTC ANNEX:**

Trash Can Liners:

- Lg. – 43x47- 1.2 mil - 56 Gal
- Med. – 33x40 – 11 mil – 33 Gal
- Sm. – 24x33 – 6 mil – 15 Gal

Paper Towels:

- Renown Controlled Hard Roll Paper Towels, White, 8 in. x 800 ft.
- Morsoft C Fold Towels C122 White

Seat Covers:

- Scott 15x18 KCC 07410 (special for our dispensers)

Hand Soap:

- Gojo Foaming Hand Soap 1LWU3 (special for our dispensers)

Mop Cleaner Dispensers:

- Diversity Quattro Dispenser – Glance and Alpha HP are used.

Hand Sanitizers:

- Purell Refill 1200 ml. – Floor Stand

Toilet Tissue:

- Scott 2-Ply Jumbo Roll
- Angel Soft 2-Ply

Waxed Liners:

- Kraft 500 count

**SOUTH and Tactical Training Center:**

Trash Can Liners:

- Lg. – 43x47- 1.2 mil - 56 Gal
- Med. – 33x40 – 11 mil – 33 Gal
- Sm. – 24x33 – 6 mil – 15 Gal

Paper Towels:

- Renown Controlled Hard Roll Paper Towels, White, 8 in. x 800 ft.

Seat Covers:

- Health Gards 20 sleeves of 250 (#HG-5000)

Hand Soap:

- Gojo Foaming Hand Soap 1LWU3 (special for our dispensers) – (2 1200 ml/case #5665-02)

Mop Cleaner Dispensers:

- Diversity Quattro Dispenser – Glance and Alpha HP are used.

Hand Sanitizers:

- Purell Refill 1200 ml. – Floor Stand – (4 1200 ml/case #5456-04)

Toilet Tissue:

- Scott 2-Ply Jumbo Roll
- Angel Soft 2-Ply

Waxed Liners:

- Kraft 500 count

**CBTC:**

Trash Can Liners:

- Lg. – 43x47- 1.2 mil - 56 Gal
- Med. – 33x40 – 11 mil – 33 Gal
- Sm. – 24x33 – 6 mil – 15 Gal

Paper Towels:

- Renown Controlled Hard Roll Paper Towels, White, 8 in. x 800 ft.

Seat Covers:

- Health Gards 20 sleeves of 250 (#HG-5000)

Hand Soap:

- Gojo Foaming Hand Soap 1LWU3 (special for our dispensers) – (2 1200 ml/case #5665-02)

Mop Cleaner Dispensers:

- Diversity Quattro Dispenser – Glance and Alpha HP are used.

Proposal Number: **121-112025BB**

Vendor: \_\_\_\_\_

Hand Sanitizers:

Purell Refill 1200 ml. – Floor Stand – (4 1200 ml/case #5456-04)

Toilet Tissue:

Scott 2-Ply Jumbo Roll

Angel Soft 2-Ply

**COLLEGE STATION:**

Trash Can Liners:

Lg. – 43x47- 1.2 mil - 56 Gal

Med. – 33x40 – 11 mil – 33 Gal

Sm. – 24x33 – 6 mil – 15 Gal

Paper Towels:

Renown Controlled Hard Roll Paper Towels, White, 8 in. x 800 ft.

Georgia Pacific – Big Z-Fold paper towels (#20887)

Seat Covers:

Health Gards – HG-5000

Hand Soap:

Gojo Foaming Hand Soap (2 1200 ml/case #5665-02)

Mop Heads:

Renown Med. Blue Blend

Renown Med. Blue & White Blend

Hand Sanitizers:

Purell Refill 1200 ml. – Floor Stand – (4 1200 ml/case #5456-04)

Toilet Tissue:

Scott 2-Ply Jumbo Roll

Angel Soft 2-Ply

Air Freshener:

Renown – 6 oz Aerosol Dispenser

Cleaning Products:

Diversity Morning Mist

Stainless Steel Cleaner

Waxed Liners:

Kraft 500 count

**NCRC:**

Trash Can Liners:

Lg. – 43x47- 1.2 mil - 56 Gal

Med. – 33x40 – 11 mil – 33 Gal

Sm. – 24x33 – 6 mil – 15 Gal

Paper Towels:

