

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: MAY 21, 2020 AGENDA ITEM NUMBER: 15

SUBJECT: RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A CONTRACT FOR JANITORIAL SERVICES FOR DESIGNATED FORSYTH COUNTY PARKS & RECREATION FACILITIES (PARKS & RECREATION DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

This is a contract to provide janitorial services at the Tanglewood Park Clubhouse on a daily basis, the Tanglewood Park Manor House Trophy Room only after large wedding package events, and for Triad Park Woodland Hall after events. The project was advertised through the City/County Purchasing Department. The firm, A Step Above Cleaning Service LLC, a state certified HUB vendor, was chosen. The proposal price total for all locations was \$70,817.00.

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr. /AMS* DATE: May 19, 2020
COUNTY MANAGER

**RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A
CONTRACT FOR JANITORIAL SERVICES FOR DESIGNATED
FORSYTH COUNTY PARKS & RECREATION FACILITIES
(PARKS & RECREATION DEPARTMENT)**

WHEREAS on March 3, 2020, Requests for Proposals (RFPs) to provide janitorial services to Forsyth County facilities were sent to eighty-four companies known to provide the requested services and was also advertised on the City/County website, the N.C. Interactive Purchasing System, and in the Winston-Salem Journal;

WHEREAS proposals were received at 5:00 p.m., Friday, April 24, 2020, in response to Forsyth County’s RFP to provide janitorial services at designated Forsyth County Parks & Recreation facilities, and the following proposals were received:

A Step Above Cleaning Service LLC	\$ 72,367.00
Aim to Pleeze Cleaning Service, LLC	\$ 79,390.00
Douthit Group	\$ 92,640.00
Jani King Janitorial Services LLC	\$109,210.00
McManus & McManus Enterprises, Inc.	\$232,700.00

WHEREAS a County selection committee independently reviewed, evaluated, and scored each proposal based on the evaluation criteria advertised in the RFP; and based on the overall independent scores, the committee unanimously ranked the proposals in the following descending order with the firm recommended for award listed first:

Company
A Step Above Cleaning Service LLC
Aim to Pleeze Cleaning Services, LLC
Jani King Janitorial Services LLC
Douthit Group
McManus & McManus Enterprises, Inc.

WHEREAS the proposal from A Step Above Cleaning Service LLC was selected, the following individual proposal items were chosen from their proposal;

Item 1a / Nightly Tasks	\$43,800.00
Item 1b / Weekly Tasks	\$ 2,600.00
Item 1c / Monthly Tasks	\$ 3,000.00
Item 1d / Bi-Annual Tasks	\$ 3,000.00
Item 1e / Annual Tasks	\$ 3,562.00
Item 2 / Manor House	\$ 3,125.00
Item 4a / Woodland Hall	\$ 9,000.00
Item 4b / Monthly Spray Buffing	\$ 1,680.00
<u>Item 4c / Annual Deep Cleaning</u>	<u>\$ 1,050.00</u>
Item TOTALS -	\$70,817.00

; and

WHEREAS it is the recommendation of the County Manager, the County Parks & Recreation Director, and the City/County Purchasing Director that a contract to provide janitorial services at designated Forsyth County Parks & Recreation facilities, for the selected proposal items, for an initial one-year term of July 1, 2020, through June 30, 2021, be awarded to A Step Above Cleaning Service LLC at a cost not to exceed \$70,817.00 for the initial period, with the option to extend the contract in one-year increments, for up to two additional 12-month periods, not to exceed June 30, 2023, provided both parties are in agreement and funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that a contract to provide janitorial services for the Clubhouse at Tanglewood Park, the Manor House at Tanglewood Park, and Woodland Hall at Triad Park for an initial one-year term beginning July 1, 2020, through June 30, 2021, is hereby awarded to A Step Above Cleaning Service LLC in an initial annual amount not to exceed \$70,817.00 and that all other proposals are hereby rejected;

BE IT FURTHER RESOLVED, that the County Manager and Clerk to the Board are hereby authorized to execute a contract, on behalf of Forsyth County, with A Step Above Cleaning Service LLC, consistent with the provisions stated herein, subject to a pre-audit certificate thereon by the County Chief Financial Office, where applicable, and approval as to form and legality by the County Attorney; and

BE IT FURTHER RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the County Manager to extend the contract, in one-year increments, for up to two (2) additional 12-month periods, provided that both parties agree and funds are available for this purpose, subject to a pre-audit certificate thereon by the County Chief Financial Office, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 21st day of May, 2020.

