Cleveland County, NC
Finance & Purchasing
Department

Kim Ogle
Purchasing Specialist

County Administration Building
311 East Marion St
Shelby NC 28150
Telephone: 704-484-4840
Fax: 704-480-5496

Date: April 11, 2011

Deadline to turn in bids:

Friday, May 27, 2011 by 4:00 P.M.

Invitation for bids for Janitorial Cleaning For the County Office Building (DSS)

Bid Number : DSS 2011

BIDS, SUBJECT TO THE CONDITIONS MADE A PART HEREOF, BIDS WILL BE RECEIVED AT THIS OFFICE UNTIL **4:00 P.M.** ON THE DATE STATED ABOVE. BIDS RECEIVED LATE WILL NOT BE ACCEPTED. THIS IS NOT A PUBLIC BID OPENING. THE BID RESULTS WILL BE POSTED ON THE WEBSITE ONCE THE BID IS AWARDED.

WRITTEN QUESTIONS:
All questions should be sent by email to kim.ogle@clevelandcounty.com by **Wednesday, May 18, 2011 by 4:00 PM.**

SITE VISIT:
There will be a **site visit on Wednesday, May 4th at 10:30 AM** with the Maintenance Director and the DSS Director or designee to go over the specifications of the building.

Refer Inquiries To:	**Name of Bidder:**	
Kim Ogle Phone: 704-484-4840	**City:** **Zip:**	**State:**
Fax: 704-480-5496 kim.ogle@clevelandcounty.com	**Telephone:**	**Email:**

Bids to be returned on this form and addressed to the following:
Cleveland County Finance & Purchasing Department
Attn: Kim Ogle
Janitorial Cleaning Bid
311 E. Marion St. PO Box 1210
Shelby NC 28151-1210

JANITORIAL CLEANING SERVICE
COUNTY OFFICE BUILDING (DSS)
130 SOUTH POST RD
SHELBY, NC 28150

The undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in the proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the Specifications and Agreements and that he has satisfied himself relative to the services to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the County of Cleveland, in the form of contract specified, to furnish all necessary implements, equipment, tools, labor and supervision.

Pricing to be honored for term of contract July 1, 2011 thru June 30, 2013 with option for (1) one year renewals.

$_____Monthly Amount

Business Name:_____

Address: _____

City/State/Zip _____

Phone Number _____

Email address _____

Tax Fed ID # or SSN_____

Authorized Signature _____

Name/ title (print) _____

SPECIFICATIONS

GENERAL:

It is the intention of these specifications to set forth the requirements and conditions for performing janitorial services at the County Office Building located at 130 S. Post Rd, Shelby, NC. The Contractor shall perform the required services in all areas of the building and shall be qualified to furnish a complete and efficient indoor janitorial service, including all labor, supervision and cleaning materials.

The Contractor shall provide an individual to contact the DSS Director or designee at the County Office Building, during normal working hours (8:00 a.m. to 5:00 p.m.) in order to learn of any deficiencies or any special cleaning requests.

The enclosed specifications are the minimum requirements to maintain the building in a clean and orderly manner. The successful bidder shall be prepared to perform each task as stated, according to the work schedule without prodding or reminders by the administration.

SITE VISIT:

There will be a **site visit on Wednesday, May 4th at 10:30 AM** with the Maintenance Director and the DSS Director or designee to go over the specifications of the building.

BUILDING AREAS AND SQUARE FOOTAGE

TOTAL OLD PART = 39,122 sq ft
Cooperative Extension- 11,673 sq ft
Cleveland County Schools -9,544 sq ft
Social Services -17,377 sq ft
Forestry Services - 528 sq ft.

TOTAL NEW PART - 31,104 sq ft
The new part is occupied by Social Services, giving them a grand total of 38,481 sq ft

TOTAL BOTH PARTS - 70,226 sq ft

WORK SCHEDULE/HOURS

Daily cleaning shall be done between the hours of 5:00 pm and 7:00 am. Weekly, monthly and special cleaning may be done after 5:00 pm on Fridays and before 7:00 am on Monday.

The janitorial service shall be provided five days a week, Monday thru Friday, and at a time too avoid interference with the routine work schedule of the building.

