

**January 24, 2008**

**Notice to Prospective Bidders**

**Janitorial/Cleaning Services at the Public Works Operations Center**

**RFP No. 01-10-0078**

The City of Durham Public Works Department will hold a pre-proposal and site visit conference on February 6, 2008 at the Public Works Operations Center starting at 10:00 a.m., 1100 Martin Luther King Jr. Parkway, Durham, North Carolina, 27707. All sales representatives are cordially invited to attend.

**This is the only time interested contractors will be able to view the Public Works Operations Center.**

# CITY OF DURHAM NORTH CAROLINA SERVICE BID PROPOSAL FORM

*(Use this form only)*

## **Janitorial/Cleaning Services at the Public Works Operations Center**

The **CITY OF DURHAM** invites your proposal for **Janitorial/Cleaning Services at the Public Works Operations Center** to be received until **4:00 p.m., March 4, 2008**, at the Public Works Operations Center at 1100 Martin Luther King Jr. Parkway, Durham, NC 27707.

Proposal of \_\_\_\_\_  
(hereinafter called "**CONTRACTOR**"), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as (insert "a corporation", "a partnership", or as "an individual" as applicable) \_\_\_\_\_ to the **CITY OF DURHAM** (hereinafter called "**OWNER**").

In compliance with your proposal, contractor hereby proposes to furnish all materials, tools, machinery, equipment, apparatus, labor, and all means necessary to perform all work in connection with the **Janitorial/Cleaning Services at the Public Works Operations Center**, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter.

By submission of this Proposal, each contractor certifies, and in the case of a joint proposal, each party thereto as to his/her own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other contractor or with any competitor.

Contractor acknowledges receipt of the following Addenda:

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The undersign has carefully examined the site of this work, and has informed him/herself fully in respect of the conditions of the place where the work is to be performed, and has examined the Drawings (if any) and Specifications and/or Scope of Work, Conditions (General and/or Special), the Proposed Contract, and the Contract Documents relating thereto.

# CITY OF DURHAM NORTH CAROLINA SERVICE BID PROPOSAL FORM

*(Use this form only)*

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

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 NOTICE TO PROCEED, and that he/she will complete all "Items" of work on the **Janitorial/Cleaning Services at the Public Works Operations Center.**

Contractor agrees to furnish all labor, materials, tools, equipment, fees, and services and to do all things necessary to perform the work described in the Contract Documents for this proposal in the following unit and/or lump sum prices:

## **Janitorial/Cleaning Services at the Public Works Operations Center**

\$ \_\_\_\_\_/monthly      \$ \_\_\_\_\_/12 months      \$ \_\_\_\_\_/24 months

### **PROPOSED SUBCONTRACTORS:**

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

2. Name: \_\_\_\_\_  
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 Proposal Proposal.

# CITY OF DURHAM NORTH CAROLINA SERVICE BID PROPOSAL FORM

*(Use this form only)*

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

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

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

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The contractor hereby makes an offer to the City of Durham in accordance with the bid documents, including this Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this proposal for the contractor.

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Date) (Month) (Year)

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OFFICIAL LEGAL NAME OF CONTRACTOR

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ADDRESS

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CITY

STATE

ZIP CODE

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AUTHORIZED SIGNATURE

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PRINT NAME

TITLE

(\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

TELEPHONE NUMBER

FAX NUMBER

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WEB SITE ADDRESS

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FEDERAL I.D. NUMBER

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CITY OF DURHAM PRIVILEGE LICENSE NUMBER

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

**GENERAL:** It is the intention of the scope of work to set forth the requirements and conditions for performing janitorial/cleaning services at the above locations. The contractor shall perform the required services in all areas and shall be qualified to furnish a complete and efficient custodial service, including all labor, supervision, cleaning materials and equipment. The successful bidder(s) shall be prepared to perform each task as stated according to the work schedule, scope of work and special conditions without prodding or reminders by the Administration. Public Works Operations Center Square Footage – 13,306.

The janitorial service shall be provided five (5) nights weekly, Monday through Friday.

**ALL** regular scheduled **NIGHT** cleaning listed below **MUST** be done during the hours of 5:00 p.m. – 10:00 p.m., Monday through Friday. Contractors employees are required to perform all duties during the hours specified – **DO NOT ARRIVE PRIOR TO OR AFTER THESE HOURS** to clean unless approved by the Department.

