

NORTH CAROLINA  
DURHAM COUNTY

CONTRACT FOR JANITORIAL SERVICES FOR THE DURHAM ARMORY

This contract is dated, made, and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Durham (“City”), a N. C. municipal corporation, and A & B Cleaning Services Inc. (“Contractor”), a corporation organized and existing under the laws of North Carolina;

Sec. 1. Background and Purpose. This is a three (3) year service contract to provide janitorial cleaning services at the Durham Armory and for performing additional miscellaneous services for the City from, January 21, 2016 – December 31, 2018.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall perform all required services in all areas and shall complete an efficient custodial service, including all labor, supervision, cleaning materials, equipment and consumables including but not limited to hand soap, toilet tissue, paper towels, trash can liners per attachment A entitled “Scope of Work”. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Livable Wage. In the event of a finding by the City Manager or a judicial officer that any Service Worker has been paid less than the compensation to which the Service Worker is entitled under the City’s livable wage ordinance, the Contractor shall make restitution to the Service Worker for the amount due. The Contractor shall also pay liquidated damages to the City in the amount of Fifty Dollars (\$50.00) per day for each employee so underpaid, provided, however, that these damages shall not be assessed for wage underpayment violations to any individual which amount to a total of less than One Dollar (\$1.00) in any payroll period. Should a Service Worker be found to have been discriminated against for seeking to enforce the provisions of the City’s livable wage ordinance, and if the Service Worker has been terminated from employment, he or she shall be reinstated upon an order to do so from the City Manager or a judicial officer. A flyer stating the City of Durham’s Livable Wage amount shall be posted at the workplace of every Service Contractor in a location easily seen by all employees. The Contractor agrees to comply with applicable provisions of the ordinance, including but not limited to its severability provisions. Definitions of terms in this paragraph are stated in the ordinance. “Service Contractor” includes the Contractor and all of its subcontractors.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send itemized invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract at the rates listed in attachment B entitled “Contract Pricing”. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within thirty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: The City shall make payment in the amount required by this contract monthly upon all other parties’ satisfactory completion of performance of this contract. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes sub-consultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8<sup>th</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

#### Sec. 7. Insurance.

During the term of this contract, Contractor shall purchase and maintain insurance coverage for not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$2,000,000 per occurrence, with an annual aggregate on not less than \$4,000,000.

Commercial Auto Liability, (this is only required if proposal includes transporting participants) covering:

- Symbol 1, all vehicles
- Combined single limit of \$1,000,000
- City of Durham must be named additional insured

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage

Certificates shall be addressed to:

City of Durham, North Carolina  
attention: Gina Morais  
101 City Hall Plaza  
Durham, NC 27701Durham, NC 27701

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

Exhibit A Scope of Work containing 10 page(s).

Exhibit B Contract Pricing containing 1 page(s).

Exhibit C Contractor Submitted Proposal 42 page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

Gina Morais

City of Durham Parks and Recreation

101 City Hall Plaza

Durham, NC 27701

Phone number is (919) 560-4355

The fax number is (919) 560-4021

Email: gina.morais@durhamnc.gov

To the Contractor:

A&B Cleaning Service Inc

James J McKesson

610 B Lynndale Court

Greenville, NC 27858

Phone number is (252) 752-7222

The fax number is (252) 364-8703.

Email: mckessonj@yahoo.com

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims,

judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. E-Verify Requirements. (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Sec. 15. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation

or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter

of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(I) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

\_\_\_\_\_

\_\_\_\_\_

Pre Audit:

ATTEST:

A&B Cleaning Services, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

# Attachment A

## SCOPE OF WORK

**GENERAL.** The contractor shall perform the services in all areas to furnish a complete and efficient custodial service, including all labor, supervision, cleaning materials, equipment and consumables including but not limited to hand soap, toilet tissue, paper towels, trash can liners

### **AREAS TO BE SERVICED**

#### **LOBBY AREA**

*After each event:*

- Sweep and damp mop all floor areas using a germicidal disinfectant cleaner
- Vacuum floor mats
- Clean entrance doors glass and wood panels
- Clean the counter top
- Remove cobwebs from walls, ceilings and baseboards
- Clean all windows - interior only
- Dust all surfaces, window sills, light fixtures, etc.

*Monthly:*

- Clean all windows interior and exterior
- Buff tile floors

*Quarterly*

- Strip and refinish floors

#### **COAT CHECKROOM**

*After each event:*

- Sweep and damp mop all floor areas using a germicidal disinfectant cleaner
- Vacuum any floor mats
- Clean and dust shelves of any debris
- Empty and remove all trash and clean all waste containers using a germicidal disinfectant cleaner, and replace liner
- Remove and dispose of any left items (decorations, favors, food, boxes)
- Remove cobwebs from walls, ceilings and baseboards

*Quarterly*

- Strip and refinish floors

#### **RESTROOMS (3)**

*After each event:*

- Empty and remove all trash and clean all waste containers using a germicidal disinfectant cleaner, and replace liner
- Sweep and mop all floor areas using a germicidal disinfectant cleaner
- Scour, wash, disinfect and sanitize all bathroom sinks and countertops, toilet bowls, seats, and urinals using a germicidal disinfectant cleaner
- Clean all mirrors
- Polish all bright metal faucets, chrome traps and enameled surfaces
- Clean walls around sinks, urinals and partitions using germicidal disinfectant cleaner
- Refill and restock all dispensers (toilet tissue, hand/paper towels, hand soap)

- Remove cobwebs from walls, ceilings and baseboards

***Monthly:***

- Scrub floors to remove any buildup of dirt around baseboards toilets and partitions.
- Wipe down tile walls

**KITCHEN**

***After each event:***

- Disinfect and wash all counter tops, tables and sinks.
- Sweep and mop all floor areas using a germicidal disinfectant cleaner
- Remove all food particles from tables, chairs, sinks and countertops.
- Clean interior and exterior of microwaves, refrigerator, ovens, and warming oven.
- Refill all dispensers (paper towels, hand soap)
- Clean, disinfect and polish all chrome/metal fixtures, sinks and fountains.
- Empty and remove all trash and clean all waste containers using a germicidal disinfectant cleaner, and replace liner
- Remove cobwebs from walls, ceilings and baseboards

***Monthly:***

- Clean all windows interior and exterior
- Clean exhaust fan grease screen.

***Quarterly***

- Strip and refinish floors
- Deep clean gas oven and range

**SNACK BAR/CONCESSION AREA**

***After each event:***

- Remove any items leftover and clean shelves
- Clean and disinfect countertop
- Sweep and mop all floor areas using a germicidal disinfectant cleaner
- Empty and remove all trash and clean all waste containers using a germicidal disinfectant cleaner, and replace liner
- Remove cobwebs from walls, ceilings and baseboards

**HALLWAYS**

***After each event:***

- Clean and disinfect drinking fountain
- Dust and wipe down stair railings
- Sweep and mop ramp and floor areas using a germicidal disinfectant cleaner
- Vacuum floor mats
- Dust and clean showcase glass
- Remove decorations from walls
- Remove cobwebs from walls, ceilings and baseboards

***Monthly:***

- Clean all windows interior and exterior
- Dust or vacuum the tops of the exposed HVAC duct work
- Buff tile floors

***Quarterly***

- Strip and refinish floors

## **BALCONY / BALCONY MAIN STAIRS (2)**

### *After each event:*

- Clean and disinfect ledges and chairs of debris
- Sweep and damp mop stairs and all floor areas using a germicidal disinfectant cleaner
- Remove decorations and tape from walls
- Remove cobwebs from walls, ceilings and baseboards.
- Dust and wipe down stair railings

### *Monthly:*

- Dust all surfaces: window sills, light fixtures
- Clean all windows – interior only
- Buff balcony tile floors

### *Quarterly*

- Strip and refinish tile and concrete floors

## **BALCONY EMERGENCY EXIT AREAS AND STAIRS (2)**

### *After each event:*

- Sweep stairs and remove trash
- Remove decorations and tape from walls

### *Monthly:*

- Dust and wipe down stair railings, sills, and ledges
- Damp mop stairs and floor areas

## **OFFICE/MEETING ROOMS**

### *After each event:*

- Clean and disinfect tables (do not disturb paperwork)
- Spot clean carpet to remove stains (as needed)
- Vacuum thoroughly under tables and chairs and around other furniture as applicable
- Dust window sills
- Remove decorations and tape from walls
- Empty and remove all trash and clean all waste containers using a germicidal disinfectant cleaner, and replace liner
- Remove cobwebs from walls, ceilings and baseboards

### *Monthly:*

- Clean all windows interior only

### *Annually:*

- Shampoo and deodorize carpet

## **AUDITORIUM / BALLROOM (including stage and stage storage areas)**

### *After each event:*

- Dust and clean all window sills
- Clean entrance doors glass and wood panels
- Dry dust mop ballroom, stage and storage room floors with a clean, soft brush for fine dust removal. (Do not mop heavily with water – only use water sparingly to spot clean when needed)
- Vacuum aluminum grid walk-off mats (3)
- Remove trash, decorations, left over boxes etc. from ballroom, stage and storage area
- Lift and sweep under the Lift Elevator

- Empty and remove all trash and clean all waste containers using a germicidal disinfectant cleaner, and replace liner
- Remove cobwebs from walls, ceilings and baseboards

***Monthly:***

- Clean all windows interior and exterior on ground level
- Dust or vacuum the tops of the exposed HVAC duct work
- Buff ballroom floor and remove scuff marks

***Annually:***

- Refinish wood ballroom and stage floors.