National holidays shall be observed by the Contractor.

CONTACT PERSON:

Concerns or problems that arise with the cleaning of the building; the Contractor is to review these matters with the appropriate person of the following four individuals.

1) Karen Ellis -DSS 704-487-0661
2) Dr. Bruce Boyles, Cleve County Schools 704-476-800
3) Greg Traywick, Cooperative Extension 704-482-4365
4) Kim Ogle, Purchasing 704-484-4840 general contract questions

CLEANING SUPPLIES:

Items Supplied by the County Maintenance Department
Toilet tissue
Roll Paper towels
Multi-fold towels
Hand Soap
Air freshener
Disinfectant spray

Items to be supplied by the Contractor
All cleaning supplies for building
Trash bags- black and red
Vacuum cleaner and all other tools needed for cleaning

Items supplied by the County Maintenance Department will be kept in the janitorial supply closet, the Contractor, Contractor employees and the Maintenance Department will have the key to this janitorial closet. This key should not be given out to any other individuals or County employees.

Floors:

- Sweep all uncarpeted floors and mats, including stairwells, offices, under desk and entrance areas with dust control treated mops or other effective tools. Use damp mop as required. All floors must be kept clean, dirt free and trash free. Spots or stains will be removed immediately.

- Carpeted floors shall be thoroughly vacuumed at least twice a week. Vacuuming under chairs, tables, desk, etc. All carpet shall be spot vacuumed daily.

- Non-carpeted floors must be stripped periodically because of the dirt that is ground into the floor finish or wax. This consist of removing all wax or finish from the floor with a floor machine and commercial wax stripper. Stripping should be held to a minimum by proper daily care. The frequency of this operation should be determined by traffic and outside weather conditions.

Daily:

- Sweep outside entrances, sidewalks, and porches (hose down, if necessary) Clean up trash, paper, cigarette butts and litter in and around the building entrances. Empty all outside ashtrays and wipe out with a damp cloth.

- Empty all trash cans (wash if needed) and keep reasonably free of dirt and contamination. All other trash containers require a black plastic liner to be supplied by the contractor. The bags containing the trash will be placed each night in the trash disposal units located outside the building. Collect all materials clearly marked with the word “trash”. Deposit all trash and boxes in dumpsters or other areas designated for that purpose.

- Clean all water fountains, stair rails and moldings.

- Clean the glass surroundings all entrance & exit ways. Shall include glass in entrance/exit doors as well as adjacent glass to entrance & exit. All door frames-entrance & exit and interior- and horizontal and vertical frames-inside and out. Surrounding adjacent glass should be cleaned simultaneously with the glass areas.

- Clean all restrooms as follows:
    - Clean sinks
    - Wash and sanitize toilets, seats and urinals. Replace urinal blocks if needed
    - Dust, wipe and polish chrome surfaces and clean mirrors, around fixtures, and partitions

- Sweep floor, damp mop floors with disinfectant cleaner or scrub with soap and water in order to keep floor clean and sanitary
- Replenish all restroom supplies, hand towels, tissue, and soap.
- Clean tile walls behind toilets.
- Clean walls around sink basin and around door jams and light switch.

- The janitorial crew shall check to insure that all lights are out in the building when not in use. Also, before leaving in the evening, the custodian shall check to be sure that all electrical appliances in the break areas are off and that all lights are out and all doors locked.

- Clean lounge areas to include wiping of all tables, chairs and counters with a damp cloth (wash if needed). Spot clean sink, microwave and refrigerator as needed. Spot clean all vending machines. Empty trash and recyclable containers daily. Wash trashcans as needed. Thorough cleanup except for any left over dishes.

- Sweep hallways and stairways areas daily.

- Cleaning of the lobby chairs. Spot cleaning if needed. This includes all lobby areas.

- Special cleanup of areas which have had furniture, equipment, cartons or carpet moved. These areas should be brought up to the same level of cleanliness and appearance as surrounding or adjacent areas within a reasonable amount of time.