### **A. DEFINITIONS**

1. Office Areas – shall mean all enclosed space used for work areas off public corridor areas. These areas shall include all conference room areas.
2. Public Areas – refers to all entrances including docks, lobbies, interior stairwells and corridors.
3. Restroom Areas – shall mean all office and public restrooms (MEN and WOMEN) located within the building(s).
4. Kitchen/Break Room Area - where applicable, will be thoroughly cleaned during each night of service required.
5. Waxing – in the context of these specifications refers to a systematic procedure to assure optimum floor maintenance. Techniques that include the proper floor care products. (i.e., strippers, finishers, sealers, cleaners and maintaining products should be chemically compatible. It is a total system of matched floor care products that assures durability, wear resistance, scrub ability and appearance for floor surfaces. (Example: Johnson Complete System)

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

6. Stripping – in the context of these specifications is defined as the complete removal of all old wax including areas under desks and other raised furniture and from around the edge of filing cabinets and baseboards. When the removal is complete, the floor should have a slightly dull, but over-all even appearance. Wax or mop water splashing, which may have accumulated on baseboards, lower edges of doors, doorjamb, filing cabinets, and desk legs are to be removed. (Care must be taken to prevent damage to painted surfaces). Proper removal of old wax or finish will require shifting of desks and tables which will be placed back in their original position upon completion.

7. Scrubbing – in the context of these specifications shall mean the removal of all foreign material from a floor by use of a cleaning solution of water and detergent and shall result in a surface free of dirt, heel marks, and residual cleaning solutions and films, then apply two (2) coats of floor finish.

8. Dust mops – all dust mops to be specifically treated before use to aid in the removal of dust and dirt. After dust mopping floors are to be free of litter, debris, and grit. Treatment that leaves an oil film on floors is prohibited.

9. Carpet Cleaning: Where Applicable

### A. Shampoo – Wet/Dry Method

The contractor shall safely and thoroughly clean rugs and carpet using carpets using a commercial rated vacuum machine whereby all foreign matter is removed. Rugs/carpets shall be pre-spotted prior to shampooing and may be cleaned by either wet or dry method. The wet method shall be with a completely synthetic detergent, meeting the highest commercial standards. The dry method shall meet the highest commercial standards of the carpet cleaning industry. All traces of dirt, grime, and soil shall be removed from carpets/rugs and there shall be no excessive shrinkage which affects appearance or durability. Rugs and carpets shall be vacuumed after cleaning and shampooing with a wet/dry machine and there shall be no lingering or objectionable odor. Carpet under furniture as well as exposed carpet shall be cleaned. Contractor is responsible for moving furniture and brushing carpet to restore flattened pile. The contractor has full responsibility to correct any damages resulting from either the method of cleaning or faulty workmanship.

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

### **B. Steam (Water) Extraction Method:**

Rugs and carpets shall be thoroughly cleaned by a commercial rated vacuum machine or rug dusting machine to remove all embedded foreign matter. The cleaning process shall not cause shrinkage to rugs or carpets or affect their appearance or durability. When applying the hot water "Steam" method, rugs and rugs and carpeting shall be cleaned with hot water at a temperature of 150 degrees F. or higher at point of origin, (I.E. faucet or tank). The cleaning process shall remove all traces of dirt, grime, and soil leaving rugs and carpets free from all residual or foreign matter. The contractor will be fully responsible for the correction of any damage or faulty workmanship caused by contractor's method of cleaning. The carpet under all furniture is to be cleaned as well as exposed carpet. The bidder shall be responsible for moving furniture. When necessary rugs and carpet shall be brushed to restore flattened pile.

10. Glass cleaning – glass cleaning refers to glass areas to be cleaned as defined in these specifications as glass cleaning (i.e., door glass, glass shelves, glass partitions, pictures, bookcases, etc.)

11. Window cleaning - window cleaning refers to glass areas to be cleaned other than those areas defined by the specifications as glass cleaning in paragraph 10. Window cleaning shall be inside and/or outside. The contractor is to use a cleaning agent applied by sponge and removed with a squeegee to prevent smears and streaks on glass (e.g., tri-sodium chloride solution). In addition all tape and other gummed articles shall be removed from window surface by means of a razor blade, or similar instrument prior to cleaning. The contractor will remove all items from the windows, utilize a drop cloth to prevent water marks, and upon completion of the cleaning, replace items to the window for cleaning and to prevent damage by water or unnecessary handling.

