

**ORANGE COUNTY BOARD OF EDUCATION  
CONTRACT FOR CUSTODIAL SERVICES**

This contract for custodial services (the "Contract") is made and entered into this [DATE] day of [MONTH], 202\_, between the Orange County Board of Education (the "School System"), 200 E. King Street, Hillsborough, NC 27278, and [CORPORATE NAME OF PROVIDER] (the "Provider"), [PROVIDER'S ADDRESS].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:
  - 1.1. Provider will provide services described in the bid documents for this project, which are attached hereto as Exhibit A and incorporated herein by reference. All work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including Exhibit A and any other documents incorporated by reference.
  - 1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
  - 1.3. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. Term. The services described in the Contract will be provided from July 1, 2023 through June 30, 2026 unless sooner terminated as herein provided.
3. Compensation. The School System hereby agrees to compensate Provider at the rates described in the attached bid documents for services rendered. Provider shall provide School System with monthly invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. Invoices should be sent to the Orange County Board of Education, 200 East King Street, Hillsborough, NC 27278, for review and approval. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
4. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 3 for all services performed as of the date of termination.
5. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
6. Contract Funding. It is understood and agreed between Provider and the School System that the School



System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.

7. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract. If requested by the School System, Provider shall provide a breakdown of all sales and use taxes paid on labor, materials, parts and/or supplies.
9. Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
10. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
11. Lunsford Act. Provider also 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. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors ("Contractual Personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required



registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B) that the registry checks were conducted on each of its Contractual Personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each Contractual Personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

12. Criminal Background Checks. Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.
13. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
14. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.



15. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
16. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
17. Anti-Nepotism. Unless disclosed to the School System in writing prior to the Board’s approval and execution of the Contract, Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Orange County Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless disclosed prior to the execution of the Contract or formally waived by the School System at a Board meeting, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
18. Applicable School Board of Education Policies. Provider acknowledges that the Orange County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board’s policies are available on the School System’s website.
19. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
20. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
21. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
22. Order of Precedence. To the extent of any conflict between the terms of this Contract and any attached exhibits incorporated by reference herein, the terms of the Contract shall control.
23. Entire Agreement. This Contract, including any document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract, including any documents incorporated by reference, supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms



of this Contract will control.

24. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

Exhibit A: Bid Documents, including RPF and Provider's Response to RFP.

Exhibit B: Sexual Registry Check Certification Form

25. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
26. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
27. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**ORANGE COUNTY  
BOARD OF EDUCATION**

**PROVIDER**

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Superintendent

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
School System Finance Officer

\_\_\_\_\_  
Date





**REQUEST FOR PROPOSAL:**

Custodial Services

**Proposals Due: 3:00 p.m. EST Friday, May 5, 2023**

**via Sealed Proposal sent by Mail**

**Submit Sealed Proposal by Deadline to:**

Orange County Schools  
Attention: Patrick Abele  
Deputy Superintendent  
200 King Street  
Hillsborough, NC 27278

***Write "RFP Custodial Services 2023-2026" on box or envelope***

**Primary RFP Contact:**

Mike Thornton  
Core America



[mthornton@coreamerica.com](mailto:mthornton@coreamerica.com)



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# **1 PROJECT OVERVIEW AND BACKGROUND**

## **1.1 Project Overview**

This Request for Proposal (RFP) solicits proposals to provide custodial services to select Orange County School District (hereafter “OCS”), located in Orange County, North Carolina. Service Providers must submit a proposal to service all schools included in this RFP.

The objective of this RFP process is to identify Service Providers capable of providing custodial services at the most competitive prices and at the highest consistent quality to OCS. This is merely a Request for Proposal and is not to be construed as an offer to enter into a contract. Moreover, OCS may supplement, amend, or withdraw this RFP at any time.

OCS reserves the right to reject all proposals or to waive minor irregularities. All proposals shall be made public, and OCS shall award the contract to the lowest responsible bidder or bidder, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

Financial considerations are important but will not be the sole determinant of the award. Within this RFP, OCS challenges respondents to carefully study and research the unique aspects of its buildings, statements of work, and specifications and to submit proposals that demonstrate the Service Provider’s ability to maintain best-in-class quality levels.

The project’s requirements are more fully described in Exhibit E, statements of work and specifications.