Weekly Cleaning:

- Maintain and clean janitors room
- Vacuum thoroughly under and around each desk and or work area

Monthly:

- Damp mop each chair mat
- Damp wipe and dust all window sills throughout the building
- Damp wipe and clean all telephone receivers and telephones
- Dust and damp wipe as required all metal partitions

Special Cleaning as needed:

- Heavy dusting- dust all horizontal and vertical surfaces of all furniture, fixtures, woodwork, doors, rubber base molding in each room etc. damp wipe all metal desks to remove fingerprints and dust cloth or polish.
- Wash and clean exterior of filing cabinets removing fingerprints and leaving free of streaks.
- Clean interior glass and mirrors
- Mop stairwells at least once a week.
- Spot clean fingerprints and dirt from walls, woodwork, doors, and door jams.
- All furniture (clear of paper work) shall be dusted including the removal of fingerprints from glass top desks. This shall include desk, chairs, chair bases, filing cabinets, telephones, shelves, bookcases, etc.

Rental of the Cooperative Extension Auditorium:

This Auditorium is rented out on occasions to outside parties. The Lessee is responsible for returning all items to their original position and to leave the auditorium and the kitchen orderly and clean. All trash must be removed by Lessee and deposited in the dumpster at the rear of the building. Damage to the facility or failure to leave it orderly and clean will disqualify Lessee from future use. Lessee is responsible for furnishing all items needed for food preparation and service and for providing any audiovisual or other equipment needed. The Contractor will be required to sweep and mop the meeting areas on a routine basis, but not on weekends. The Maintenance Director will provide large black trash bags to the Cooperative Extension Director for the use during rental of the auditorium.

CONTRACTOR EMPLOYEE POLICY

The contractor agrees to be responsible for and shall provide general supervision of all its employees working under this contract. Whenever any employee(s) working, there shall be a designated supervisor directing his/her work.

The contractor shall ascertain that all its employees abide by the following rules:

- They shall wear a distinct uniform provided by the contractor at all times while on the premises.
- They shall be of good integrity and character.
- They shall not disturb any papers, boxes or other material except that in trash cans or designated areas for trash, unless such material is properly identified as trash.
- They shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage within 24 hours to the contract administrator in writing specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
- They shall not open drawers, file cabinets or use any phone except public pay phones unless given specific approval the Cleveland County.
- They shall not leave keys in doors or admit anyone into any building or office who is not designated employee of the contractor. All doors which were locked upon entry will be immediately relocked.
- They shall not clean or move copy machines or other office machines except requested by Cleveland County.
- They shall not engage in idle or unnecessary conversation the county employees, other employees of the contractor, tenants or visitors in the building.
- They shall not remove any article or materials from the premises, regardless of its value or regardless of any employees or tenants permission. This is to include the contents of any item found in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.
- They shall abide by rules and regulations set forth by Cleveland County which affects the performance of the work.
- Each employee of the contractor shall have the necessary aptitude to perform the janitorial duties in the contract.

Upon written request of Cleveland County to the contractor, or contractors employee who fails to abide by these or other rules established by the contracting agency will be immediately pulled off the job and replaced at not contract cost adjustment.

EQUIPMENT AND SUPPLIES

The contractor shall provide all equipment and supplies for professionally performing all work in this contract. Losses to the county caused by inferior quality equipment or supplies will be reimbursed by the contractor. Cleveland County will supply toilet tissue, hand soap and hand towels.

Contractor places order with the Maintenance Director and distributes theses supplies throughout the building.

STORAGE

Cleveland County will provide the contractor with reasonable storage space for supplies and equipment. The county will also provide reasonable security to protect the contractor from loss of equipment and supplies. The contractor shall keep all janitor closets, storage rooms and other space assigned to him, orderly and locked at all times. Exceptions shall be made only with prior written permission from the administrator.

INSPECTION

The contractor shall accompany a designated representative on inspections of the work at any time during business hours of the county. Cleveland County reserves the right to make determination as to whether service is being performed satisfactorily.

WORK CONFERENCES

At least every sixty days, the contractor will meet with the contract coordinator for a conference and tour to evaluate the performance of the contract. A written monthly performance report may be requested by the contract coordinator. Greg Traywick, will serve as the contract coordinator.

DEFAULT

Failure to satisfactorily perform the services required by the contract will be grounds for the Contracting Agency to declare the contractor in default. All contract disputes will be referred to the Finance Director for resolution. The decision of the Finance Director is final and without recourse.