### **B. GENERAL REQUIREMENTS, ALL AREAS**

1. All areas determined to be security areas shall only be cleaned upon request of the facility administrator and may require the presence of a representative of the agency.

2. For all operations where furniture and equipment must be moved, no chairs, waste paper baskets or other similar items shall be stacked on desks, tables, or sills. Upon completion of work all furniture and equipment to be returned to its original position.

3. After sweeping and dust mopping operations, all floors shall be clean and free of dust streaks. No dirt shall be left in corners, behind radiators, under furniture, behind doors on stair landings, etc.

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

4. Wet mopping and scrubbing – all floors shall be properly prepared, thoroughly swept to remove dirt and debris and to include the removal of gum, tar, and similar substances from the floor surface. The floor shall be clean and free of dirt, water streaks, mop marks, strings, etc. and properly rinsed and dry mopped to present an overall appearance of cleanliness all surfaces shall be dry and corners, cracks, and crevices clean. Where scrubbing is designated it shall be done by machine or manually.

5. Waxing and buffing – proper preparation of a floor prior to re-waxing is considered the most important procedure in floor maintenance. Therefore, special attention shall be given to the following requirements. Apply proper wax remover, stripping agents or synthetic detergents to the floor, depending on the type of floor. Scrub with a floor scrubbing machine or agitate with a mop to remove all dead wax, soap film, dirt and stains. Pick up dirty solution with mop, squeegee, and wet vacuum and thoroughly rinse with clean water and dry. Wax shall be applied in a thin even coat and allowed to dry. The number of coats applied will depend on the type and condition of the floor. Minimum of two coats required.

6. Dusting – dust shall not be moved from place to place, but removed directly from the areas in which it lies and by the most effective means (i.e., appropriately treated dust cloths, vacuum, etc) when doing high cleaning, dust shall not be allowed to fall onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:

- A. There shall be no dust streaks
- B. Corners, crevices, moldings, ledges, window sills, window shades/blinds and etc. shall be dust free
- C. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools
- D. When inspected there shall be no traces of dust on any surface

7. Damp wiping – this task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, and smudges from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.

8. Bright metal polishing – may be performed by damp wiping and drying with a suitable cloth provided a polished appearance is obtained by this method.

9. Porcelain ware cleaning – porcelain fixtures (drinking fountains, wash basins, urinals, toilets, etc) shall be clean and bright; there shall be no dust, spots, stains, rust, encrustation, or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings and watermarks.

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

10. Carpet Cleaning – When applicable – wet/dry steam methods – carpet shall be cleaned using one or more of the specified methods at intervals as specified on each line item.

### **C. NIGHTLY SERVICES - PUBLIC AREAS, RESTROOMS, OFFICES, KITCHEN/BREAK ROOM, ADMIN BUILDING DOCK AREA.**

#### **PUBLIC AREAS**

##### Administration Building Dock Area

1. Sweep off dock area nightly

##### Waste Receptacles

1. Empty all trash cans/waste receptacles and replace plastic liners

##### Floors

1. Vacuum all carpeted areas and entrance mats
2. Dust mop all hard surface corridors, entrance halls, lobbies
3. spot clean carpets and spot mop hard surface floors as required to remove foreign matter and spillages
4. Scrape gum as required
5. Spray buff hard surface entrance areas (3) times per week

##### Dusting

1. Dust all horizontal/flat surfaces

##### Drinking fountains

1. Wash, disinfect and dry shine to prevent spotting

##### Glass cleaning

1. Clean glass doors on all entrances (inside and outside)
2. Daily cleaning of entrance glass doors (inside and outside) as needed to remove hand prints, dirt, etc.

#### **RESTROOMS**

##### Waste Receptacles

1. Empty all trash cans/waste receptacles and replace plastic liners

Restroom service consists of cleaning and insuring that adequate and or ample supplies are available for employee usage (i.e. toilet paper, hand towels, soap in dispensers, lavatory equipment and mirrors clean, etc.

**SCOPE OF WORK**  
**Janitorial/Cleaning Services at the**  
**Public Works Operations Center**

Maintenance of brass, stainless steel and aluminum fixtures consists of polishing, cleaning and wiping as required.