**CARPORTR/DRIVEWAY AND FRONT ENTRANCE**

***After each event:***

- Pick up and clean entire area to remove all garbage
- Blow off any leaves and debris
- Empty trash cans and ashtrays.

***Annually:***

- Pressure wash driveway

**CUSTODIAL CLOSET**

- Keep neat, clean and orderly at all times
- Clean all spills immediately
- Ensure all containers are properly labeled
- Remove cobwebs from walls, ceilings and baseboards (monthly)
- Stock for attendant use during events (i.e. toilet paper, paper towels, trash bags, etc.)
- Ensure Safety Data Sheets (SDS) are on-site with a copy given to the DPR representative.

**MISCELLANEOUS SERVICES**

**DURHAM ARMORY REFRESH & RESTOCK SERVICE**

(This service is typically requested when there is a multi-day event using the facility that requires service, but not a full cleaning)

- Empty all trash cans and dispose of bags into an appropriate receptacle, and replace liner
- Empty all recycling cans and dispose of recyclables into appropriate receptacle, and replace liner
- Re-stock and clean bathrooms
- Clean and disinfect all kitchen counter tops, tables and sinks
- Refill all kitchen dispensers (paper towels, hand soap)
- Clean any spills
- Sweep and damp mop kitchen, bathroom and lobby floors using a germicidal disinfectant cleaner as needed

**COMMUNICATION SERVICES**

- The contractor shall maintain an up to date list of telephone numbers, a business office number, emergency contact number, and cell phone number. The contractor (or responsible management official of the firm) shall respond **within one (1) hour** after contact from the Project Manager or facility staff.

**BUILDING SECURITY LOG**

- All persons entering the facility representing the contractor shall individually sign in and out on the monthly log sheet each time they enter and exit the facility. This includes owners, supervisors, employees and any others working with the contractors. The log sheet will be located at a place agreeable to the contractor and the Project Manager.
- The facility has keycard access, the contractor's employees shall be issued "entry fobs" and they shall individually swipe in upon arrival.
- The contractor shall within twenty-four (24) hours after termination of an employee, inform the Project Manager in writing that employee has been terminated. The contractor shall collect all KEYS and/or ACCESS KEYCARDS upon termination of an employee and return them to the Project Manager.
- When the contractor hires a new employee, the contractor will meet the new employee at the facility. The new employee is to be instructed as to what the contract provisions are and is to be given a list of those provisions.

### **COMPLAINT PROCEDURES**

- The contractor shall investigate all complaints, both major and minor. Any complaint or special requests for additional services which cannot be corrected or supplied during the same working day or which is considered unreasonable or which cannot be dealt with for reasons beyond the contractor's control shall be specifically reported to the Project Manager.
- Failure of the contractor to correct complaints written in notes, courtesy letters, inspections, or warning letters in a timely manner, to the satisfaction of the contracting agency shall be considered unsatisfactory service.

### **RESTRICTED AREAS**

- Any area(s) designated as "restricted" will remain so, unless otherwise changed by the City. Contractor's employees will be accompanied by a staff member when cleaning is required in any of these areas. The City may deem as it becomes necessary any area(s) restrictive or non-restrictive without notification to the awarding contractor.

### **WORK TIME DESIGNATION**

- A. **After each Event shall mean after each rental held at the Armory.** Specific dates are to be determined by the Department designee.
- B. **Weekly** shall mean one (1) day per week as determined by the Department designee. Work will be completed in conjunction with other work required after a scheduled event and at approximately seven (7) day intervals.
- C. **Monthly** shall mean **once per calendar month**, at least three weeks apart, to be determined by the Department designee. Work will be completed in conjunction with other work required after a scheduled event and at approximately 30 day intervals.

- D. **As Needed** shall mean at such times as to be deemed necessary by the contractor and the Department designee. Work will be completed in conjunction with other work required after a scheduled event.
- E. **Quarterly** shall mean four times per year at approximately three (3) month intervals. Specific dates are to be determined by the Department designee.
- F. **Bi-Monthly** shall mean a minimum of twice per calendar month.at approximately two (2) week intervals. Specific dates are to be determined by the Department designee.
- G. **Bi-Annually** shall mean a minimum of twice per calendar year with first work to be performed within the first quarter of the contract and at approximately 6 month intervals.
- H. **Annually** shall mean once per calendar year.

## **DEFINITIONS**

These requirements are given as a general guideline to establish a minimum quality of service for each cleaning activity to be provided. The cleaning task frequencies defines the level of service required for this facility.

### **A. GENERAL CLEANING**

**Pick-up trash:** Bag and place in dumpsters, leaving area neat and free of trash. Do not remove items that are not trash; leave items that are placed purposefully (such as books, manuals, card board boxes not labeled as trash, etc.) where they are found.

**Empty Trash Receptacles:** Empty and return to their appropriate location all waste baskets, trash cans and other trash containers. Remove all collected trash to the designated receptacle in such a manner as to prevent the adjacent area from becoming littered or stained by such trash. Replace all obviously soiled or torn liners with a new trash liner. Use damp cloths, and detergent solution or cream cleanser and scrub pads to remove non-permanent stains and soil from the interior and exterior of all trash containers.

### **B. HARD SURFACE FLOORS**

**Sweep:** Using soft hair brooms sprayed with an oil-free sweeping compound. Sweeping shall leave the surfaces uniformly clean of all dust and surface dirt including corners and places inaccessible to the broom. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to allow removal by sweeping.

**Dry Dust Mop:** Using floor mops treated with a non-oily floor mop dressing. Dust mopping shall leave the surface uniformly clean of all dust and surface dirt including corners and places inaccessible to the mop. Use a putty knife to remove gum, tar and other sticky substances from the floor prior to dust mopping. Dust mops should always be kept clean to insure proper cleaning. Use vacuum cleaner on other areas such as corners and hard-to-reach areas. Use brooms on rough, unsealed concrete, or other floors where dust mopping is not effective.

**Damp Mop:** Using a clean mop and clean water or neutral detergent. Dust mop the floor immediately prior to damp mopping to remove loose dirt and dust. Damp mopping shall leave the floor clean and free from streaks, stains and film. Scrub heavily soiled areas as

needed with mop or other scrubbing equipment and strong cleaning solution to remove all heavy soil, stains, and traffic marks. There shall be no splashes left on walls, baseboards, furniture, and other adjacent surfaces. A high gloss will be maintained. If a strong cleaning solution is used, the floor shall be rinsed with clean water. Cleaning solution should be strong enough to remove soil, but not floor finish. Damp mop shall mean the mopping of uncarpeted floors with a chemically/germicidal treated mop.

**Machine Scrub Non-carpeted Floors:** Scrub floor using an electrically powered floor machine with a scrubbing brush or grout cleaning machines and detergent or degreaser solution to remove soil and stains from floor surfaces such as concrete, brick or pavers, grouted tile and other such uneven or rough floors. Use hand brushes in areas inaccessible to floor machines. Use a wet/dry tank vacuum to pick up the scrubbing solution and wet mops, buckets and wringers in areas inaccessible to a tank vacuum. Rinse the floor with clean water after picking up the scrubbing solution with the tank vacuum. Remove all splash marks from baseboards furniture and other such surfaces.

**Spray Buff and Burnish:** Dust-mop and damp-mop the floor surface in preparation for spray buffing. Use single-disc floor machines, buffing pads, and spray bottles with spray buffing solution to restore a uniform gloss and protective finish to resilient tile or terrazzo floors which are finished with floor finish. The spray buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. Dust mop the floor surface after spray buffing. After spray buffing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. Remove all spray buff solution from baseboards, furniture, trash receptacles, appliances, etc.

**Strip and Refinish** (vinyl tile/terrazzo floors): Remove all old floor finish and stubborn soils and stains using an automatic scrubber or other equipment and liquid stripping solution. Strip areas in corners at baseboards, and other areas inaccessible to equipment by hand or other methods as necessary. The floor shall be left clean, dry, free of stripping solution, old finish and ready for new finish. Floor finish shall be applied evenly, and shall cover the entire floor surface.

**NOTE:**

**When floor cleaning activity is being done during periods subject to heavy (foot) traffic, such cleaning will be accomplished in sections to allow for a traffic lane. In addition, appropriate signage (such as a wet floor) will be placed in visible area where cleaning is being done.**

**C. CARPETED FLOORS**

**Vacuum:** Using an upright vacuum that incorporates brushing or beating action. Carpet shall be left clean of all dust, and loose and imbedded dirt for their full depth. If necessary, spot clean using a dry cleaner or spot remover to leave the carpet clean of spots and stains. Areas not accessible with beating type vacuum cleaner will be cleaned with wand attachment or portable vacuum. Carpet must be kept free of dirt, dust and stains. Carpet pile must not be allowed to become flat or matted.