SAFETY

The Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulation, orders, standards and interpretation promulgated pursuant to the Occupations Safety and Health Act of 1970 of the State of NC. Including but not limited to training, provision of personal protective equipment, adherence to all appropriate lock out procedures, and providing all notices, material safety data sheets, labels, etc, required by the right-to-know standard..

The contract may be cancelled upon 30 days written notice by either party unless work proves unsatisfactory, in which case; the contract may be cancelled immediately.

SERVICE CONTRACT AND INDEMNITY AGREEMENT

County of Cleveland, North Carolina (hereinafter "County") agrees to secure the services of the company or individual (hereinafter "Contractor") indicated in the signature section below to provide labor for a particular job or services of a limited special nature. The Contractor has been offered contract work by the County and the work will be performed at site(s) owned or operated by the County. Prior to signing contract and prior to commencing services, County and Contractor have provided a jointly completed "Worker Status Determination Report" and "Vendor Registration Form" for inspection by qualified staff in the County Finance & Purchasing Department. In consideration of the foregoing premises, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Services:** The services to be performed by the Contractor shall be as described in documents attached hereto and incorporated herein by this reference. The work shall include all labor and materials which will be paid by the Contractor and necessary for completion of the work. Label attached documents sequentially beginning with Attachment 1. If more than two documents are attached, provide as Attachment 1 a list that identifies all documents attached and remaining documents shall be sequentially numbered.
2. **Payment:** The Contractor will be paid as outlined in attached documents.
3. **Warranty:** The Contractor shall and hereby does warranty all workmanship and materials for up to at least one year after completion of the project. Any materials, equipment, or workmanship discovered to be inferior or which fails to perform as reasonably expected shall be repaired or replaced by the Contractor, at the Contractor's expense, within a reasonable time period of the Contractor being notified of such discovery.
4. **Independent Contractor:** The Contractor agrees that he/she is an "independent contractor" not under the control or supervision of the County and, therefore, not eligible for County employee benefits (such as health insurance and workers' compensation insurance). The County's health insurance policy and workers' compensation insurance will not cover the Contractor in the event of sickness, illness, injury, or accident. The personnel policies of the County do not apply to the Contractor. The Contractor does not make this agreement under any duress.
5. **Taxes/Withholdings:** The Contractor is responsible for all federal and state employment taxes or other required withholdings. The County will not pay on the Contractor's behalf any federal or state income tax, social security tax, or any other withholding tax or benefit.
6. **IRS Form 1099:** The Contractor will not be required to fill out an application for employment. The Contractor will not be provided a W-2 form, but the Contractor's pay will be reported to the IRS. The County will provide an IRS Form 1099 at the end of the calendar year to each Contractor per IRS rules and regulations.
7. **Limited Need for Services:** As an "independent contractor", the Contractor's services may be needed for a limited time and the need may end at any time for any reason.
8. **Compliance with Applicable Laws:** The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall perform the work as provided for by the contract in compliance with all applicable federal, state and local regulations and laws including, but not limited to, the OSHA standards set and enforced by the Department of Labor, minimum hour and wage regulations, equal opportunity employment laws, confidentiality, state incorporation laws, state rules concerning the collection and reporting of sales and use taxes, restriction against officers and employees of the County deriving personal benefit(s) from the Contractor, disclosure of lobbying activities, etc. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent local government ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.
9. **Nondiscrimination:** Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, disability, or other difference.

10. **Insurance and Bonding:** Prior to commencing services and throughout the term of this agreement, the Contractor and all subcontractors shall maintain in force adequate applicable insurance coverage for property and general liability, malpractice, workers compensation, and vehicle liability. When the minimum required insurance is determined to be insufficient, the Contractor will maintain in force insurance reasonably appropriate to the work to be undertaken by the Contractor. When exempt from workers compensation or other insurance coverage, the Contractor shall provide documented proof of exemption. Further, the Contractor agrees to provide a Certificate of Liability to the County for all applicable insurance coverage.

11. **Damage to County Property:** The Contractor shall be responsible for any related damage to or loss of the County's equipment or facilities arising out of an act or omission of Contractor or its authorized user and deemed reasonable by either (1) both County and Contractor, (2) mediator, or (3) court/judge.