STATE OF NORTH CAROLINA

AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 29th day of April 2020, by and between Forsyth County, North Carolina (the "County"), and A Step Above Cleaning Service LLC (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. Services. Provider shall provide janitorial and cleaning services for the Forsyth County Parks and Recreation Department per attached specifications at the locations indicated for the proposal Items #1a, #1b, #1c, #1d, #1e, #2, #4a, #4b, and #4c and perform such services as set forth in Attachment A, attached hereto.

The following documents, attached hereto, are incorporated herein:

Attachment A labeled "Janitorial Services for Forsyth County Parks and Recreation – REBID"

2. Term. The services of the Provider shall begin on July 1, 2020, unless sooner terminated by mutual consent or as hereinafter provided, and shall be provided for the initial term until June 30, 2021; with the option to renew the contract in one-year increments for up to two additional 12 month periods not to exceed June 30, 2023; provided that the County shall have the right to terminate this Agreement, without cause, upon 30 days' notice in writing to the other party, or upon 7 days written notice if the Provider breaches the Agreement.

3. Compensation. As full compensation for the Provider's services, the County agrees to pay the Provider the sum not to exceed \$70,817.00 (Seventy Thousand Eight Hundred and Seventeen Dollars and no cents) payable in installments. The Provider shall bill the County monthly for services rendered during the preceding 30 days. The County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$70,817.00 (Seventy Thousand Eight Hundred and Seventeen Dollars and no cents) during the current fiscal year. Thereafter, compensation may be subject to an increase of no more than 3% annually for each subsequent fiscal year written in the term.

4. Independent Contractor. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and

shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Indemnification. The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

6. Insurance. The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

7. County Property. Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

Ryan Kearns, Facilities Manager
Forsyth County Tanglewood Park
4061 Clemmons Rd.
Clemmons, NC 27012
kearnscr@forsyth.cc
336.703.6452
336.399.5947

Dan Picciano
Forsyth County Triad Park
9652 East Mountain Street
Kernersville, NC 27284
picciadr@forsyth.cc
336.993.1276
336.345.2068

For the Provider:

Jimmy Price
A Step Above Cleaning Service, LLC
1922 Martin Luther King Drive Suite 52
Winston-Salem, NC 27105-3047
jprice3028@att.net
336-480-7177

- 9. Assignment.** The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.
- 10. Waiver.** No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- 11. Governing Law.** This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.
- 12. Nonappropriation.** Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.
- 13. Survival of Provisions.** All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.
- 14. Modification.** This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.
- 15. Conflict with Attachments.** In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.
- 16. Miscellaneous.** The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of

newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____
J Dudley Watts, Jr. Forsyth County Manager

Date: _____

ATTEST:

Clerk to the Board

(SEAL)

A Step Above Cleaning Service, LLC

DocuSigned by:
By: Jimmy Price
82046F09984A418...

Print Name: Jimmy Price

Title: Managing Member

Date: 4/29/2020

675401.2201 - \$59,087.00

676001-2201 - \$11,730.00

Attachment A



Request for Proposals
Janitorial Services for
Forsyth County Parks & Recreation - REBID

Proposals Due
5:00 PM, April 24, 2020

City of W-S/Forsyth Co. Purchasing Department
Suite 324 City Hall Building
101 North Main Street
Winston-Salem, North Carolina

****PRE-BID NOTICE****

A **mandatory** pre-bid conference will be held at **10:00 AM, APRIL 16, 2020** at the Tanglewood Park Clubhouse, 100 Club House Circle in Clemmons, NC 27012. Attendees should enter through the main entrance to Tanglewood Park and proceed to the Gatehouse. Inform the attendant that you are attending pre-bid meeting at the Clubhouse. Continue straight on Tanglewood Park Rd. until you reach the Clubhouse. See link below:

https://drive.google.com/open?id=1oWt85jLV_6f2-c5nLOpfar88HoLgcJk-&usp=sharing

The purpose of this conference is to explain the scope of work involved and to give prospective bidders the opportunity to observe the existing conditions for the work. The Project Coordinator will be present to answer questions. **Note: bidders who attended the first pre-bid for this project on March 19 are required to attend this pre-bid conference.**

Forsyth County **will not** entertain bids from firms not represented at this pre-bid meeting.