## **1.2 Key Terms**

This RFP includes the following key terms:

**Agreement** – the contract or agreement resulting from this RFP process

**Service Provider** – a person, partnership, company or corporation which offers custodial services as described herein in exchange for payment. Synonymous with contractor, respondent, proposer, bidder, etc. herein

### 1.3 Background Information

Orange County School District is a public-school district located in Hillsborough, North Carolina. It has approximately 7,200 students in grades Pre-K-12. Although primarily outsourced, the district still self-performs custodial services for select buildings and shifts. **Table 1** indicates the buildings and services included in this RFP (all services marked “X” are applicable for this RFP and are outsourced).

Building	Custodial – Days	Custodial – Nights
Central Elementary	X	X
Efland-Cheeks Elementary		X
Hillsborough Elementary		X
Pathways Elementary		X
A. L. Stanback Middle School		X
Orange Middle School	X	X
Gravelly Hill Middle School		X
Cedar Ridge High School	X	X
Orange High School	X	X

*Table 1: Orange County Schools building list for RFP*

Custodial services are non-union. For a detailed list of pertinent building information, please refer to **Exhibit A: Building Information**.

Building drawings (where available) accessible via a shared link. These drawings are not to be shared with any outside parties or to be used for any other purposes than those stated in this RFP. Service Provider shall properly dispose of all building drawings within seven days of RFP submission.



## PROPOSAL INSTRUCTIONS AND CONDITIONS

### 1.4 Intent

It is the intent of OCS, through this RFP and contract conditions contained herein to establish, to the greatest extent possible, complete clarity regarding the requirements of both parties to the Agreement resulting from this RFP. Only Service Providers with relevant experience and the ability to provide world-class services in a timely fashion are encouraged to submit proposals.

All proposals must include all materials, labor and services necessary to meet or exceed specifications described herein. Proposals for services that deviate from these specifications may be considered non-responsive.

The following goals and objectives are the primary factors driving this RFP process. Service Provider's response should provide ideas, programs, procedures or solutions related to each specific goal:

- Maintain a healthy and safe environment for the people attend, visit, or work in OCS buildings and schools
- Provide the required service levels, as described herein, while achieving optimal cost efficiencies through best-practice management, use of labor-saving equipment and technology, and volume purchasing
- Provide the appropriate staffing levels to achieve high-quality outcomes
- Maximize customer satisfaction and minimize service-related complaints
- Ensure cleaning consistency for district buildings
- Minimize OCS's required oversight and involvement with custodial operations through proactive management and higher employee productivity
- Ensure energy-efficient and environmentally friendly custodial program

## 1.5 Schedule of Events (2023)

EVENT	DATE
RFP released to bidders	April 6
Mandatory pre-bid conference call	3:30 p.m. EST April 10
Optional bid tours	9:00 a.m. EST April 11 and 12. Meet at Orange High School both days
Clarification requests from bidders due	April 19
Responses sent to all bidders	April 26
Proposals due (sealed, mailed proposal and flash drive)	3:00 p.m. EST May 5
Finalist interviews	May 12 (if required)
Select recommended winner(s)	May 16
Receive OCS Board approval	May 22
Execute contract	Late May
Contract commencement date	July 1, 2023

Table 2: Orange County Schools RFP Schedule of Events

## 1.6 RFP Meeting and Building Tour

**OCS, with the assistance of Core America, will conduct a MANDATORY RFP pre-bid conference call on Monday, April 10<sup>th</sup>, 3:30 p.m. EST. Details below:**

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 271 500 569 203

Passcode: JY7Cmv

Download Teams | Join on the web

Or call in (audio only)

+1 321-558-7338,,429861129# United States, Orlando

Phone Conference ID: 429 861 129#

Find a local number | Reset PIN

Service Provider may email RFP Contact Mike Thornton at [mthornton@coreamerica.com](mailto:mthornton@coreamerica.com) to receive the meeting details via email.



The purpose of the meeting will be to review the RFP documents and to answer questions about the process and the specifications.

**The optional tours of OCS buildings will be held as follows:**

- 9:00 a.m. EST, Tuesday, April 11 – Meet in Orange High School Lobby
- 9:00 a.m. EST, Wednesday, April 12 – Meet in Orange High School Lobby

Service Provider must confirm its attendee(s) by Noon, April 10 to:

- [mthornton@coreamerica.com](mailto:mthornton@coreamerica.com)
- [mslilaty@coreamerica.com](mailto:mslilaty@coreamerica.com), and
- [lorenza.eason@orange.k12.nc.us](mailto:lorenza.eason@orange.k12.nc.us)

Service Providers are limited to **two attendees per company**. Failure to examine the buildings will not relieve the Service Provider from providing any product or performing any labor or services that may be required to carry out the intent of the Agreement.