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

### Floors

1. Sweep and mop hard surface floors and vacuum any carpeted areas

### Water closets and urinals

1. Wash water closets (including seats) and urinals inside and outside with a disinfectant detergent. No acid bowl cleaners to be used to remove build-up, Deo Bowl or equal to be used
2. Seats to be left in a raised position

### Wash basins

1. Clean and wipe free of water marks. No scouring powders are to be used
2. Damp wipe pipes under basins

### Dispensers

1. Restock/refill towel, tissue and soap dispensers

### Glass cleaning

1. Mirrors, shelves, chrome fixtures to be polished with a glass cleaner

## **OFFICE AREAS**

### Waste receptacles

1. Empty all trash cans/waste baskets/receptacles and replace plastic liners

### Floors

1. Vacuum carpeted floor areas, spot clean as needed. Hard surface – dust mop, wet mop/spot clean as needed.

### Dusting

1. Dust all office furniture (desks, files, tables, telephones)

NOTE: Paper and equipment on desks are not to be moved, only clean desk top areas are to be dusted.

### Outside service

1. Consists of providing general cleaning assistance immediately following minor construction and or other maintenance type functions.

### Trash Overflow

1. Consist of removing trash during periods of heavy/rapid accumulation during normal business hours and as directed by the Public Works Department.

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

### Miscellaneous Service

1. Mopping spillages and performing emergency cleaning functions and responding to unscheduled requests from the Public Works Department. Light bulbs and florescent lamps will be replaced daily or as needed by the contractor(s) personnel. The Public Works Department will supply lamps and light bulbs.

### Public Areas

1. Routinely sweep and or vacuum debris, mop spills, empty trash cans/waste receptacles, empty all/any ash tray urns in public areas.

### PUBLIC AREAS - WEEKLY

#### Floors

1. Entrance areas – floors to be spray buffed – three (3) times per week
2. Spray buff all other public hard surface floor areas weekly

#### Loading Docks(where applicable)

1. Loading docks to be swept

#### Stairwells (where applicable)

1. Sweep stairs and spot mop spillage

#### Glass Cleaning

1. Wash and clean door handles and framing around entrance door glass. Clean any partition glass

#### Walls

1. Spot wash/clean surfaces around light switches, drinking fountains, stairwell entrances and other heavy traffic areas likely to have a heavy accumulation of hand prints, etc.

#### Dusting

1. Dust all objects included in the nightly requirements in public areas (pictures, statues, lamps, etc.)

### RESTROOMS - WEEKLY

#### Waste Receptacles

1. Damp wipe all receptacles inside and out

#### Grills

1. Clean all return and supply air grills and door grills

#### Wash Basins

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

1. Clean and shine bright metal hardware including exposed pipes under was basins

### Stall Dividers / Door Interiors

1. Dividers to be washed with a disinfectant detergent solution and door interiors to be cleaned

### Sanitary Napkin Dispensers (where applicable)

1. Upon request, contractor may be required to furnish all dispensers and supplies and may collect money from sales. The City reserves the right to supply dispensers/napkins.

### OFFICE AREAS - WEEKLY

#### Dusting

1. Dust sides and vertical surfaces of all office furniture

#### Glass cleaning

1. Clean clear, opaque, or frosted glass in doors, partitions, pictures, bookcases, etc.

### PUBLIC AREAS - MONTHLY

#### Handrails

1. Damp wipe all handrails (stairwells, lobbies, elevators, etc.)

#### Dusting

1. Dust fire equipment and exit lights

### RESTROOM AREAS - MONTHLY

#### Floors and baseboards

1. Scrub floors, clean baseboard and grouting

#### Janitor Closets (where applicable)

1. Wet mop

### OFFICE AREAS - MONTHLY

# **SCOPE OF WORK**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

### Dusting

1. Dust all horizontal and vertical objects including window sills, blinds, shades, etc.

### **PUBLIC AREAS - SEMI-ANNUAL - TWO (2) TIMES PER YEAR**

1. Dust all corridor walls to ceiling with untreated mop or vacuum
2. Dust intake vents

### **THE FOLLOWING SERVICES REQUIREMENTS APPLY TO ALL AREAS AND ARE REQUIRED SERVICES WHEN APPLICABLE**

#### Window Cleaning

All windows will be cleaned inside and outside a minimum of two (2) times per year and at times and dates scheduled by the Public Works Department. Reference is made to window cleaning specifications.