Russell Frye
Buyer
(336) 747-6933
russellf@cityofws.org

Ryan Kearns
Tanglewood Park
(336) 703-6452
kearnscr@forsyth.cc

Dan Picciano
Triad Park
(336) 345-2068
picciadr@forsyth.cc

General Conditions
Forsyth County Parks & Recreation

1. Contractor to supply all labor, materials, equipment, supervision, insurance, and abide by all local, state, and federal laws or codes applicable to the work being performed.
2. Contractor must be willing to provide a (1) one year warranty covering materials, labor, and any other costs incurred needed to repair or replace the substandard work or materials.
3. Contractor is responsible for the safe delivery, unloading, placement, and storage of materials or equipment on jobsite.
4. Contractor will be responsible for locating all utilities within the work areas both PUBLIC and PRIVATE.
5. Contractor will be responsible for the securing of the work area as required by the Park Manager, which may include, temporary fencing and posts, caution tape, cones, or other means. Contractor shall also remove any and all securing devices once they deem the site to be safe and ready to accept traffic.
6. Contractor will be responsible for directing traffic into and out of the park or work area if contractor or equipment is affecting traffic flow.
7. **Contractor is responsible for site visits to conduct and verify all field measurements for the work being performed.**
8. Contractor is responsible for the removal of all debris, excess material, or other material to be removed from park site. This may include a dumpster rental or other means to dispose of trash or debris and the safe loading of excess material back to the manufacturer or to another location.
9. Contractor will be responsible for any and all damages to county property caused by their equipment or personnel.
10. All work is expected to be completed within the days indicated in your bid after the notice to proceed. Successful bidder shall be required to meet the schedule needs and requirements of the Forsyth County Parks and Recreation Department with all planned work scheduled in advance.
11. All work is to be typically scheduled for Monday thru Friday. Consideration of scheduled facility reservations or other park activities may postpone or interrupt a scheduled day's work. Work shall be coordinated with and required to meet the scheduling requirements of the Forsyth County Parks and Recreation Department with no stoppage of work once started unless the stoppage is for a facility reservation or event.
12. Contact, contact the Maintenance Manager or Maintenance Supervisor with any questions. Please refer to details of each job site for individual specifications.

Janitorial Services for Forsyth County Parks & Recreation

It is the policy of the County of Forsyth that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful Proposer must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful Proposer agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All proposals must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals (RFP) and mutually agreed upon by the County and the Proposer.

No special inducements will be considered that are not a part of the original proposal document.

County Rights and Options

The County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the County
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the County to evaluate the Responses submitted
- To negotiate an agreement with a Service Provider based on the information provided in response to this RFP.

Public Records

Any material submitted in response to this RFP will become a "public record" once proposals have been reviewed and the project has been awarded and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Trade Secrets/Confidentiality

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152(3) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each Proposer agrees that the City/County may reveal any trade secret materials contained in such response to all City/County staff and City/County officials involved in the selection

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP/RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the County in writing without delay

E-Verify Compliance

Per N.C.G.S. 143-133.3 "E-VERIFY. Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Provider utilizes a subcontractor, the Provider shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes."

Iran Divestment Act; Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/-Divestment-Act-Resources.aspx>.

Divestment from Companies that Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list."

INSTRUCTIONS TO PROPOSERS

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

RFP Response Submission

Proposals may be emailed to bids@cityofws.org with a copy to russellf@cityofws.org, mailed to the City/County Purchasing Department, PO Box 2511, Winston-Salem, NC 27102 or sent via FedEx or Ups to City/County Purchasing, Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC

*Please note: Due to the closure of City Hall to the public during the current coronavirus crisis, it is suggested that bids be scanned and emailed to bids@cityofws.org with a copy to russellf@cityofws.org. Please take note that only the required pages listed on page 16 of this document need be included with the bid. **Bids must be submitted on the forms provided.** Bids may also be mailed to Winston-Salem/Forsyth County Purchasing, PO Box 2511, Winston-Salem, NC 27101 but please allow extra time if you choose to mail your bid. We **strongly** suggest the use of electronic mail to submit bids unless that method is not possible for the prospective bidder.*

The deadline for submission of proposals is **5:00 PM, April 24, 2020**. Late proposals will not be considered. It is the bidder's responsibility to ensure their bid arrives prior to the deadline.

Forsyth County reserves the right to reject any or all bids.

For further instructions and/or clarification on submitting bids, contact Russell Frye at russellf@cityofws.org or (336) 747-6933 during normal business hours. The full bidding documents and specifications are included with this document.