**Carpet Cleaning and Shampooing:** Using a hot extraction method safe for all carpets, and quick-drying. Immediately before cleaning vacuum, spot clean and pre-treat heavily soiled areas. Moveable furniture (not including desks, large tables, file cabinets, credenzas and

shelving units) shall be moved before cleaning and shall be moved back into place after the carpet is cleaned, placing all furniture on moisture barriers if carpet is damp. Spin bonnet carpet if it is not heavily soiled.

#### **D. WALLS**

**Dust:** Dust walls, moldings, door frames, and tops of doors using a clean cloth treated with a non-oily dressing to leave surfaces free of dust, loose dirt, and webs.

**Spot Clean:** Using a clean cloth or sponge and neutral detergent solution to leave walls free of marks, stains and streaks.

**Scrub and Disinfect:** Scrub and disinfect walls, including switch plates and hardware, and vertical grills and louvers, using a clean cloth or sponge and germicidal cleaner leaving walls and surfaces completely clean, disinfected and free of streaks, stains, mildew, odor and film.

#### **E. FIXTURES AND FURNITURE**

**Clean and Disinfect Water Fountains:** Clean metal type fountains using a germicidal cleaner and polish sides of the fountain with a clean cloth, leaving the water fountain clean and free of streaks and film. Clean fountains using a germicidal cleaner and dry with clean cloth. Polish all bright metal faucets, chrome traps and enameled surfaces

**Dust Furniture:** Dusting includes window sills and conference room furniture using a cloth treated with non-oily dressing to remove all dust, loose dirt, and webs. Dust only those surfaces that are cleared of papers.

**Clean Furniture:** Damp wipe vinyl, plastic or leather conference room furniture, and vacuuming cloth furniture to remove all loose dirt, lint and dust. Use saddle soap to clean leather furniture or compatible cleaner.

**Dust Building Surfaces:** Using dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of ledges, heater convectors, window sills, fire extinguishers, counter tops, walls, door frames and sills, fixtures, rails, blinds, and other types of fixtures and surfaces. Accomplish dusting by the removal of soil from the area – not by moving it from one surface to another.

**Dust Blinds:** Using a cloth treated with a non-oily dressing to remove all dust, loose dirt and webs.

**Clean Vertical Grilles and Louvers:** Dust using finger duster or cloth treated with non-oily dressing, or vacuum to remove all dust, loose dirt, lint and webs. If necessary, clean with a clean cloth or sponge dampened with a neutral cleaner, wipe dry, and polish metal surfaces.

**Clean Ceiling Grilles and Louvers:** Dust using finger duster or cloth treated with non-oily dressing, or vacuum to remove all dust, loose dirt, lint, and webs. If necessary, clean with a clean cloth or sponge dampened with a neutral cleaner, wipe dry, and polish metal surfaces.

**Clean Rug Type Mats:** Clean interior and exterior rug type mats by vacuuming to leave mats clean of all loose dirt and soil.

**Scrub Rug Type Mats:** Scrub rug type mats with cleaning solution and scrubbing machine to leave the mat completely clean of embedded soil.

## **F. REST ROOM FIXTURES AND ACCESSORIES**

**Clean and Disinfect Toilet Fixtures:** Includes toilet bowls, urinals, sinks, etc., using a clean cloth, brush or sponge and a germicidal cleaner. (Do not use same cloth or sponge for toilet bowls and urinals for any other surfaces). Thoroughly scrub all surfaces, including outside of fixtures, leaving surfaces clean and disinfected, and free from streaks, stains, mildew, odor, mineral deposits and film. Wipe dry with a clean cloth after scrubbing. Use a plumbing plunger to unstop clogged toilets.

**Clean and Disinfect Toilet Accessories:** Includes dispensers, mirrors, partitions, etc., using a clean cloth or sponge dampened with a germicidal cleaner, leaving accessories clean and disinfected and free from streaks, stains, mildew, odor and film. Wipe all surfaces dry with a clean cloth and polish metal surfaces.

**De-scale Toilets and Urinals:** Using an acid-type bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc. from the insides of toilet bowls and urinals.

## **G. KITCHEN**

**Refill Dispensers:** Check and refill each paper towel and hand soap dispenser, that may become empty before the next scheduled cleaning. Place supplies in dispensers in accordance with the directions of the supplier and dispenser manufacturers. Wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

## **H. GLASS**

**Clean Door Glass:** Clean both sides and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects and foreign material shall be cleaned off all sashes, sills and jambs.

**Clean Interior Windows/Glass:** Clean and wipe dry leaving glass free of streaks and smudges. All dirt, grease, insects and foreign material shall be cleaned from sills.

## **I. EXTERIOR**

**Clean Building Entrance Areas:** Clean area outside building perimeter on concrete surfaces, removing trash, spider webs, leaves and other litter. Porch/ledge areas are to be cleaned to ensure that they are free of dirt, litter, spills, etc.

**Clean Exterior of Glass Entrance Areas:** Clean and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects and foreign material shall be cleaned.

## **J. WORK TIME DESIGNATION**

**After Events shall mean after each rental held at the Armory.** Specific dates are to be determined by the Department designee

**Weekly** shall mean one (1) day per week as determined by the Department designee. Work will be completed in conjunction with other work required after a scheduled event and at approximately seven (7) day intervals.

**Monthly** shall mean **once per calendar month**, at least three weeks apart, to be determined by the Department designee. Work will be completed in conjunction with other work required after a scheduled event and at approximately 30 day intervals.

**As Needed** shall mean at such times as to be deemed necessary by the contractor and the Department designee. Work will be completed in conjunction with other work required after a scheduled event.

**Quarterly** shall mean four times per year with first work to be performed within the first 60 days of the contract and at approximately three (3) month intervals thereafter. Specific dates are to be determined by the Department designee.

**Bi-Monthly** shall mean a minimum of twice per calendar month with first work to be performed within the first 30 days of the contract year and at approximately two (2) week intervals thereafter. Specific dates are to be determined by the Department designee.

**Bi-Annually** shall mean a minimum of twice per calendar year with first work to be performed within the first quarter of the contract and at approximately 6 month intervals thereafter.

**Annually** shall mean a minimum of once per calendar year with first work to be performed within the first quarter of the contract and at approximately the same month on an annual basis thereafter.

# **Attachment B**

## **Contract Pricing**

### **CLEANING AFTER EACH EVENT**

January 1, 2016 –December 31, 2018 **\$115.00 per event**

### **ITEMS PERFORMED MONTHLY**

January 1, 2016 –December 31, 2018 **\$650.00 per month**

### **ITEMS TO BE PERFORMED QUARTERLY**

January 1, 2016 –December 31, 2018 **\$550.00 per quarter**

### **ANNUAL BALLROOM FLOOR AND CARPET MAINTENANCE**

January 1, 2016 –December 31, 2018 **\$125.00 per year**

### **REFRESH & RESTOCK SERVICE**

January 1, 2016 –December 31, 2018 **\$35.00 per refresh**



## CITY OF DURHAM, NORTH CAROLINA SERVICE PROPOSAL FORM

It is understood that the Owner reserves the right to reject any or all bids, or to award the Contract to the low, responsive, responsible Bidder taking into consideration quality, performance and time specified in the bid.

On being awarded a Service Contract, the undersigned will execute a Contract for the Service of the work described in conformity with the Contract Documents in the form hereto attached.

The undersigned agrees, that if awarded the Contract, he/she will commence work not later than the date set by the Owner in the contract.

Bidder agrees to furnish all labor, materials, supplies, tools, equipment, fees, and services and to do all things necessary to perform the work described in the Scope of Work section and Contract Documents for this bid in the following unit and/or lump sum prices:

### SECTION I - UNIT PRICE FOR CLEANING AFTER EACH EVENT

January 1, 2016 - December 31, 2018 \$ 115.<sup>00</sup> / per event

### SECTION II - PRICE FOR ITEMS LISTED TO BE PERFORMED MONTHLY

January 1, 2016 - December 31, 2016 \$ 650.<sup>00</sup> /per month

### SECTION III - PRICE FOR ITEMS LISTED TO BE PERFORMED QUARTERLY

January 1, 2016 - December 31, 2018 \$ 550.<sup>00</sup> /per quarter

### SECTION IV - PRICE FOR ANNUAL BALLROOM FLOOR AND CARPET MAINTENANCE

January 1, 2016 - December 31, 2018 \$ 125.<sup>00</sup> /per year

### SECTION V - DURHAM ARMORY REFRESH & RESTOCK SERVICE

January 1, 2016 - December 31, 2018 \$ 35.<sup>00</sup> /per refresh

# CITY OF DURHAM, NORTH CAROLINA SERVICE PROPOSAL FORM

Requirement for Representation as to Accuracy and Completeness of Proposal: The contractor shall make the following representations in its Proposal, the falsity of which might result in rejection of Proposal: "The information contained in this proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City."