#### Carpet Cleaning

Carpet to be cleaned a minimum of two (2) times per year and at times and dates scheduled by the Public Works Department using one of the specified methods. It is required that the second cleaning be by extraction (i.e. one shampoo cleaning and one extraction cleaning). Reference is made to carpet cleaning specifications.

# **SPECIAL CONDITIONS**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

1. 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 proposal 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.**

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**Authorized Signature/Company Representative**

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**Date**

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

2. In completing the bid the successful contractor will be responsible to give an accurate market price in their bid proposal to do the job outlined in the scope of work and special conditions.
3. When turning in your bid proposal it must be enclosed in a sealed envelope, with the following statement on the front:

Bid No.  
Facility that is being cleaned  
Date to be received

4. The City’s Liveable Wage Ordinance #11333 is a part of this contract. Contractors must pay their employee’s a minimum of \$10.10 per hour for the work performed under this contract. (See attached ordinance)
5. Invoices must be submitted to the City of Durham, Accounting Services Division, 101 City Hall Plaza, Durham, North Carolina 27701, on a monthly basis and a copy submitted to the Department/Division for verification.
6. After the bid has been awarded, before the contractor can start the work, the successful contractor will meet with City staff to discuss the contract requirements. The contract will begin upon written notification from the City of Durham Public Works Department. No work can start or will be completed until all requirements by the contractor are in

# **SPECIAL CONDITIONS**

## **Janitorial/Cleaning Services at the Public Works Operations Center**

place for this contract as the City of Durham deems applicable in the best interest of the City of Durham.

7. The City of Durham will award the Contract(s) to the lowest responsible bidder that gives the best combination of service, references, past work performance/experience and price to the City.
8. Entries on the bid proposal forms, including signatures must be written in ink. The bid proposals shall not contain any unauthorized additions, deletions, or added conditional pages. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto legible to read in ink.
9. Any questions concerning the bid proposal forms and for the scope of work, contact Tom Ayers, Public Works Department at 919/560-4312
10. Contractor(s) employees shall remain busy at all times while on the premises. Contractor(s) should provide custodial employees that do not require immediate supervision.
11. Contractor(s) employees shall abide by additional rules and regulations set forth by the City in writing for this project.
12. Contractor(s) employees shall not remove any article or material from the premises, regardless of the value or regardless of any employee's permission. This is to include the contents of or any item found in the trash containers in or around the premises. All trash will be put into dumpsters as designated by the City.
13. Contractor(s) employees shall not engage in idle or unnecessary conversation with City employees or visitors in the building and shall not loiter in any areas where cleaning is complete. Contractor(s) employees shall refrain from using the telephones and other City equipment.
14. Contractor(s) employees shall not disturb any personal property, paper, boxes, or other materials except as shall be in trash receptacles or designated areas for trash, or unless such material is properly identified as trash.
15. The contractor(s) shall promote a safe environment by keeping all hallways, isles, and common areas free of ladders, mop buckets, litter containers and other custodial supplies and equipment.
16. Restroom service consist of minor touch up type cleaning and insuring that adequate and or ample supplies are available for employee usage (i.e. toilet paper, hand towels, soap in dispensers, lavatory equipment, mirrors clean, etc.

**SPECIAL CONDITIONS**  
**Janitorial/Cleaning Services at the**  
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17. Maintenance of brass, stainless steel and aluminum fixtures consist of polishing, cleaning and wiping as required.
18. Signs will be provided by the contractor(s) to indicate “Wet Floors” or other similar hazards. These signs should be placed so as to assure the safety of building guests and staff.
19. If a contractor receives a poor rating for custodial services performed, the City will request a meeting be held with all concerned parties to discuss any problems and possible solutions. If poor ratings continue after this meeting, the contract shall be terminated with a fifteen (15) days written notice from the City of Durham Public Works Department.
20. The contract will begin upon written notification from the City of Durham Public Works Department.
21. If all parties are in agreement, the City may extend the contract an additional period up to two (2) years. This extension will be based upon the company’s performance and evaluations.