Georgia Pacific – Big Z-Fold paper towels (#20887) or Signature C-fold, Natural, #23000

enMotion Roll Towels, Natural, #89480

Hand Soap:

GoJo 1 Gal Body/Hair Shampoo

Hand Sanitizers:

Purell Refill 1200 ml. – Floor Stand – (4 1200 ml/case #5456-04)

Toilet Tissue:

Scott 2-Ply Jumbo Roll

Angel Soft 2-Ply

Air Freshener:

Renown – 6 oz Aerosol Dispenser

Cleaning Products:

Diversity Morning Mist

Expo White Board Cleaner #81803

Diversity Crew

Aspire Stainless Steel Spray Cleaner #A00146

Waxed Liners:

Kraft 500 Count

**ATC:**

Trash Can Liners:

- Lg. – 43x47- 1.2 mil - 56 Gal
- Med. – 33x40 – 11 mil – 33 Gal
- Sm. – 24x33 – 6 mil – 15 Gal

Paper Towels:

enMotion 8” Paper Towel 1 ply towel #89420

Seat Covers:

Scott 15x18 KCC 07410 (special for our dispensers)

Hand Soap:

Purell Soap ES8 G0J777-02

Mop Cleaner Dispensers:

Diversity Quattro Dispenser – Glance and Alpha HP are used.

Hand Sanitizers:

Purell Refill 1200 ml. – Floor Stand

Toilet Tissue:

- Scott 2-Ply Jumbo Roll
- Angel Soft 2-Ply

Waxed Liners:

Kraft 500 Count

**ALL LOCATIONS:**

- Brooms, Dustpans, Mops, Buckets, Utility Carts, Vacuums, Dust mops
- Nitrile gloves
- 4’ fiberglass ladder
- Cleaning Products as needed.

**MAKE AND MODEL**

Manufacturer’s name and model/catalog numbers used are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from specifications must be pointed out in its bid. Also, Vendor must include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational and conformational equivalence of the bid item to the specified item.

Some items are listed as brand specific because the College has dispensers installed, but the Contractor may change dispensers and products with College approval to a comparable product.

Differences in Brand, product number, etc. (as mentioned in Make and Model above) must be listed below. If quoting different products than listed, please list the information, brand, product number, etc., below.

Proposal Number: **121-112025BB**

Vendor: \_\_\_\_\_

**Proposed Change to:**

Trash Can Liners:

- Lg. – 43x47- 1.2 mil - 56 Gal
- Med. – 33x40 – 11 mil – 33 Gal
- Sm. – 24x33 – 6 mil – 15 Gal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Paper Towels:

- enMotion Roll Towels, Natural, #89480 (NCRC only)

\_\_\_\_\_

Seat Covers:

- Scott 15x18 KCC 07410 (special for our dispensers)
- Health Gards 20 sleeves of 250 (#HG-5000)

\_\_\_\_\_

\_\_\_\_\_

Hand Soap:

- Gojo Foaming Hand Soap 1LWU3 (special for our dispensers)

\_\_\_\_\_

Mop Cleaner Dispensers:

- Diversity Quattro Dispenser – Glance and Alpha HP are used

\_\_\_\_\_

Mop Heads:

- Renown Med. Blue Blend

121-111425BB

\_\_\_\_\_

Hand Sanitizers:

- Purell Refill 1200 ml. – Floor Stand

\_\_\_\_\_

Toilet Tissue:

- Scott 2-Ply Jumbo Roll
- Angel Soft 2-Ply

\_\_\_\_\_

\_\_\_\_\_

Waxed Liners:

- Kraft 500 Count

\_\_\_\_\_

Air Freshener:

- Renown 6 oz. Aerosol Dispenser

\_\_\_\_\_

Cleaning Products:

- Diversity Morning Mist
- Expo White Board Cleaner #81803
- Eco Concepts, Restroom Cleaner #25
- Eco Concepts, All Purpose Cleaner, #1
- Eco Concepts, Glass & Window Cleaner #27
- Nitrile gloves Ned & LX Blue

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- Brooms, Dustpans, Mops, Buckets, Utility Carts, Vacuums,
- Dust mops
- 4' fiberglass ladder

\_\_\_\_\_

\_\_\_\_\_