The contractor upon submitting their bid proposal must sign below stating that the authorized company representative has read the bid proposal and their company must comply understanding the bid proposal, scope of work and all the special conditions that have been listed in this bid proposal. Any compliance that is not adhered to will automatically make this bid non-responsive and will release the contractor (if awarded) from this contract.

James J. McKesson  
Authorized Signature/Company Representative

10-29-2015  
Date

If the above is not signed, company bid will be considered non-responsive.

## Non-collusion

This RFP constitutes and invitation to bid or propose. Include and sign the following with your proposal submittal:

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, JAMES J. McKESSON, affirm that I have not engaged in collusion with any City employee(s), other person, corporations, or firms relating to this bid, proposal, or quotation. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature James J. McKesson

# CITY OF DURHAM, NORTH CAROLINA SERVICE PROPOSAL FORM

## PROPOSED SUBCONTRACTORS:

1. Name: N / A  
Address: \_\_\_\_\_  
Telephone number \_\_\_\_\_  
State and License Number \_\_\_\_\_  
Type, extent, and dollar value of work to be performed: \_\_\_\_\_  
\_\_\_\_\_

2. Name: N / A  
Address: \_\_\_\_\_  
Telephone number \_\_\_\_\_  
State and License Number \_\_\_\_\_  
Type, extent, and dollar value of work to be performed: \_\_\_\_\_  
\_\_\_\_\_

The Contractor agrees to execute a contract in the form of the agreement attached to the Bid Proposal.

The undersigned hereby designates as his/her office to which such notice of acceptance may be mailed, faxed, telegraphed, or delivered:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

It is understood that the Owner reserves the right to reject any or all bids, to waive any and all informalities and to accept the Bid most favorable to the City of Durham.

9 years

# CITY OF DURHAM, NORTH CAROLINA SERVICE PROPOSAL FORM

Provide reference names and phone numbers for similar projects your firm has completed.

References listed must be for buildings/facilities of comparable square footage. List three (3) references for janitorial/cleaning services that your company has been performing during the time period of

January 1, 2014 through September 30, 2015.

1 - Company Name CARTERET COUNTY

Address 302 COURTHOUSE SQUARE BEAUFORT NC 28516

Phone Number 910-297-3897  
252-728-8405 x 8014

Contact Person CHRIS TURNER Fax Number 252-728-5845  
chris.turner@carteretcounty.nc.gov

Contract Period 2010 - PRESENT

2 - Company Name LENOIR COUNTY

Address 130 SOUTH QUEENS ST. PO BOX 3289

KINSTON NC 28502 Phone Number 252-521-9561  
252-559-6452

Contact Person MIKE WIGGINS Fax Number 252-560-4654  
mwiggins@co.lenoir.nc.us

Contract Period 2004 - PRESENT

3 - Company Name GUILFORD COUNTY  
Address 201 SOUTH EDGEWORTH STREET  
GREENSBORO NC 27411 Phone Number 336-641-5324  
Contact Person SGT. MICHAEL DOUB Fax Number N/A  
Contract Period NOV 2014 - PRESENT

The Contractor must have a person or persons available during normal daylight working hours to address any problems or complaints. Please provide the following information:

Name JAMES McKESSON Title OPERATIONS MANAGER  
Pager Number N/A Office Number 336-<sup>322</sup>~~621~~-1836  
Cellular Number 919-525-4428 Fax Number 336-322-1836

Name JERONIMO DOMINGUEZ Title SUPERVISOR  
Pager Number N/A Office Number N/A  
Cellular Number 252-258-1757 Fax Number N/A

## 6.02 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section Seven (7).

## **SECTION SEVEN - EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

### **7.01**

#### **Experience and Qualifications—15%**

Proposals will be evaluated against the questions set out below.

*Questions regarding the personnel.*

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] How extensive is the applicable education and experience of the personnel designated to work on the project.
- [c] How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

*Questions regarding the firm:*

- [d] How successful is the general history of the firm regarding timely and successful completion of projects?
- [e] Has the firm provided letters of reference from previous clients?
- [f] How reasonable are the firm's cost estimates?
- [g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

### **7.02**

#### **Contract Cost—85%**

The lowest cost proposal will receive the maximum number of points allocated to cost. Committee will determine the point allocations for cost on the other proposals.

## SECTION EIGHT - ATTACHMENTS

### 8.01 SAMPLE EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name

Name of PEC Member

Date of Review

RFP Number

**EVALUATION CRITERIA AND SCORING**  
**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

#### ***Experience and Qualifications—15%***

- Maximum Point Value for this Section -- 15 Points  
*100 Points x 15% = 15 Points*

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

*[a] How much experience on similar projects does the individuals assigned to the project has?*

*[b] How extensive is the applicable education and experience of the personnel designated to work on the project.*

*[c] How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?*

Questions regarding the firm.

*[d] How successful is the general history of the firm regarding timely and successful completion of projects?*

*[e] Has the firm provided letters of reference from previous clients?*

*[f] How reasonable are the firm's cost estimates?*

*[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?*

**EVALUATOR'S POINT TOTAL FOR EXPERIENCE** \_\_\_\_\_

**Contract Cost —85%**

- Maximum Point Value for this Section -- 85 Points  
*100 Points x 85% = 85 Points*

Overall, a minimum of 85% of the total evaluation points will be assigned to cost.

**CONVERTING COST TO POINTS**

The lowest cost proposal will receive the maximum number of points allocated to cost.

**EVALUATOR'S POINT TOTAL FOR COST** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS**  
\_\_\_\_\_

CONTRACT FOR *[descriptive title to be inserted]*

This contract is dated, made, and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Durham ("City") and *[name of firm]* ("Contractor"), *[Indicate type of entity, for instance: a corporation organized and existing under the laws of [name of State]; a limited liability company organized and existing under the laws of [name of State]; a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized under the laws of [name of State]; a sole proprietorship; or a general partnership].*

Sec. 1. Background and Purpose. *[Several sentences are usually enough.]*

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall *[state the services to be provided and the schedule for those services.]* In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. *[City staff - Add any special requirements or detail needed in the invoices.]* Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: *[City staff - Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.]* The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8<sup>th</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. [City staff – to be filled in. Consult Risk Management.]

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section \_\_\_\_ [City staff – That blank will usually be Section 2 but it depends on where you insert the schedule of the Contractor's performance] above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract: [If none, write "None." Try to put your requirements, etc. into Section 2 and Section 3 of this contract, or in other appropriate places in this contract, instead of in exhibits. Unless what you want to say is really long, don't use an exhibit. It's easier to keep track of text that is in the middle of the contract and even makes it easier to number the pages.]

Exhibit A [Insert title of exhibit] containing [insert number] page(s).

Exhibit B [Insert title of exhibit] containing [insert number] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

[Insert name and department]

City of Durham

101 City Hall Plaza

Durham, NC 27701

The fax number is (919)\_\_\_\_\_.

Email:

To the Contractor:

[Insert name and address]

The fax number is \_\_\_\_\_.

Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a

building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO

provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

Attest: (Business Name)

\_\_\_\_\_  
Secretary  
(Affix Corporate Seal)

\_\_\_\_\_  
(Business Representative name)  
( Title)

Attest: CITY OF DURHAM

\_\_\_\_\_  
City Clerk

Pre Audit Certificate

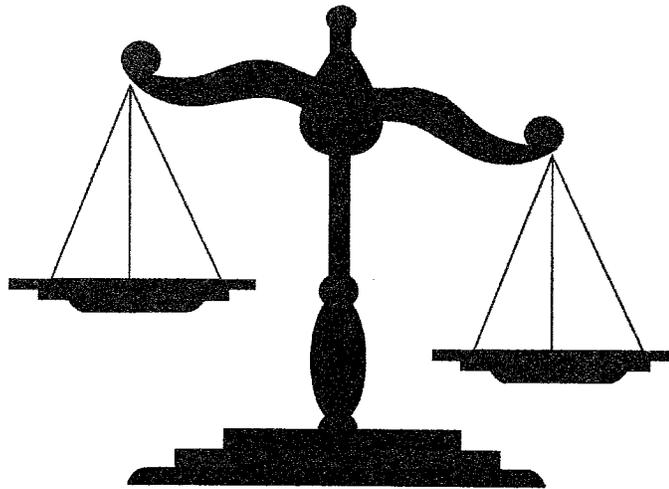
**8.03**  
**Equal Business Opportunity Ordinance**



**CITY OF DURHAM**  
**SMALL DISADVANTAGED BUSINESS**  
**ENTERPRISE PROGRAM**

**PROCUREMENT FORMS**

Revised 06/08



**Mailing Address:**

**101 City Hall Plaza**  
**Durham, North Carolina 27701**  
**Phone: 919-560-4180**  
**Facsimile: 919-560-4513**

**Street Address:**

**101 City Hal Plaza (Annex)**  
**Durham, North Carolina 27701**

The Department of Equal Opportunity/Equity Assurance  
*Good Things Are Happening In Durham*

**Small Disadvantaged Business Enterprise Ordinance  
SDBE Procurement Documentation**

**If applicable information is not submitted with your bid, your bid will be deemed non-responsive.**

**Declaration of Performance** must be completed and submitted with your bid.

**Managerial Profile** must be used to list the managerial persons in your work force who will be participating in this project.