**SPECIAL CONDITIONS**  
**Janitorial/Cleaning Services at the**  
**Public Works Operations Center**

22. References listed must be for buildings/facilities of comparable square footage. **A reference letter request from the City of Durham, Public Works Department will be mailed to references listed** (please provide accurate, complete and up to date information) if no response is received from the references listed, the bid will be considered non-responsive. **List three (3) references for janitorial/cleaning services that your company has been performing during the time period of January 1, 2004 through January 1, 2007: THE CITY OF DURHAM CANNOT BE LISTED AS A REFERENCE.**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_ Fax Number \_\_\_\_\_  
Contract Period \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_ Fax Number \_\_\_\_\_  
Contract Period \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_ Fax Number \_\_\_\_\_  
Contract Period \_\_\_\_\_

23. 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 \_\_\_\_\_ Title \_\_\_\_\_  
Pager Number \_\_\_\_\_ Office Number \_\_\_\_\_  
Cellular Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
Pager Number \_\_\_\_\_ Office Number \_\_\_\_\_  
Cellular Number \_\_\_\_\_ Fax Number \_\_\_\_\_

24. Please list the name of the supervisor(s) that will be performing under this contract:

Supervisor(s) Name \_\_\_\_\_

## **SPECIAL CONDITIONS**

### **Janitorial/Cleaning Services at the Public Works Operations Center**

25. **ALL CONTRACTOR(S)** personnel including supervisors and management staff that will be performing under this contract shall be subject to a background investigation to be performed by the Durham Police Department. No personnel shall be allowed to clean prior to this investigation. A list of all custodial personnel that will be working in each facility must be submitted in five (5) days upon notification of contract award. Failure to submit this list will forfeit the contract. After the contract has been awarded any additional/new staff required to work in these facilities must be submitted (30) days in writing prior to start date of employment in a City facility and include the minimum of three (3) employees. There will be random employee checks to ensure that all contractor(s) personnel have been cleared to work in the facility.
26. **SUSPENSION OF WORK** – The City may notify the successful bidder(s) in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the City may determine to be appropriate for the convenience of the City of Durham, or for noncompliance with the contract requirements.
27. The contractor and employees are responsible for insuring all keys/entry cards are handled properly; locking all doors and removing keys (if applicable) to prevent any unauthorized person(s) from entering the building. The contractor shall not for any period of time leave an entry/exit door propped, unattended or left open for any reason. The contractor will be required to pay for re-keying the locks if any of the keys/access cards are lost by the contractor or their employees. Employees no longer working with your company to clean these facilities, all keys/entry cards in their possession must be turned in to the Public Works Operations Center.
28. **Any WEEKEND or SPECIAL floor cleaning** (shampooing, stripping and waxing, etc.) requests must be received in writing two (2) weeks prior to cleaning from the contractor for approval from the Public Works Operations Center.
29. Contractor(s) will be responsible for furnishing sufficient personnel to accomplish all the custodial services required. The City of Durham will not be responsible to assist the bidder in any manner to make sure that the job is completed.
30. Only contractor(s) employees will be allowed in City facilities. No children, relatives, friends, spouses or pets are allowed in the facility. All custodial personnel will be required to sign-in upon arrival to work. The sign-in sheets will be placed in the break room/kitchen area. These sheets will be collected by the City of Durham on a random basis.

# SPECIAL CONDITIONS

## Janitorial/Cleaning Services at the Public Works Operations Center

31. The contractor(s) shall be responsible to designate an individual to personally contact City staff during normal working hours of that facility to address any custodial deficiencies or any special cleaning requests. This should be done a minimum of once weekly.
32. All contractor(s) employees are required to (wear uniforms – minimum smock or T-shirt) bearing company logo. Picture ID/Name tags are mandatory for all cleaning personnel. Any employee(s) not wearing company uniform – minimum smock or T-shirt AND picture identification will not be allowed to work and will be asked to leave the premises. After the second occurrence of contractor(s) employee(s) not having the proper uniform and ID the contractor will be released from the contract.
33. Contractor(s) must post Material Safety Data Sheets (MSDS) in the custodial closet at all times for the chemicals used in this facility. Failure to post these sheets will result in termination of the contract.
- 34. ALL labor, cleaning equipment, cleaning chemicals and supplies (toilet paper, hand towels, liquid anti-bacterial soap, etc.) plastic trash can liners, plastic trash bags with ties and containers for collecting trash will be furnished by the contractor.**

All chemicals and supplies that are not in compliance with the City of Durham environmentally friendly standards cannot be used in City facilities.