## **1.7 Proposal Clarification Requests**

Clarification requests will be accepted via email only (see RFP contacts listed on the cover page). Include a reference to the line and section/subsection number(s) being addressed. Responses to clarifications will be shared with all Service Providers that were invited to submit a proposal. OCS will not be bound by any oral responses.

## **1.8 Proposal Response Format**

Proposals must follow the format designated in Section 2. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

## **1.9 Requirements for Signing Proposal**

Each Service Provider, by making a proposal, represents that this document and all attachments have been read and fully understood.

The proposal must include an electronic signature by an individual authorized to legally bind the person, partnership, company or corporation submitting the proposal (see **Exhibit D: Bid Signature**).

## **1.10 Deadline for Proposals**

**Proposals must be submitted via sealed envelope and received by 3:00 p.m. EST May 5, 2023.** OCS shall not be held responsible for courier service errors, lost, late or non delivered proposals.

Service Provider must write “RFP Custodial Services 2023-2026” on the envelope, mailing the sealed proposal to:

Orange County Schools  
Attention: Patrick Abele  
Deputy Superintendent  
200 King Street  
Hillsborough, NC 27278

The sealed proposal shall include the following contents:

- 1 hard copy:
  - Executive Summary or Cover Letter
  - Exhibit B: Technical Proposal responses
  - Exhibit D: Bid Signature
- A flash drive that includes electronic copies of:
  - Executive Summary or Cover Letter (Word or PDF format)
  - Exhibit B: Technical Proposal responses (Excel format)
  - Exhibit C: Pricing Workbook (Excel format)
  - Exhibit D: Bid Signature (Word or PDF format)

### **1.11 Term of Agreement**

Pricing for this Agreement shall be based on a term of three (3) years, with the option to renew services for an additional two years to be approved in one-year increments. The Agreement shall be **fixed-price** for each individual contract year. The Service Provider’s proposed pricing shall reflect any upcoming changes to wages and other wage/benefit increases. Therefore, the Service Provider’s proposed pricing shall include blended rates for each year that account for any wage/benefit increases within each individual contract year. Requests for pricing increases beyond those proposed in the Pricing Workbook(s) will not be granted.

The projected three-year custodial services Agreement will commence on July 1, 2023, and will end on June 30, 2026.

### **1.12 Right to Request Additional Information**

OCS reserves the right to request any additional information which is deemed necessary at any point during this RFP process. Moreover, OCS reserves the right to ask for additional information or pricing from one, many or all participating Service Providers and may adjust or negotiate the terms, requirements and/or specifications at any point during the RFP process with any Service Provider.

### **1.13 Proposal Preparation Costs**



The Service Provider is responsible for all costs incurred by the Service Provider or his/her subcontractors in responding to this RFP.

#### **1.14 Standard Forms and Contracts**

Any forms and contracts the Service Provider proposes in addition to the required OCS form contract, terms and conditions, to include as part of any Agreement resulting from this RFP *must* be submitted as part of the Service Provider's proposal. Any forms and contracts not submitted as part of the Service Provider's proposal and subsequently presented for inclusion may be rejected. This requirement includes but is not limited to the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. OCS is under no obligation to accept service provider proposed forms or contracts.

Note: Service Provider may not subcontract without express written approval from OCS.

#### **2.12 Selection Criteria**

OCS will evaluate proposal based upon the Pricing Workbook(s), the technical abilities and responses as presented in the Technical Submittal, the Service Provider's ability to demonstrate adequate insurance coverage, Service Provider's past performance and/or service reputation, competitive employee compensation plans to minimize turnover, service capability, quality of the Service Provider's employees or services, transition plan, adequate management structure, commitment to world-class customer service, references, the extent to which the Service Provider's employees or services meet OCS's needs, total long term cost to OCS, and any other relevant criteria stated elsewhere herein. OCS may elect to establish alternate selection criteria to protect its best interests or meet performance or operational standards at any point in this RFP process. Selection of a successful Service Provider will be at the sole discretion of OCS.