**Equal Employment Opportunity Statement** for your company must be completed and submitted with your bid.

**Employee Breakdown** must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

**COMPLETE THIS FORM  
DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR**

**Briefly address each of the following items:**

1. A brief synopsis of the company and the products/services it provides:

A & B CLEANING SERVICE INC HAS OVER 20 YEARS JANITORIAL SERVICE EXPERIENCE - SERVICES INCLUDE COMMERCIAL, RESIDENTIAL UNIVERSITIES - SERVICES - FLOOR REST / WINDOW CLEANING / CARPET CLEANING DAYPORTER SERVICES

2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:

TAKE AN INITIAL ASSESSMENT OF THE FACILITY TO DETERMINE ITS NEEDS / SERVICES TO BE PROVIDED - DETERMINE A COST BASED ON THE ASSESSMENT -

3. List anyone outside of your company with whom you will contract on this bid: N/A

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.

10-29-2015

Date

  
Authorized Signature

**COMPLETE THIS FORM**  
**Managerial Profile**

Name of Firm: A & B CLEANING SERVICE INC  
 Contact person: MARVIN MCKESSON  
 Title: PRESIDENT  
 Address: 610 B LYNNDALE COURT GREENVILLE NC 27858  
 Telephone No.: 252-258-4649  
 Date: 10-29-2015

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition\* of the City of Durham's Minority and Women Business Enterprises Ordinance.

**Managerial Employees**

<u>NAME</u>	<u>POSITION</u>	<u>MINORITY/WOMAN</u> (YES/NO)
<u>MARVIN MCKESSON</u>	<u>PRESIDENT</u>	<u>YES</u>
<u>LITITIA MCKESSON</u>	<u>VP</u>	<u>YES</u>
<u>JAMES MCKESSON</u>	<u>OPERATIONS MANAGER</u>	<u>YES</u>

\*"Minority" means an individual who is a citizen or lawful permanent resident of the United States and who is a "Black American", a person having origins in any of the Black racial groups of Africa. On building contracts, construction over \$100,000.00 or federally funded projects, the federal and/or state definitions apply.

## **EQUAL OPPORTUNITY STATEMENT**

### **POLICY:**

A&B Cleaning Service Inc. believes that hiring qualified individuals to fill positions contributes to the overall strategic success of the Company. Each employee, while employed, is hired to make significant contributions to A&B Cleaning Service Inc. In hiring the most qualified candidates for positions, the following hiring process is applicable.

### **EQUAL OPPORTUNITY**

It is A&B Cleaning Service Inc. policy to recruit and employ the best-qualified personnel and provide equal opportunity without regard to race, religion, color, sex, sexual orientation, national origin, age, marital status, veteran status, or non-job function related disability in all matters related to employment and to treatment on the job.

A&B Cleaning Service Inc. will comply with the requirements of any non-discrimination statutes, which may apply.

Each employee of will be treated on an equal basis with all other employees in accordance with applicable local, state, and federal laws. This policy applies to every phase of the employment relationship, including recruitment, hiring, promotion, demotion, transfer, discipline, lay-off, termination, rates of pay, and other benefits.

### **PROCEDURE:**

#### **Internal Transfers**

Employees who have been in their current position for at least one year may apply for internal job openings. This may be waived with the consent of the employee's manager and Human Resources. Employees must complete the "Internal Job Opening Request Form". The form should be completed and turned into Human Resources within the first week the job is posted. All applicants for a posted vacancy will be considered on the basis of their qualifications and ability to perform the job successfully. Internal candidates who are not selected will be notified by Human Resources. Once transferred to a new position, employees will enter into a new introductory period for the new position.

#### **Recruitment Advertising**

Positions are advertised externally based upon need and budget requirements. Human Resources' is responsible for placing all recruitment advertising.

#### **Interview Process**

Human Resources or the hiring manager will screen applications and/or resumes prior to scheduling interviews. Initial interviews are generally conducted by Human Resources by telephone. Candidates will receive a confirmation e mail from Human Resource with the date and time of the scheduled interview. The candidate will be given contact information should there be an extenuating circumstance and the candidate is unable to keep the scheduled interview time. If the candidate misses the scheduled interview, a voice mail and/or e mail message will be left for the candidate as a follow up. It is the candidate's responsibility to contact Human Resources to reschedule a missed interview. Candidates who miss an interview will be considered no longer interested unless they contact Human Resources

within 24 hours to reschedule. Human Resources will inform the hiring manager of the candidate's appropriateness for additional interviews. Department Managers will schedule face to face interviews with selected candidates. Team interviews may be conducted as needed for some positions. If a team interview is conducted, a structured interview process is recommended. Interview questions should be compiled by the interviewing team. After the team completes the interview process, the results of the interview should be forwarded to the hiring manager/supervisor for review. The hiring manager or supervisor has ultimate responsibility for making a hiring decision.

All applications and resumes of applicants not selected will be forwarded to Human Resources for appropriate retention. Human Resources will notify applicants who are not selected about the closing of the positions.

### **Employment Offers**

Once a decision has been made regarding interest in hiring an applicant a verbal offer will be made contingent upon satisfactory completion of reference checks and criminal background checks by Human Resources. Human Resources will make all job offers to ensure consistency and the contingent nature of the offer. If the candidate accepts the verbal offer, Human Resources will immediately send an offer letter and new hire packet to the candidate. The packet and offer letter will be sent by Human Resources by overnight mail within 24 hours of the candidate acceptance of the verbal offer.

### **Reference Checks**

Human Resources will check references for all candidates. All candidates must provide a minimum of 3 business references and 3 personal references.

### **Criminal and Financial Background Checks**

Human Resources will contact final candidates to complete a pre-employment Criminal and Financial background check. Candidates will be given a maximum of 5 days to complete the authorization form and return it to Human Resources for processing. Candidates will fax or e mail a copy of the completed authorization form to Human Resources within 5 days to authorize the Criminal and Financial Background process. As required by California law, candidates who fail to meet the Company standards for Criminal and financial background will be notified by Human Resources and will be provided with copies of the reports received and instructions on how to protest the findings. If a candidate does not meet the Company standards for Criminal and Financial background, Human Resources will notify the hiring manager/supervisor that the candidate is not eligible for employment.

### **Drug Testing**

Human Resources will contact final candidates to complete a pre-employment drug screen. Candidates will be given a maximum of 5 days to complete the drug screen. Candidates will fax or e mail a copy of the drug screen receipt received from the testing facility or e mail the drug screen tracking numbers to Human Resources within 5 days to confirm the drug screen has been completed.

### **Job Offers**

Once Human Resources receives satisfactory results from the reference checks, criminal background check and the drug screen, Human Resources or the hiring manager/supervisor will notify the candidate and confirm the initial offer and start date.

### **Initial Start Date**

On the initial start date, employees will complete required paperwork with the hiring manager. Candidates who are not able to provide completed forms and documents required for employment will not be allowed to begin work. Employees must complete the necessary paperwork at the location of the new position. Supervisors will complete the "New Hire Checklist" with new employees and go through the policy and procedures. All documents should be returned to Human Resources as well as original completed application form, Form I-9 with a copy of supporting I-9 forms, Federal and state tax forms, sign off sheets for policy and procedures and any certifications and licensure information on the date of hire. If documents are not received within 3 business days, Human Resource will notify the hiring manager. If the employee has failed to provide appropriate documentation with 3 business days, the employee will be suspended, without pay, for an additional 5 business days. If the employee is unable to provide the appropriate documentation at the end of the additional 5 business days, the employee will be discharged.

### **Orientation & Sexual Harassment Training**

Each new hire will be scheduled to attend one of the regional Orientation classes to review company policy and procedure, complete benefit paperwork and complete the 1-hour sexual harassment policy training within 90 days of hire.

In addition, all new employees with supervisory responsibilities will be required to attend a Supervisory Sexual Harassment Training class within 6 months of their date of hire.

A listing of all orientation and sexual harassment training classes is posted on the company Intranet site under the Human Resource tab.

### **Performance Evaluations**

Each new employee is given a 90 introductory period to determine 1) if the employee made the right choice in accepting our job offer and 2) if the company made the right choice in making the job offer to the candidate. Managers/Supervisors must complete a Performance Evaluation on all candidates within the 90 day period and make a determination of the candidates continued employment. If the manager/supervisor determines the candidate is not meeting expectations, the manager/supervisor must contact Human Resources to determine the final date of employment and to initiate the final pay check process. Original performance evaluations are to be signed by both the manager/supervisor and the candidate and returned to Human Resource for the employee file.

In addition to the 90 day performance evaluation, all employees are to receive a written performance evaluation a least annually. Performance evaluations DO NOT necessarily indicate a salary increase. If a salary increase is proposed, a status change form must be completed by the supervisor/manager.