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or Forsyth County elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

Proposer Questions and Inquiries

Proposer Questions and Inquiries relative to this RFP must be submitted in writing only by **5:00 PM, April 21, 2020**, to Russell Frye, City/County Purchasing, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: russellf@cityofws.org (**Email is preferred**), Fax: (336) 727-2443. The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

Insurance Requirements

Contractor agrees to save and hold harmless and to indemnify the County of Forsyth against any and all liability, losses, claims or costs of whatever kind of nature for any occurrence or accident in connection with or in the performance of any work or service pursuant to awarded bid, whether to property or to persons. Bidding firm shall furnish certificate of coverage from an insurance carrier. The Bidding firm shall maintain, at his/her sole expense, the following minimum insurance coverage:

- 1) **Commercial General Liability Insurance.** The Bidding firm shall maintain occurrence version commercial general liability insurance or equivalent form with a limit not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:
 - i) **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
 - ii) **Be Primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.
- 2) **Business Automobile Liability Insurance.** The Bidding firm shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - i) **Workers' Compensation and Employers' Liability Insurance.** The Bidding Firm shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.
 - ii) **Other Insurance Requirements.** The Bidding firm shall:
 - i. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insured with respect to the performance of services by "Bidding Firm".
 - ii. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
 - iii. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
 - iv. Maintain such insurance from the time services commence until services are completed.
 - v. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager

JANITORIAL SERVICES FOR FORSYTH COUNTY PARKS & RECREATION

The County of Forsyth Parks and Recreation Department requests proposals to furnish all labor, necessary materials and necessary equipment for providing janitorial services for Park facilities.

Scope:

The services to be performed by the Provider shall be as follows:

- The provider shall be required to perform, but not limited to the following; Sweeping, moping, vacuuming, dusting, carpet/tile cleaning, cleaning/polishing fixtures, servicing restrooms, cleaning windows/glass, arranging/moving/placing furniture and amenities, clean and polish furniture, removal and disposal of trash, cleaning of trash receptacles, restocking of supplies, cleaning of audiovisual equipment, using cleaning chemicals, securing facility and gates, notifying designated Forsyth County staff of any deficiencies or needed repairs.
- **Terms of Contract** - Services shall be provided until June 30, 2023 being renewable on an annual basis pending appropriation budget for the applicable fiscal year, thereafter compensation may be subject to an increase of no more than 3% annually for each subsequent fiscal year written in the term.

Item # 1 - Tanglewood Park Clubhouse

The provider shall perform services between the times 12:00 AM and 7:00 AM each night.

The following areas shall be cleaned/serviced each night:

- Main Entrance Lobby, Upper and Lower Mezzanines, Stairs, Stairwells, Grill Seating Area, Grill Meeting Room, Upper Level Mens/Womens Restrooms, Hallways, Bridal Suite, Mens/Womens Locker Rooms, Mens/Womens Locker Room Restrooms, All Entry Door Rugs/Tile/Floor, All Entry Door Glass, Grill Meeting Room, Service All Trash Receptacles.
- The provider shall complete, but not limited to, the following for each designated area listed above on a nightly basis; Sweeping, moping, vacuuming, dusting, carpet/tile cleaning, cleaning/polishing fixtures, servicing restrooms, cleaning all entry door windows/glass, arranging/moving/placing furniture and amenities, removal and disposal of trash, cleaning of trash receptacles, restocking of supplies, spot clean carpet, notify designated Forsyth County staff of any deficiencies or repairs.

The following areas shall be cleaned/serviced on a weekly basis:

- Director Of Golf Operations Office, Mens/Womens Locker Room Lockers, Mens/Womens Locker Room Showers, Restroom Partitions, Employee Restroom, Cleaning of Audiovisual Equipment.
- The provider shall complete, but not limited to, the following for each designated area listed above on a weekly basis; Sweeping, moping, vacuuming, dusting, carpet/tile cleaning, cleaning/polishing fixtures, servicing restrooms, cleaning windows/glass, clean and polish furniture, removal and disposal of trash, cleaning of trash receptacles, cleaning of audiovisual equipment, notify designated Forsyth County staff of any deficiencies or repairs

The following areas shall be cleaned/serviced on a monthly basis:

- All Walls/Vertical Surfaces/Ceiling Corners, All Doors, All lower level windows/glass
- The provider shall complete, but not limited to, the following for each designated area listed above on a monthly basis; high level dusting not covered in the above procedures, clean all door handles/push bars/frames, clean all light switch plates, clean interior lower windows/glass, clean all interior window seals.

The following areas shall be cleaned/serviced a biannual annual basis:

- All Windows/Glass Interior and Exterior, All Restroom Tile, All Floor tile
- The provider shall complete, but not limited to, the following for each designated area listed above on a biannual basis; clean interior and exterior of all windows/glass, clean all interior window seals, clean/sanitize tile

The following areas shall be cleaned/serviced an annual basis:

- Main Entrance Lobby, Upper and Lower Mezzanines, Stairs, Stairwells, Grill Seating Area, Grill Meeting Room, Hallways, Bridal Suite, Mens/Womens Locker Rooms, Grill Meeting Room, Director Of Golf Operations Office, Pro Shop, Pro Shop Office
- The provider shall complete, but not limited to, the following for each designated area listed above on an annual basis; Carpet cleaning - Restorative cleaning using an approved method that will not damage the carpet pile. Methods should include dry soil removal, soil suspension, soil extraction, pile setting (finishing or grooming) and drying.