35. City holidays shall be observed by the contractor as per the following schedule (see City Code, Section 14-16 “a” and 14-16 “b”)
  - A. Legal Holidays: Legal Holidays observed by city government are: New Year’s Day; Dr. Martin Luther King, Jr. Day; Easter Day; Good Friday; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and other such times as may be authorized by action of the city council. Dr. Martin Luther King, Jr. Day shall be observed annually on the third Monday of January, beginning in 1985.
  - B. Holiday Observance: When a holiday other than Christmas falls on a Saturday or Sunday, it shall be observed on the following Monday. When Christmas Day falls on:
    1. A Monday, then Monday and Tuesday shall be observed as holidays;
    2. A Tuesday, then Monday, Tuesday and Wednesday shall be observed as holidays;
    3. A Wednesday, then Monday, Tuesday and Wednesday shall be observed as holidays;

# SPECIAL CONDITIONS

## Janitorial/Cleaning Services at the Public Works Operations Center

4. A Thursday, then Wednesday, Thursday and Friday shall be observed as holidays;
  5. A Friday, then Thursday and Friday shall be observed as holidays;
  6. A Saturday, then Friday and Monday shall be observed as holidays;
  7. A Sunday, then Friday and Monday shall be observed as holidays.
36. The successful bidder must be properly licensed and bonded for this type of work. Proof of fidelity bonding for all contractor(s) employees will be required prior to recommendation of award and start date of the contract.
37. Prior to execution of a contract the successful bidder will be required to provide a copy of its current Certificate of Insurance, and Business License issued by the City of Durham and including those subcontractors subject to licensing which are required in the bid proposal.
38. Contractors and subcontractors are responsible at all times for obtaining a current City of Durham Business License required for all janitorial/cleaning contracts. This license can be obtained through the City of Durham, Finance Department, Privilege License Division (for more information concerning this requirement, please visit our web site at: [http://www.ci.durham.nc.us/departments/finance/business\\_license.asp](http://www.ci.durham.nc.us/departments/finance/business_license.asp), send an e-mail inquiry to [BusinessLicense@ci.durham.nc.us](mailto:BusinessLicense@ci.durham.nc.us) , or call (919) 560-4700 ext. 285.
39. The contractor to whom the award is made shall maintain insurance not less than the following:
- Commercial General Liability, covering
- premises/operations
  - products/completed operations
  - broad form property damage
  - explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
  - 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 \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000
- Employee Dishonesty coverage, covering
- loss arising from dishonesty of contractor's owners or employees

# SPECIAL CONDITIONS

## Janitorial/Cleaning Services at the Public Works Operations Center

- coverage amount not less than \$10,000
  - this coverage may be provided by surety bond or by commercial package policy.
- Automobile Liability Insurance, covering
- owned, hired, or borrowed vehicles
  - employee vehicles, if used in performance of this contract
  - combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

Workers' Compensation Insurance, covering

- statutory benefits
- covering employees; owners, partners, officers, and relatives (who work on this contract)
- employers' liability, any limit.

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A 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: Finance Director  
101 City Hall Plaza  
Durham, NC 27701

- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

**PLEASE SHOW THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO PROVIDE YOUR COMPANY WITH A PRICE FOR THIS COVERAGE. NO EXCEPTIONS TO CHANGE THE COVERAGE WILL BE ALLOWED.**

40. Force Majeure - The Company shall not be excused from performance under these Agreements by virtue of force majeure events. The Company shall take precautions sufficient to ensure that force majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, etc) do not result in any failure or delay in the performance of the Company's obligations pursuant to these Agreements. Failure to comply with this provision will constitute a default under these Agreements, and grounds for immediate termination.

Upon the occurrence of a Force Majeure Event, the Contractor shall immediately notify the City Public Works Department or the Public Works Operations Center by telephone

(to be

**SPECIAL CONDITIONS**  
**Janitorial/Cleaning Services at the**  
**Public Works Operations Center**

confirmed by written notice within two (2) days of the inception of the failure or delay)  
of

the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the contractor from performing its obligations for more than two (2) days, the City shall have the right to terminate these Agreements by written notice to the contractor.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the contractor from the performance of its obligations under these Agreements.