**COMPLETE THIS FORM**

**EQUAL OPPORTUNITY STATEMENT**

**INSERT STATEMENT**

**COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM**

**EMPLOYEE BREAKDOWN**

**Part A – Employee Statistics for the Primary Location**

Employment Category	M-----a-----l-----e-----s						F-----e-----m-----a-----l-----e-----s						
	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger	2	2			1	1							
Professional	2	1	1		1					1			
Labor	1		1								1		
Clerical	1		1							1			
Totals	57												

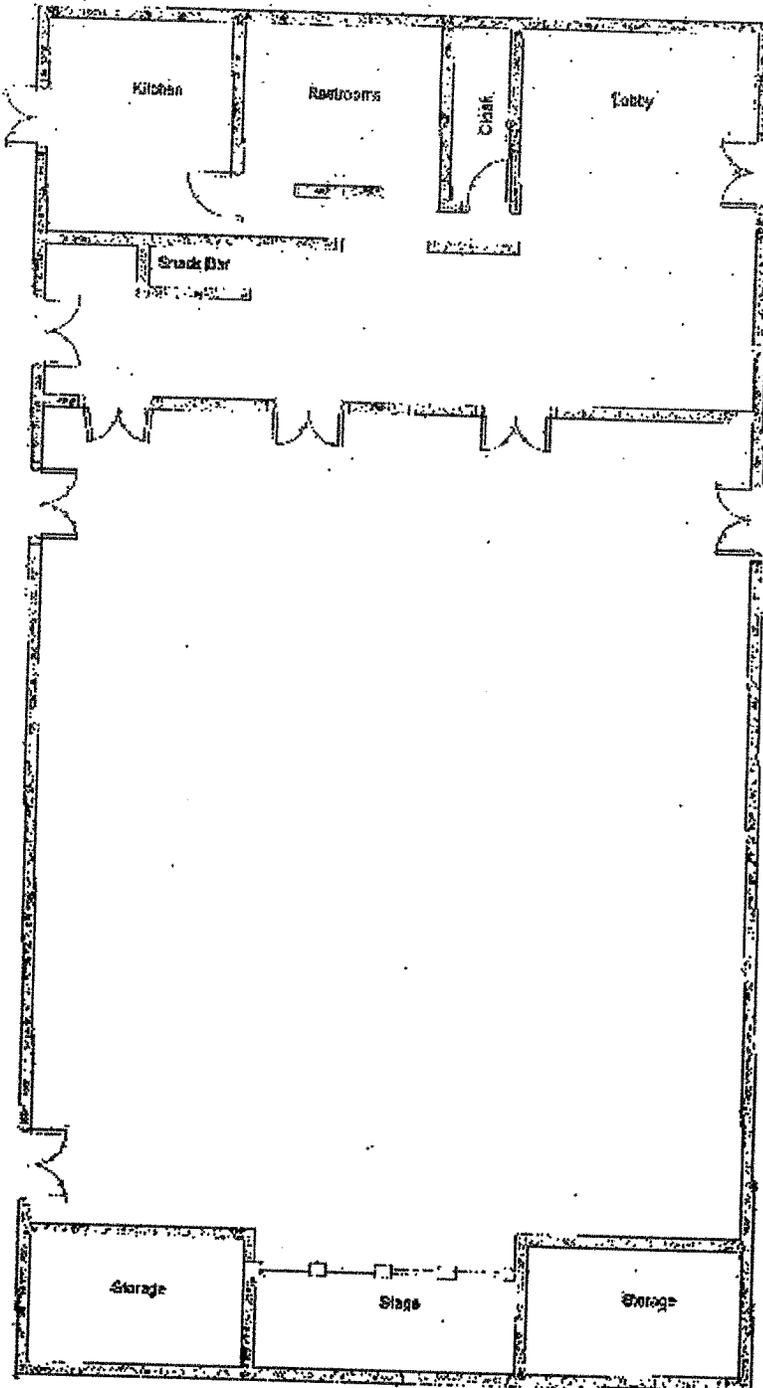
6 (8)

**Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)**

Employment Category	M-----a-----l-----e-----s						F-----e-----m-----a-----l-----e-----s						
	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Armory Set-up Sheet

First Floor  
80 ft. X 105 ft.  
Auditorium/Ballroom  
Capacity 565



## CONTRACT QUALIFICATIONS/HISTORY

A&B Cleaning Service Inc. has provided quality janitorial service for over 20 years. Through customer and employee feedback, corporate adaptation to new technology/ procedures and utilization of our customer service driven management team; A&B Cleaning Service Inc. has identified ways to customize cleaning services to the specifications of each customer and still maintain the best value for your cleaning investment.

A&B Cleaning Service Inc.

- **Employee 170 employees**
- **Incorporated in North Carolina**
- **Licensed in states: Maryland, North Carolina, South Carolina and Virginia**
- **Corporate office located in Greenville, NC—Direct point of Contact Marvin McKesson  
252-752-7222 (O) 252-364-8703 (F)—EMAIL: aandbcleaning113@msn.com**
- **Secondary office in Monroe, NC**
- **DUNS#102196701**

At A&B Cleaning Service Inc., we take pride in developing and maintaining lasting relationships with business partners like you. Our staff brings a wealth of proven experience and management in operating facility support and custodial contracts.

We are certified by the State of North Carolina and also certified as a minority-owned and operated business. We distinguish ourselves with an exceptional combination of Industry expertise and knowledge, gained through many years of experience. Our cleaning ability has created a winning combination of outstanding and completely guaranteed facility maintenance services.

A&B Cleaning Service Inc. has provided complete and professional janitorial services to approximately 3.0 million square feet of commercial and government office space. Our customer base includes commercial property managers, professional, manufacturing and industrial facilities, medical office buildings, retail stores, academic institutions as well as federal, state, county and city facilities.

A&B Cleaning Service has recently been awarded:

LISA 962-0085  
Cindy Lloyd 962-065

- **Recently awarded contract to perform Industrial Cleaning at the Cogeneration Systems at the University of North Carolina at Chapel Hill** ~~962-6586 (NANCY)~~
- **Recently awarded contract to provide janitorial services for the County of Powhatan and Department of Public Works—58,000 cleanable square feet**
- **Recently awarded contract to perform services for 50+ county facilities located in Beaufort County, South Carolina totaling over 518,000 cleanable square feet per night.**
- **Recently awarded contract to perform services for Albemarle County Court House located in Charlottesville, Virginia. Scheduled to begin May 2014.**
- **Contract (one of four vendors) to provide janitorial services in vacant units for the Portsmouth Redevelopment and Housing Authority located in Portsmouth Virginia. Scheduled work to begin in fiscal 2013.**

- 20 year contract starting in October 1<sup>st</sup> 2013 to provide services for the 160,000 square foot VA Medical Facility located in Greenville, NC. A&B Cleaning Service will serve as the Property Manager in charge of services such as janitorial, grounds keeping and building maintenance.
- **Provide housekeeping/custodial services to maintain the Pitt Community College (PCC) facilities (600,000 square feet) located in Greenville, NC---start date July 1<sup>st</sup> 2013**
- Penco Products located in Hamilton, NC—17,000 square feet---start date September 1<sup>st</sup> 2013.
- **Awarded contract with City of Charlottesville to provide custodial services for various facilities totaling over 300,000 square feet---start date January 2014.**
- Awarded contract to in Roanoke, Virginia providing services to Blue Ridge Behavioral Health Care facilities totaling 160,000 cleanable square feet.
- Provided janitorial services at three (3) factories for Collen & Kachman for a period of six years until company went bankrupt.
- Currently provide janitorial services for fourteen (14) municipal buildings located in Carteret County that total 220,000 square feet.

Our corporate office located in Greenville, North Carolina is designed to support a wide range of administrative duties. Our home office is staffed to provide personnel and payroll administration, purchasing and logistics, technical research, contract administration and invoicing, regulatory compliance, quality control, safety guidance and research, environmental standards. A&B Cleaning Service Inc. endeavors to stay ahead of the trends, innovations, and standards that constantly evolve within the industry.

A&B Cleaning Service Inc. is an integrated part of every customer's organization - your goals become our goals. We provide cleaning services as a customer's representative. Due to our proactive approach; the facility will receive additional services as a result of our frequent quality inspections, and immediate response to your cleaning requests - creating satisfied employees.

CONTRACTOR NAME:	A&B CLEANING SERVICE INC.
COMPANY:	Lenoir County
ADDRESS:	130 South Queens St. PO Box 3289 Kinston, NC 28502
POINT OF CONTACT:	Mike Wiggins
PHONE NUMBER:	252-521-9561/252-559-6452
FAX NUMBER:	252-560-4654
EMAIL ADDRESS:	mwiggin@co.lenoir.nc.us

-500,000 SQUARE FEET

-6 County Municipal Buildings

- LENOIR COUNTY COURT HOUSE

#### HIGHLIGHTS

-EMPLOYEE SECURITY CLEARANCES

-CONTRACT RENEWED TO A&B CLEANING SERVICE FOR PAST EIGHT YEARS

Duties include thoroughly vacuuming all carpeted areas. Empty waste and recycling receptacles and remove to designated area. Thoroughly wet mop all non-carpeted areas to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. All lobby glass, including doors, revolving doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. Damp wipe using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then dry to provide polished appearance. Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Vacuum excess dust and dirt from air vents. Upon request A&B provides floor services such as strip and refinish, buffing and carpet extracting.