Item # 2 - Tanglewood Park Manor House

Cleaning Schedule

- No guaranteed schedule will be given to the contractor. The contractor will be given a monthly cleaning/set up calendar for scheduling dates that shall be cleaned, prior to the start of each month. **The provider shall perform services at the conclusion of each scheduled event and shall complete services prior to 7:00 AM the following day. Typically these times will be between the hours of 11:00 PM and 7:00 AM.**

Staffing

- Contractor is to provide adequate staffing to assure the cleaning of the site. If the contractor or staff does not come on the assigned night, a cost deduct of hiring another contractor or County employee's time/equipment/wear and tear/ plus 15% overhead shall be applied to the contractor's service contract.

Trophy Room/Twenties Room/Rock Fireplace Room/Common Areas

- All designated areas shall be set up and returned to original condition.

Trash

- Trash receptacles inside and outside shall be emptied, washed out as needed and replaced with plastic liners after each event. Trash is to be placed in a designated location of the facility to be removed from site by park staff.

Stains/Spills

- Stains and spills on concrete sidewalks and patios must be removed each night. Any spilled drinks are to be removed. No smell of beverages are to remain in the building after cleaning. Bottles, cups, plates, and any other debris is to be removed from the premises.

Chairs/Tables

- Chairs and tables shall be cleaned, dried, and properly stored in designated locations.

Floor Care

- Floors shall be swept. Floors shall be mopped with proper soap additives. Floor mats shall be removed from all areas to be cleaned and mats placed back in their original location. Floor mats shall be vacuumed after each event. Carpet shall be vacuumed.

Outdoor Patio Furniture

- Outdoor patio shall be placed at designated locations.

Outdoor Patio

- Outdoor patio shall be cleaned and all trash/debris removed.

Securing Facility

- Facility lights shall be turned off (with the exception of the security lights). All entry doors shall be locked and secured.

Item # 3a, 3b, 3c, 3d, 3e - Tanglewood Park Overnight Stay Properties

Cleaning Schedule

- No guaranteed schedule will be given to the contractor. The contractor will be given a monthly cleaning/set up calendar for scheduling dates that shall be cleaned, prior to the start of each month. The provider shall perform services between the time of scheduled guest departure and prior to guest arrival the following day. Typically departure times are at 11:00 AM and arrival time is 3:00 PM.

Staffing

- Contractor is to provide adequate staffing to assure the cleaning of the site. If the contractor or staff does not come on the assigned day, a cost deduct of hiring another contractor or County employee's time/equipment/wear and tear/ plus 15% overhead shall be applied to the contractor's service contract.

Locations - Cottage #1, Cottage #2, Cottage #3, Cottage #4, Guest House

- Provide janitorial/housekeeping services to restore rental properties to original condition for overnight stay. Duties and responsibilities consist of but not limited to: changing soiled linens/bedding, replacing linens/bedding, cleaning bathroom sinks, toilets, mirrors, and showers, dusting fixtures, furniture and window blinds, cleaning glass windows, cleaning

appliances, sweeping, vacuuming, and mopping floors, removing/emptying trash, replacing and restocking toiletries and items provided for rental, checking for proper operation of lighting, appliances, HVAC, immediately notifying designated Forsyth County staff of any deficiencies or needed repairs. All services shall be performed in accordance with established operating standards.

- All designated areas shall be set up and returned to original condition.

Trash

- Trash receptacles inside and outside shall be emptied, washed out as needed and replaced with plastic liners after each event. Trash is to be transported to a designated onsite location for disposal.

Stains/Spills

- Stains and spills must be removed. No smell of beverages are to remain in the building after cleaning. Bottles, cups, plates, and any other debris is to be removed from the premises.

Chairs/Tables/Furniture

- Chairs, tables and furniture shall be appropriately cleaned and set up for the next event.

Floor Care

- Floors shall be swept. Floors shall be mopped with proper soap additives. Floor mats shall be removed from all areas to be cleaned and mats placed back in their original location. Floor mats shall be vacuumed after each event. All carpeted areas shall be vacuumed.

Kitchen

- Entire kitchen including tables, sinks, counter, grills, prep tables, shelves, and all kitchen equipment shall be cleaned and sanitized with approved/appropriate cleaner. Appliances shall be emptied and cleaned with approved/appropriate cleaner.