#### **2.13 Selection Process**

OCS management will evaluate, rate and select finalists based on the written information provided in each Service Provider's proposal.

Finalist Service Providers may be required to participate in a presentation and interview process in which OCS and Core representatives will further inquire about the Service Provider's qualifications and experience. Service Providers may also be asked to provide a brief overview of their organization, key personnel and explain how they would approach OCS's expectations for high-quality service outcomes.

If OCS is unable to successfully negotiate and execute a contract for services with the company offering the highest ranked proposal, OCS reserves the right to revisit other Service Provider's proposals.

#### **2.14 Federal or State Sales, Excise or Use Taxes**

OCS is NOT a tax-exempt institution. Service Provider shall include all applicable taxes in the completed Pricing Workbook(s).

#### **2.15 Right of Refusal**

OCS reserves the right to reject any or all proposals, either in whole or in part, or to waive any informalities or irregularities therein that are in the best interest of OCS. OCS reserves the right to cancel, modify or delay this RFP process, for any reason.

#### **2.16 Turnkey Solution**

The proposal price will be the total dollar amount for all services, materials, equipment and labor to satisfy the terms and requirements stated herein. The proposal amount is to be held firm for at least one hundred and twenty (120) days from the proposal opening date. All prices quoted must include all labor, supervision, equipment, supplies and cleaning materials necessary to perform custodial services that are compliant with the requirements and specifications stated herein.

#### **2.17 Proposal to Become Part of Agreement**

This RFP, Service Provider's response and any subsequent written communications, along with any formal, signed Agreement will become part of the Agreement documentation governing performance of this project. Where conflicts exist, the later dated document shall govern.

#### **2.18 Confidential Information**

Information contained in the Service Provider's proposal that is company confidential must be clearly identified in the proposal itself. OCS will be free to use all information in the Service Provider's proposal for its own purposes.



### 3 PROPOSAL RESPONSE FORMAT

#### 3.12 Introduction

To facilitate the analysis of responses to this RFP, Service Providers are required to prepare their proposals in accordance with the instructions outlined in this section.

Proposals shall be prepared as simply as possible and provide a straightforward, *CONCISE* description of the Service Provider's capabilities to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE PLACED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly.

The proposal shall be organized as follows:

- Executive Summary or Cover Letter (please limit to 2 pages)
- Answers and documentation for each request/question within **Exhibit B: Technical Submittal**
- A completed **Exhibit C: Pricing Workbook**
- A completed **Exhibit D: Bid Signature**
- Any additional supporting documentation that would indicate the Service Provider's ability to meet any of the requirements stated in this RFP (please limit to 8 pages)

#### 3.13 Executive Summary or Cover Letter

This section of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages, describing the Service Provider's overall proposed solution. The Executive Summary or Cover Letter must not include cost quotations.

#### 3.14 Technical Submittal Requests and Questions

The Technical Submittal (**Exhibit B**) contains multiple requests and questions designed to provide the Service Provider the opportunity to present its management plan, differentiators, expertise, and professionalism. Each question should be answered as clearly and concisely as possible, with supporting documentation included as attachments.

#### 3.15 Pricing Workbook

Pricing should be presented using the included full-disclosure pricing workbook only (**Exhibit C**). General instructions for pricing can be found in Section 4.

### **3.16 Bid Signature**

In the Bid Signature (**Exhibit D**), the Service Provider will sign its proposal attesting that they did not participate in any collusion and that they agree with the terms and conditions stated herein. Signature must be the Owner, President or individual with legal authority to submit a proposal on behalf of the Service Provider.

### **3.17 Additional Supporting Documentation**

Service Providers are to use the final section of the Technical Submittal (**Exhibit B**) to provide additional information. The contents of this section must be clear, concise, and relevant to this RFP.

## **4 TERMS AND CONDITIONS**

### **4.12 Standard Terms, Conditions, and Insurance Requirements**

OCS's standard terms, conditions, and insurance requirements (**Exhibit F**) shall be accepted by the Service Provider. The successful Service Provider shall furnish a certificate of insurance that fulfills OCS's insurance requirements.