REFERENCES

CONTRACTOR NAME:	A&B CLEANING SERVICE INC.
COMPANY:	CARTERET COUNTY
ADDRESS:	302 COURT HOUSE SQUARE, BEAUFORT NC 28516
POINT OF CONTACT:	CHRIS TURNER
PHONE NUMBER:	910-297-3897/252-728-8405 x8014
FAX NUMBER:	252-728-5845
EMAIL ADDRESS:	chris.turner@carteretcountync.gov

A&B Cleaning Service provides janitorial services for fourteen (14) municipal buildings located in Carteret County that total 220,000 square feet. Contractor's responsibility is to provide a quality level of janitorial services required to maintain the facilities in such a manner as to provide a clean, healthy and safe work environment for faculty and occupants of the facilities.

Duties include thoroughly vacuuming all carpeted areas (move and vacuum under all easily movable objects, chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Empty waste and recycling receptacles and remove to designated area. Thoroughly wet mop all non-carpeted areas to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. All lobby glass, including doors, revolving doors and windows shall be spot cleaned inside and out. All handprints, smudges, and or soil are to be removed during the performance of this task. Damp wipe using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then dry to provide a polished appearance. Restrooms: clean all sinks, urinals (including bottom) faucets and spigots with approved cleanser. Thoroughly clean all walls, floors, doors (inside and out), partitions and handrails with proper approved chemicals and dilution. Rinse thoroughly as needed and wipe all areas with approved disinfectant solution and allow to air dry. Vacuum excess dust and dirt from all air vents. Clean all stainless steel with approved cleaner and clean cloth. Upon request provided floor services such as strip and refinish, buffing and carpet extraction.

## REFERENCES

CONTRACTOR NAME:	A&B CLEANING SERVICE INC.
COMPANY:	GUILFORD COUNTY
ADDRESS:	201 SOUTH EDGEWORTH STREET GREENSBORO NC 27411
POINT OF CONTACT:	SGT. MICHAEL DOUB
PHONE NUMBER:	336-641-5329
FAX NUMBER:	
EMAIL ADDRESS:	mdoub@co.guilford.nc.us

A&B Cleaning Service provides nightly floor care services at the Greensboro Detention Center located in Greensboro, North Carolina.

Approximate total square footage 15,661

Duties include:

Buffing of Tile Floors

Scrubbing and recoating of tile floors

Stripping and refinishing of tile floors

## QUALITY CONTROL PROGRAM

A&B Cleaning Service Inc. provides each customer with our customer driven Quality Control Program. It is the goal of our company to provide a management tool to maintain accountability and monitor progress. The Quality Control Program consists of personal on-site visits by A&B Cleaning Service supervisors to allow our management staffs the opportunity to inspect the site being serviced as well as discuss any concerns or questions. In addition, A&B Cleaning Service provides on-site correspondence log books/daily checklist to allow for communication with the on-site staff and janitorial supervisors confirming frequencies of work have been completed.

A&B Cleaning Service Inc. is committed to providing cutting edge service and our Quality Control Program allows us to control and monitor our progress as well as our customers' complete satisfaction.

A&B Cleaning Service's QCP (QUALITY CONTROL PROGRAM) consists of the following three core components:

- Quality Measurement
- Formal Employee Training
- Performance Evaluation

*Quality Measurement* – A&B Cleaning Service Inc. uses a “tiered” approach to measure quality. Various levels of inspections occur by different stakeholders to ensure our customers are receiving the best in customer care and service. The following approaches with different degrees of formality are employed.

*QCP begins with the employee* – During training, each employee goes through a step-by-step process of defining each task associated with their responsibility. The checklists used by the employees are the same checklists used by the other stakeholders responsible for quality assurance. Expectations are clearly understood and employees are instructed to check their work to ensure it is done to standard.

*On-Site Supervisor Inspections* – Informal daily/nightly inspections are performed by the On-Site Supervisor. On-Site Supervisors are responsible for inspecting each customer premise to ensure cleaning standards are being met. They are responsible for OTJ (ON THE JOB TRAINING) and remedial training.

*Quality Control Representative* – The QC Representative will be visiting and inspecting customer premises one time per month and will be providing a formal report of the inspection to the VP of Operations. The Quality Control Scorecard and inspection process is of vital importance because it:

- Identifies weaknesses in training, supervision, resources, or personnel.
- Is objective and unbiased (QC Representative reports directly to VP of Operations).

- Is used as the main tool for measuring performance and has a large weight on performance incentives.
- Is reviewed and discussed weekly on a Regional QC conference call attended by the Area Managers and hosted by the VP of Operations.
- Provides the feedback necessary to relay back to the On-Site Supervisors and crews for immediate corrective action

*Area Manager* – The Area Manager will be visiting (randomly and unannounced) each customer premise to ensure staff is working safely and effectively on a monthly basis. He/she will be touring and inspecting the work being done to ensure service delivery is meeting or exceeding customer expectations.

*Corporate Training and Safety Officer* – The Corporate Training and Safety Officer conducts quarterly on-site inspections to ensure safety and cleaning processes are followed. Each location will go through a series of inspections to include observing floor crews and janitors (as they perform their daily duties). These quarterly inspection reports are delivered to the VP of Operations and reviewed as a team with the Area Managers and On-Site Supervisors. Consistency is the overall goal.

A&B Cleaning Service's "tiered" approach to customer site inspections has proven effective because it has the right amount of checks and balances in place to ensure we are both working safely and effectively. The system separates production (service delivery) from quality and allows for objective evaluation and control. It also provides a feedback mechanism in the quality control scorecard that allows management to address issues and concerns in a timely manner.

*Performance Evaluation* – The Quality Control Scorecard is the main tool used for quality measurements. Each location serviced is tracked on a Monthly QC Report to ensure a positive trend and consistency. The primary feedback medium is the weekly performance evaluation meeting where management teams (QC, Supervisors, and Managers) meet with the VP of Operations to review and discuss progress on each account (based on quality control scorecards and other relevant key indicators). As previously mentioned, any weaknesses in training, supervision, resources, or personnel are quickly escalated and resolved before they become problematic.

Examples of relevant key indicators:

- Monthly Complaints/Reports
- On-Time Work Order Completion Rate
- Work Loss Cases
- Quarterly Safety Report

A&B Cleaning Service Inc. also supports weekly, bi-monthly, monthly, and/or quarterly performance evaluation calls with clients to review goals, issues, work orders, future initiatives, and current needs. Current financial needs and expectations of the client will be addressed at this

time. Our Managers and Account Representatives are dedicated to providing the best in customer care

Our Quality Control Program is the #1 way to ensure your facility continues to look great and remain clean each and every day. We provide a Quality Control Program for all of our facilities, and through on-site inspections of your facility, regular visits with our site contact, and a proactive approach to issues before they arise; we are able to eliminate janitorial concerns.

## QUALITY SERVICE ACTION PLAN

**DEAR CUSTOMER,  
WE PROMISE FROM CUSTODIAL SERVICES SERVICE AND PERFORMANCE  
DELIVERED WITH PRIDE.**

**P – Professional & Safe Service  
R – Respectful & Courteous to All  
I – Integrity  
D – Dependable  
E – Educated in Our Field**

### OUR CUSTOMERS

The faculty, patrons who use the facilities we maintain and service.

### OUR CUSTOMER'S EXPECTATIONS

In our performance: clean buildings, cost-effective and quality service, efficient and consistent performance, competent and knowledge in our field.

In our behavior: friendly, courteous, respectful, cooperative, flexible, trustworthy, empathetic, professional, neat in appearance, proud of our work.

### OUR QUALITY SERVICE STANDARDS

#### SAFE ENVIRONMENT

1. Provide on-going training.
  - Perform monthly training in accordance with the annual custodial training plan
2. Maintain secure facilities.
  - Follow lock/unlock schedule and do not grant unauthorized access to secure locations.
3. Review building emergency evacuation plan.
  - Supervisor and crew review emergency evacuation plan for each building semi-annually.
4. Work safely.
  - Keep a clean and organized work and break area, use recommended PPE, use wet floor signs, and ensure MSDS are posted at designated locations in each building.
5. Report problems that affect safety and security.
  - Take the appropriate action; report safety and security maintenance problems; contact your supervisor, Area Services office, Work Control Center, police, or facility contacts as appropriate to resolve.

#### SERVICE ATTITUDE

1. Always behave in a professional and positive manner.
  - Greet customers with a smile and treat others with respect.
2. Maintain a professional appearance.
  - Maintain good hygiene, follow the dress code, and visibly display the proper ID badge.
3. Understand the customer's needs and expectations.

- Listen to the customer; take the initiative to resolve their concerns and issues in a timely manner.

4. Respect people and their work areas.

- Treat others and their property like you would want to be treated.