Restrooms

- Toilet bowls, sinks, toilet paper dispensers, towel dispensers, hand dryers, trash receptacles, diaper changing stations, mirrors, showers and bathtubs shall be cleaned and sanitized. Mop water shall be disposed of into the sanitary water system. All necessary supplies shall be restocked/replenished.

Linens

- All linens shall be replaced/removed upon departure and returned to proper linen closets. All linens shall be replaced in accordance with specified standards and specified quantities.

Glass/Window Cleaning

- All interior/exterior glass on all doors shall be cleaned with glass cleaner, leaving no streaks or smudges. Interior of all windows shall be cleaned with glass cleaner, leaving no streaks or smudges.

Outdoor Patio/Decks

- Outdoor patios and decks shall be cleaned and all trash/debris removed.

Securing Facility

- Facility lights shall be turned off (with the exception of the security lights). All entry doors shall be locked and secured.

Item # 4 - Triad Park Woodland Hall

Cleaning Schedule

- No guaranteed schedule will be given to the contractor. The contractor will be given a monthly cleaning/set up calendar for events that are needed to be cleaned, prior to the start of each month. Annual deep cleaning is to be scheduled and completed in January of each year otherwise specified and agreed upon by Forsyth County and provider. Cleaning operations to take place immediately after the conclusion of a rental event. Events predominantly conclude at 11pm.

Staffing

- Contractor is to provide adequate staffing to assure the cleaning of the site. If the contractor or staff does not come on the assigned night, a cost deduct of hiring another contractor or county employee's time/equipment/wear and tear/ 15% overhead will be applied to the contractor's service contract to clean the building and grounds

Park Gate Keys

- Contractor is responsible for locking park gates upon entering/leaving the park. Keys are to be issued to contractor. Keys are not to be duplicated. If keys are lost, new locks will be installed at contractor's expense and deducted from the contractor's service contracted fee.

Damage/Repair

- Contractor shall note any damage of items in need of repair to county the first business day after discovery. If contractor damages any county equipment or materials, trees, shrubs, grass, area, fencing, gates etc. the contractor shall replace the damaged unit or properly repair it. The County reserves the right to deduct the cost of repairs or replacement on the contractor's service contract.

Main Room

- All molding is to be cleaned using feather duster or furniture polish as needed. The fireplace mantle is to be dusted using feather duster and hearth to be swept with a broom after each rental. Window sills are to be cleaned with feather duster on a monthly basis to remove bugs, dust, or dirt accumulation. All corners of the room are to be swept and mopped after each event.

Dusting/Glass Cleaning

- Dusting of all interior surfaces of the building including outdoor fan blades, doors, corners, etc. shall be done on a monthly basis. All interior/exterior glass windows/patio doors to be cleaned with glass cleaner, leaving no streaks or smudges. Blinds and windows shall be cleaned on a monthly basis with glass cleaner.

Trash

- Trash cans inside and outside shall be emptied, washed out as needed and replaced with plastic liners after each event. Trash is to be dumped into rolling totes at the facility, where Parks & Recreation staff will remove from site at a later time.

Stains/Spills

- Stains and spills on concrete sidewalks and patios must be removed each night. Any spilled drinks are to be removed. No smell of beverages are to remain in the building after cleaning. Bottles, cups, plates, and any other debris is to be removed from the premises.

Chairs/Tables

- Chairs and Tables are to be cleaned, dried, and set up for the next event. If the facility is not being rented for a prolonged time period chairs and tables are to be stacked on storage carts and put into the storage room.

Drains

- Water from a 5 gallon container shall be poured down drains in the kitchen and both restrooms after each event to prevent foul smell

Kitchen

- Entire kitchen including tables, sinks, counter, grills, prep tables, shelves, and all kitchen equipment must be cleaned with soap and water. The refrigerator is to be emptied each night and washed out with soap and water. The floors under the refrigerator/freezer is to be swept and mopped after each event. The microwave is to be washed with soap and water each night. All bread and crumbs are to be removed from the bread warmer and wiped clean. Stove/Oven is to be cleaned according to manufacturer's directions including underneath burners. Outside of ice machine is to be wiped down. Under the ice machine is to be swept and mopped. Entire prep table is to be cleaned and sanitized with bleach after each event. Range hood is to be cleaned each night.
- No grease is to be left on stoves or grills, each compartment on the top of the stove is to be removed and cleaned after each event.
- All sinks and counters must be sanitized with bleach each night. Stainless steel on all kitchen equipment must be shined polished and sanitized after each event. Floors are to be swept and mopped each night. Dirty water is to be disposed of in a sanitary waste water system, not thrown outside or into kitchen sinks. Forsyth County will use their discretion to determine when the floors are to be stripped and waxed. Food or drinks are not to be left in the kitchen, refrigerator or on premise. All trash cans are to be emptied and refuse placed into the rolling dumpsters outside of facility.