### **4.13 Confidentiality**

The final contract will acknowledge the possibility that notwithstanding the restrictions that this RFP places on employees of the Service Provider reading materials left on desks, file cabinets, etc., it is possible that the Service Provider or employees of the Service Provider may inadvertently receive Confidential Information of OCS, OCS students, and OCS staff while performing services. Accordingly, such employees shall: (a) keep the Confidential Information confidential, (b) use Confidential Information only for purposes of fulfilling the Service Provider's obligations and exercising the Service Provider's rights hereunder, and (c) disclose such Confidential Information only to the Service Provider's employees who have a need to know and only for the purposes of providing services, or (d) to the extent required by law. As used herein, "Confidential Information" means information in the possession or under the control of OCS of a proprietary nature relating to the technical, marketing, and/or business affairs of OCS, or proprietary and trade secret information, in each instance whether in oral, graphic, written, electronic or machine readable form, and, in addition, shall include any information constituting an educational record under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations ("FERPA"). Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by OCS.

### **4.14 Indemnity**

The final contract shall require the Service Provider to defend through counsel of its own choice, indemnify, and hold harmless OCS and its officers, directors, affiliates, and employees from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees and costs, and reasonable costs of investigation, resulting from the Service Provider's (i) material breach of any obligation, duty, representation, or warranty contained in the final contract; or (ii) negligent act or omission, or willful misconduct, while its agents are on the property of OCS for any reason or while providing the services requested under this RFP.



## 5 PRICING

### 5.12 General Assumptions

- It shall be assumed that the pricing submitted by each Service Provider is sufficient to meet or exceed all specifications, terms and conditions stated in this RFP document and exhibits
- OCS assumes that the prices listed in the Service Provider's proposal are the most competitive quotes it can offer, both at the outset of the relationship and on an ongoing basis. OCS expects to work together with its Service Providers to continually identify opportunities to achieve cost reductions
- OCS will not accept any additional charges other than those indicated in the full-disclosure pricing workbook(s) of the Service Provider's proposal
- Contracts are being bid as **fixed-price** contracts and **will remain fixed** for the entire term of the Agreement
- The Service Provider's proposed pricing **shall incorporate all anticipated changes to wages or benefits within each contract year**. Therefore, Service Provider's proposed pricing shall include blended rates for each contract year that account for any increases during that year
- Additional services will be billed at the applicable rate/cost as indicated in the miscellaneous pricing section
- OCS is requiring the Service Provider to employ AT LEAST one (1) non-cleaning day manager and one (1) non-cleaning night manager.
- The required number of daytime custodial positions and night lead custodians are included in Exhibit E1
- OCS is NOT a tax-exempt institution. Service Provider shall include all applicable taxes in its completed Pricing Workbook(s).
- Prompt payment discounts and volume discounts will be viewed favorably

### 5.13 General Instructions for Completing the Pricing Workbooks (Exhibit C)

- Use MS EXCEL version 2003 or later. **DO NOT submit as PDF**
- Service Provider shall **ONLY** complete those cells with **blue font**. All other cells are generated by automatic formulas. Any cell left blank shall be assumed to be a no-bid for that particular product or service
- Service Provider shall be liable for any costs incurred by OCS or Core as a result of a virus being passed through an infected file

### 5.14 Alternative Proposal (s)

If the Service Provider believes that it can offer alternatives that may be more favorable to OCS than those included in this RFP, the Service Provider should include information on these alternatives as separate attachments to their proposal.

## 6 EXHIBITS

### Exhibit A: Building Information



Exhibit A-Building  
Information.xlsx

*Building drawings provided to participating bidders via a shared link*

### Exhibit B: Technical Submittal



Exhibit B-Technical  
Submittal.xlsx

### Exhibit C: Pricing Workbook



Exhibit C-Pricing  
Workbook.xlsx

### Exhibit D: Bid Signature



Exhibit D-Bid  
Signature.docx

### Exhibit E: Statements of Work



Exhibit  
E1-Custodial SOW.d



Exhibit E2-Cleaning  
Specifications.doc



Exhibit E3-Green  
Cleaning Policy.doc

### Exhibit F: Standard Services Agreement



Exhibit F-OCS  
Sample Service Agree

**Exhibit B****Sexual Offender Registry Check Certification Form*****PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE***

Project Name: \_\_\_\_\_ Contract: \_\_\_\_\_

Check the appropriate box to indicate the type of check:

☐ Initial ☐ Supplemental ☐ Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Contract for all Contractual Personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Contract, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Contract if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Contract (initial check), any time additional Contractual Personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

**Contractual Personnel Names****Job Title**

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature / date)