5. Be accountable and responsible for your work.

- Perform work that meets expected standards of performance and produce quality work that you would put your name on.

## **STEWARDSHIP**

1. Manage funds and resources responsibly.
  - Maintain supply inventories
2. Protect the facilities physical assets.
  - Report building problems as soon as detected, control emergency situations.
3. Be an environmental steward.
  - Carry out initiatives of Green Cleaning Program
  - Close open windows, turn off lights, report water leaks.
4. Be a knowledgeable steward.
  - Utilize, process and provide funding to execute training priorities.
5. Be a responsible steward.
  - Manage equipment and supply inventories; monitor and discuss on a regular basis.

## **EASE OF SERVICE**

1. Remain flexible to meet customer needs.
  - Plan your work; be prepared for emergencies and special events.
2. Keep equipment in good working order.
  - Service equipment as scheduled and report noted problems.
3. Ensure supplies available to perform work.
  - Keep janitor closets appropriately stocked with supplies.
4. Understand and follow up on customer requests.
  - Confirm your understanding of the request; take action to ensure proper follow up.
5. Be available to our customers.
  - Schedule work activities to meet customer needs.

## **EFFICIENCY**

1. Have a work plan.
  - Utilize and follow work schedules, team cleaning plans, and floor care guidelines.
2. Listen to customer concerns.
  - Direct customer questions to best take care of their needs.
3. Use time effectively.
  - Plan work to make most effective use of time and coordinate jobs with customer schedules.
4. Utilize new technology and best practices.
  - Be open to new techniques and procedures that help you perform your duties as quickly and safely as possible while maintaining high quality.

**PLAN OF WORK---SCOPE OF WORK CHECKLIST**

ALL CLEANING TASK AND FREQUENCIES WILL BE INCORPORATED IN THE SCOPE OF WORK CHECK LIST PER THE SPECIFICATION OUTLINED "TECHNICAL PROVISIONS".

**SITE:**

**CLEANED BY:** \_\_\_\_\_ **WEEK STARTING:** \_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_ **DATE SIGNED:** \_\_\_\_\_

**ENTRANCE / RECEPTION / OFFICE AREAS**

Mon Tue Wed Thu Fri Sat Sun

- Remove rubbish and replace bin liners
- Vacuum all carpets and mats
- Vacuum all hard floors
- Vacuum under all cushions
- Dust all horizontal surfaces of desks, chairs, tables and other furniture
- Damp wipe all horizontal surfaces with disinfectant
- Mop all hard floors with disinfectant
- Remove cobwebs from front entry and immediate surrounding areas
- Remove fingerprints and marks from around light switches and door frames
- Clean automatic glass doors inside and out
- Spot clean all glass
- Polish all brass and bright work (including strip on entrance floor)
- Spot clean walls and painted surface
- Collect all rubbish, papers, bottles etc. from front entrance and between buildings
- Ensure all areas are clean & arranged in a tidy fashion prior to leaving

**TOILET & BATHROOM AREAS**

Mon Tue Wed Thu Fri Sat Sun

- Stock toilet tissue, hand towels, facial tissues and hand soap
- Empty rubbish bins and wipe if needed and replace bin liners as required
- Clean and polish mirrors
- Wipe hand towel cabinet covers/hand dryers
- Wipe down door sills – remove all dust
- Toilets and urinals to be cleaned and disinfected on both sides and disinfected/sanitized and wiped dry
- Clean and sanitize all basins. Polish all bright work to basins
- Dust partitions, tops of mirrors and frames
- Remove splash marks from walls around basins
- Mop clean restroom floors with disinfectant

**LIFTS & STAIRS**

Mon Tue Wed Thu Fri Sat Sun

- Remove rubbish from all areas
- Polish all brass and bright work
- Vacuum all hard floors
- Mop all hard floors with disinfectant
- Spot clean internal glass in lifts

**WEEKLY CLEANING**

Mon Tue Wed Thu Fri Sat Sun

- Spray buff all hard floors. Once a Week
- Clean all glass inside & outside with squeegee. Once a Week

\*Specifications of Work stated in the Scope of Work will be incorporated in the above check list. All cleaning procedure frequencies will be listed by item to include periodic work.

# CORRECTIVE ACTION REPORT

The Cleaning Checklist is, of course, only as good as its implementation. The 'Quality Assurance Inspection Report' is used by management to review the quality of the on-duty cleaner's work. If this inspection does not meet our own high standards then a 'Corrective Action Report' will be carried out in order tackle the problem, identify the reasons why it occurred, and address how to prevent the situation from occurring in the future

Below is sample of one of our Corrective Action reports. This report is general and we will customize your report to suit your specific requirements

## CORRECTIVE ACTION REPORT – A&B CLEANING SERVICE INC

<b>SITE:</b>	<b>AREA:</b>
<b>QUALITY INSPECTION CARRIED OUT BY:</b>	
<b>CORRECTIVE ACTION CARRIED OUT BY:</b>	
<b>SIGNATURE:</b>	<b>DATE:</b>
<b>CORRECTIVE ACTION - INSTANCE</b>	
<b>1</b>	<b>notes</b>
Description of the problem	
Recommendations for immediate attention	
Person responsible for immediate attention duties	
Recommendations for future prevention	
Follow-up check schedule (date, time & person)	
<b>CORRECTIVE ACTION - INSTANCE</b>	
<b>2</b>	<b>notes</b>
Description of the problem	
Recommendations for immediate attention	
Person responsible for immediate attention duties	
Recommendations for future prevention	
Follow-up check schedule (date, time & person)	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 325 ROSELAND, NJ 07068 (877) 677-0428	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 677-0428		<b>FAX (A/C, No):</b> (877) 677-0430
	<b>E-MAIL ADDRESS:</b> spbcicadp@travelers.com		
<b>INSURED</b> A & B CLEANING SERVICE, INC. 3507 WARWICK DR. GREENVILLE, NC 27858		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : THE CHARTER OAK FIRE INSURANCE COMPANY	<b>NAIC #</b>
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 966470640011203

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-7701C230-15	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF DURHAM 101 CITY HALL PLAZA DURHAM, NC 27701 ATTN GINA MORAIS	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>
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**CITY OF DURHAM**

*Finance Department*

101 CITY HALL PLAZA, ANNEX BLDG. | DURHAM, NC 27701  
919.560.4132 | F 919.560.4325

www.durhamnc.gov

October 23, 2015

**ADDENDUM NO. 1**

**Janitorial/Cleaning Services at the Durham Parks and Recreation  
Rental Facilities (DPR-15-18 Cleaning Rental Facilities)**

Notice to: Prospective Bidders

This addendum containing the following additions, clarifications, and/or changes, is issued prior to receipt of bids and does hereby become part of the original specifications and documents and supersedes the original specifications and documents in case of conflict. Receipt of this addendum must be acknowledged by signing in the area indicated below. **This addendum must be signed and returned with your sealed bid.** In the event that your sealed bid has been mailed prior to receiving this addendum, you may submit the addendum by fax or in a second sealed envelope clearly marked as an addendum to be attached to “**Janitorial/Cleaning Services at the Durham Parks and Recreation Rental Facilities (DPR-15-18 Cleaning Rental Facilities)**”. This addendum and bid response must be received by **3:00pm**, on the **30th** day of **October** as amended below. Failure to do so will result in the disqualification of the corresponding bid.

Section	Question	Answer
Sec. 5 Scope of Work, Work Time Designation	Is the selected company expected to do regular cleaning during the week and also after events?	The selected company is expected to do regular cleaning after each event and at other times designated within the section: "Work Time Designation."
Sec. 5 Scope of Work, General	Are all products such as tissue and trash bags supposed to be covered by the contractor?	Yes, the contractor will provide all consumables including but not limited to hand soap, toilet tissue, paper towels, and trash can liners.
Sec. 5 Scope of Work, Work Time Designation	What is the estimate of how many times during a regular week the facility would require cleaning?	There is an average of 3 events per week. Some weeks may have more and other may have less; it all depends on the booking schedule.
Sec. 1 Introduction and Instructions, 1.04 Budget	Can you to disclose the current contractor and price being paid?	The current contractor is B&R Janitorial Service – The cleaning cost was \$130.00/event.
Sec. 1 Introduction and Instructions, 1.04 Budget	The contract value limit of \$30,000, does that include all work included in the contract (after event cleanup/weekly/monthly/yearly, etc.)?	Yes, this includes all work under the scope of services and is based on prior usage numbers.
Sec. 1 Introduction and Instructions, 1.04 Budget	What was last price for contract?	The cleaning cost was \$130.00/event.
Sec. 5 Scope of Work, General	Consumable supplies – is the contractor responsible for these items when they are on-site cleaning?	Yes, the contractor will provide all consumables including but not limited to hand soap, toilet tissue, paper towels, and trash can liners.

All other specifications, terms and conditions remain as required in the initial Request for Bids.

Respectfully,

Gina Morais

Recreation Manager

**I have read and acknowledge receipt of Addendum No. 1**

Company: A&B CLEANING SERVICE INC Date: 10-29-2015

Name: JAMES J. McKESSON Signature: 