- Walls in kitchen are to be wiped down on an as needed basis, paying special attention to areas with spills on the walls.

Restrooms

Toilet bowls, sinks, and urinals will be cleaned and disinfected after each event using gentle non abrasive utensils. Baby diaper changing stations are also to be cleaned and sanitized after each event. Toilet paper dispensers, towels dispensers, hand dryers, trash dispensers are to be cleaned each night. Bathroom doors front and back sides should be wiped down after each event, paying special attention to strike plate. Mirrors are to be cleaned with glass cleaner. Bathroom floors are to be mopped after each event. Dirty mop water is to be disposed into the sanitary water system. Walls are to be wiped down on an as needed basis, giving special attention to areas around the soap dispensers. All toilet paper and hand towels dispensers shall be replenished after each event.

Grills

- Charcoal is to be left to cool, when park staff can remove with proper equipment. Remove all food/grease from charcoal grill and clean with wired brush.

Outdoor Patio Furniture

- Outdoor patio is to be swept and all debris removed. All patio furniture is to be washed with water and left to air dry.

Outside BLDG. Area/Parking Lot

- Parking lot is to be cleaned and removal of debris such as beverages and cigarette butts.

Storage Room

- Storage room is to be swept and kept neat and organized at all times. Care should be taken not to scrape walls with chair and table carts. A/V cart is to be cleaned as used and returned to storage room.

Cleaning Supplies

- Forsyth County shall provide all cleaning supplies, including toilet paper, hand towels, and soap for the restroom. Contractor shall restock all paper dispensers as required.

Locks/Alarms/Gates

- Lights are to be turned off after the building is cleaned (with the exception of the security lights). Engage alarm system, Woodland Hall entrance gates to be closed and locked. Park entry gates are set based on timers for park hours (entry codes will be provided for entry after hours). No one from the public is to be on the premises after midnight.

Appearance

- All areas of the site are to be restored to their original appearance after the contractor has completed the job.

Floor Care

- Floors must be swept and mopped with proper soap additives. Floors are also to be spray buffed using proper floor liquid solution and floor machine provided by the company, on a monthly basis. Floor mats are to be removed from all areas after each event and all areas of the floors are to be cleaned and mats placed back in its original place. Floor mats must be vacuumed after each event.

Item # 4A - Triad Park Woodland Hall - Annual Deep Cleaning

- Deep cleaning includes: All cleaning specified above as well as cleaning blinds, cleaning light fixtures, baseboards/molding, wiping down doors, and cleaning all windows and glass (no streaks).

Default and Termination:

Contractor may be found in default of contract if services are not performed to the degree of quality and frequency so stated herein. The County may then terminate the contract and award to the next lowest bidder.

Basis of Award

Pursuant to N.C.G.S. Chapter 55 Article 15 entitled Foreign Corporations, the successful bidder must have on file with the Secretary of State of the State of North Carolina a Certificate of Authority to transact business in this state. The County reserves the right to reject any and all bids.

The County reserves the right to act as sole judge of the content of the proposals submitted for the evaluation/selection.

Evaluation Criteria

Below is a description of the evaluation criteria that will be used to evaluate the proposals. To be deemed responsive, it is important for the firm's proposal to contain appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The proposal will be the primary source of information used in the evaluation process. Proposal must contain information specifically related to the proposed services requested in this RFP. Failure of any firm to submit information requested may result in the elimination of the proposal from further evaluation.

1. Following the deadline for submittal of proposals, the County of Forsyth will analyze and rank all Vendors based on their response to the information requested.
2. The County reserves the right to finalize a Contract based on all factors involved in the written qualifications submittal without further discussion or interviews.
3. The County will conduct an evaluation of the proposal(s) submitted. The evaluation will be based on at least the following criteria; however, not necessarily in the order provided or with equal weight given to each criterion.
 - i. Compliance with the RFP requirements;
 - ii. Cost of the specified items or services; and
 - iii. Other criteria as set forth below:
 - The ability of the Vendor to provide the highest quality service while staying within the County's budget.

- The capacity of the Vendor to perform the contract or provide the service promptly or within the time specified, without delay or interference;
- The Vendor's ability to deliver results, gauge results and report.
- The character, integrity, reputation, experience and efficiency of the Vendor including but not limited to their past performance record with the County or with those given as references.