12. **Indemnity:** To the fullest extent permitted by law, the Contractor agrees to and hereby does indemnify, defend, and hold harmless the County and County's officers, agents, and employees from and against any and all losses, costs, damages, obligations, and expenses incurred by the County (including, without limitation, attorney's fees) that arise in connection in any way, directly or indirectly, associated with the work to be performed by the Contractor or any of its agents, subcontractors, and employees (including, without limitation, any claim for personal injury, death, sickness, or disease, or payment arising from an employee of Contractor, any sub-Contractor or any other party), whether in any event such claim arises prior to completion of and payment for the contracted work or thereafter.

13. **Amendment of the Contract:** No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. On behalf of the County, both the Authorized County Department Representative and the County Finance Director must sign and a board chairperson may also be required to sign. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

14. **Complete Agreement:** This Contract and all attachments constitute the complete agreement and understanding between the parties. All prior and coexisting agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this contract if they alter, vary, or contradict this Contract.

SIGNATURE SECTION

1. **Subject to Contractor Approval:** On behalf of the Contractor, please indicate consent to these terms and conditions by signing and completing the lines below.

_____

Printed Name of Company or Individual

_____

Authorized Representative: Signature / Printed Name / Date

_____

Another Authorized Representative: Signature / Printed Name / Date (if two signatures are required by Contractor)

2. **Subject to Departmental Approval:** On behalf of the County, please indicate both 1) that sufficient budget either already exists or will exist and 2) consent to these terms and conditions by signing and completing the lines below.

_____

Printed Expenditure Account Number(s) / County Location Code (if applicable)

_____

Authorized County Department Representative: Signature / Printed Name / Date

3. **Subject to Annual Budget Approval (select either choice 1 or 2):** On behalf of the County, please indicate both 1) the type of annual budget approval and 2) consent to these terms and conditions by signing and completing the line below. In addition to the type of annual budget approval, multi-year agreements expire when County management fails to acquire necessary budgetary authorization from its Board of Commissioners.

[ ] 1. As of the date below, sufficient budget exists for the amount stated in this agreement. Therefore, this instrument has been pre-audited in the manner required by, and complies with, Article 3 of Chapter 159 of the North Carolina General Statutes, also cited as "The Local Government Budget and Fiscal Control Act." Further, the County will issue a separate purchase order for each order of services that costs over $200 from the Contractor.
[ ] 2. The County has limited available budget to pay for services rendered, above which separate budgetary approval is required. Accordingly, since no maximum amount is stated in this agreement, this document has not been pre-audited and each order for services from the Contractor requires a separate purchase order that will be pre-audited.

_____
County Finance Director: Signature / Printed Name / Date

4. **Subject to Board Approval, if applicable:** On behalf of the County Board of _____ _____, please indicate approval of this contract by signing and completing the lines below.

_____
County Board of _____ Chairperson: Signature / Printed Name / Date

This Contract, made and entered into the first day of **July 1, 2011 through June 30, 2013** by and between County of Cleveland, a municipal corporation, and _____, sets forth the terms and conditions for the Janitorial Services and payment for said services at the Cleveland County Social Services, located at S. Post Rd, Shelby NC 28150.

_____ hereby agrees to meet all requirements and conditions set forth and described in the instructions to bidders, special and general Specifications that were advertised.

Therefore, the County of Cleveland agrees to pay **$_____ annually**, the sum of **$_____ monthly**. Payment will be made monthly after service is completed and payment will be mailed fourteen (14) days after invoice is received in Accounts Payable.

If the services provide by _____ is to the satisfaction of Cleveland County, this contract may be extended on an annual basis.

This contract may be terminated by Cleveland County or _____provided a thirty day notice, in writing, is given to the other party.

Liability insurance and workers compensation insurance are required for the term of the contract. Workers compensation insurance is not required by the County for businesses that have less than 3 employees in accordance with NC state law; as long as the vendor documents that they have less than 3 employees. Proof from the vendor would be a copy of ESC quarterly report submitted to the state for their employees.

_____
Cleaning Service

_____
DSS Director