Evaluation Process

Proposals will be evaluated for quality, completeness, and price value to the County of Forsyth. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation of factors included in the RFP, including price. Price shall be considered, but need not be the sole determining factor.

Confidentiality of Personally Identifiable Information

The Contractor assures that information and data obtained as to personal facts and circumstances related to County employees, citizens, vendors or other will be held confidential, during and following the term of this contract. Contractors and their employees working on County properties may be required to sign confidentiality statements.

Proposal Format

All required pages of the proposal should be completed and returned in their entirety as listed below to constitute a complete bid. Failure to include any of these items with your proposal could result in your proposal being rejected as non-responsive.

- 1) _____ Page 17 - Proposal Pricing
- 2) _____ Page 19 - Proposal Authorization and Signature
- 3) _____ Page 20 - Non-Collusion Affidavit
- 4) _____ Addenda (if issued)

PROPOSAL

This proposal page must be completed and submitted with the proposal:

JANITORIAL SERVICES FOR FORSYTH COUNTY PARKS & RECREATION-REBID

The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the service in accordance with the specifications and the requirements under the following sum to wit:

ITEM	DESCRIPTION	COST PER CLEANING	EST. CLEANINGS PER YEAR	EXTENDED COST
1	Tanglewood Park Clubhouse		x 365	\$ -
	Total Annual Cost			
2	Tanglewood Park Manor House		x 25	\$ -
	Total Cost for One-Time Service/Cleaning			
3a	Tanglewood Park Cottage #1		x 1	\$ -
	Total Cost for One-Time Service/Cleaning			
3b	Tanglewood Park Cottage #2		x 5	\$ -
	Total Cost for One-Time Service/Cleaning			
3c	Tanglewood Park Cottage #3		x 1	\$ -
	Total Cost for One-Time Service/Cleaning			
3d	Tanglewood Park Cottage #4		x 1	\$ -
	Total Cost for One-Time Service/Cleaning			
3e	Tanglewood Park Guest House		x 5	\$ -
	Total Cost for One-Time Service/Cleaning			
7	Triad Park Woodland Hall		x 75	\$ -
	Total Cost for One-Time Service/Cleaning			
7a	Triad Park Woodland Hall		x 1	\$ -
	Total Cost for One-Time Annual Deep-Cleaning			
Total Lump Sum Bid (Sum of All Extended Costs)				\$ -

****In the event of math errors when extending and summing items 1-7a above, unit prices shall prevail****

PLEASE NOTE THE FOLLOWING:

If, after the initial thirty (30) days of performance, the Contractor has not reached an acceptable level of service or at any time during the performance of the contract the contractor shall be given thirty (30) days' notice that the contract will be terminated at the end of thirty (30) days in which event the County will be responsible only for payment of services performed through the date of termination. The value of work completed shall be the sole determination of the County in such a case.

Submission of a proposal shall indicate that the contractor is fully aware of the requirements for providing the service requested by Forsyth County and acknowledges all bids are firm and NOT subject to increase during the initial contract term.

By signing below the Proposer agrees to the following:

The County reserves the right to hold proposals open for a period of sixty days (60) days after due date
The Proposer agrees that in carrying out this agreement, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person submitting a proposal in response to this RFP or with any officer or employee of the County of Forsyth

The undersigned further agrees, in connection with the performance of this agreement, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

PROPOSAL AUTHORIZATION AND SIGNATURE

This signature page must be completed and submitted with the proposal:

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

Firm Name

Authorized Signature

Date

Street Address (P.O. Box)

Federal Identification No.

City, State and Zip Code

Telephone Number

Email Address

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of this contract. Bidder further certifies that:

We () are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We () are a minority business enterprise.

() are not a minority business enterprise.

If yes, please identify in the appropriate box below:

() Black

() Hispanic

() Asian American including Indian Subcontinent and Pacific Islands

() Native American Indian including Eskimos and Aleuts

We () are a woman-owned business concern.

() are not a woman-owned business concern

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
This affidavit must be completed and submitted with the proposal:

State of _____)

County of _____)

**Project: JANITORIAL SERVICES FOR FORSYTH COUNTY PARKS & RECREATION- REBID
IF20250**

_____, being first duly sworn, deposes and says that:

1. He is (Owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Forsyth, N.C. or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this Affidavit.

_____ Authorized Signature (SEAL)

_____ Printed Name

_____ Title

Subscribed and Sworn to Before me this _____ Day of _____, 20____

Notary Public: _____

My Commission Expires: _____ (SEAL)