## **EEO PROVISIONS**

During the performance of this Contract the Contractor agrees as follows:

- a. 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 provisions.
- b. The Contractor shall in all solicitations or advertisements 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.
- c. 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.
- d. 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.
- e. 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.

## **NON DISCRIMINATION PROVISION**

"The City of Durham 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."

# NON DISCRIMINATION PROVISION



## CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROCUREMENT FORMS



**Equal Opportunity/ Equity Assurance Department**

**Mailing Address:**

101 City Hall Plaza  
Durham, North Carolina 27701

**Phone:** (919) 560-4180

**Facsimile:** (919) 560-4513

**Street Address:**

302 E. Pettigrew Street  
Durham, North Carolina 27701

# NON DISCRIMINATION PROVISION

## SMALL DISADVANTAGED BUSINESS ENTERPRISE ORDINANCE ENTERPRISE ORDINANCE 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 page**

**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:
  
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
  
3. List anyone outside of your company with whom you will contract on this bid:

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.
  
- (c) The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized Signature

Complete this page

**MANAGERIAL PROFILE**

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

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 Equal Business Opportunity Ordinance.

**Managerial Employees**

<b>NAME</b>	<b>POSITION</b>	<b>SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\* M-Minority(African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

**Complete this page**

**EQUAL OPPORTUNITY STATEMENT**  
(You may submit your organization's EEO policy in lieu of this sheet)

Complete this page

## EMPLOYEE BREAKDOWN

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

Employment Category	Total Employees	MALES							FEMALES				
		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													

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

Employment Category	Total Employees	MALES							FEMALES				
		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													

EEO-1 Report may be submitted in lieu of this form

**SAMPLE CONTRACT – DO NOT COMPLETE**

This is a CONTRACT made by **City of Durham** (hereafter "City") and **XXXX** (hereafter "Contractor") whose principal office and place of business is XXXX. The date of this Contract is XXXX. The purpose of this Contract is to have the Contractor perform the services described in this Contract for the following:

**Janitorial/Cleaning Services at PWOC**

This is a service contract to provide the above service required by City from **XXX** to **XXX** ("Initial Period), unless that period is changed as provided in this contract. The estimated sum to be paid by City under this contract for the Initial Period is XXX(\$XXX).

The City and the Contractor agree as follows:

SECTION 1. Attachments. The documents which are attached to this contract are a part of this Contract. These documents are the **Instructions to Bidders, Service Bid Proposal Form, Scope of Work, Special Conditions, EEO Provisions and Non-Discrimination Provision**. In case of conflict, this two-page "Service Contract" form shall control those documents.

SECTION 2. Scope. The Contractor shall comply with the provisions of this Contract and shall do all of the work and furnish all of the materials and labor necessary to perform its obligations under this Contract.

SECTION 3. Indemnification. (a) To the maximum extent allowed by law, 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 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", 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" and "d" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, 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 or other environmental or pollution laws and regulations -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items or materials that are the subject of this contract).

"City" means the City of Durham.

"Contractor" means all parties to this contract other than City.

"Indemnitees" means City and its officers, officials independent contractors, agents, and employees, but excludes Contractor.

**SAMPLE CONTRACT – DO NOT COMPLETE**

(c) **Limitations of Contractor's Obligation.** If this 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.

(d) Nothing in subsections "a", "b" or "c" above shall affect any warranties in favor of the City that are otherwise provided in this contract. This section (a, b, c, and d) is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

**SECTION 4. TERMINATION FOR CONVENIENCE.** The performance of work under the contract may be terminated by the City of Durham in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of at least sixty (60) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; remove all supplies and equipment; and settle all outstanding liabilities and claims.

**SECTION 5. 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:

To the City:  
City of Durham  
Public Works Department  
1100 MLK  
Durham, NC 27707

The fax number is (919) 560-

To the Contractor:  
[Insert name and address]

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

(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

**SAMPLE CONTRACT – DO NOT COMPLETE**

which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

SECTION 6. Payment. The City shall make payment in the amount required by this contract upon all other parties' satisfactory completion of performance of this contract.

SECTION 7. Choice of Law; Forum. This Contract shall be deemed made in Durham County, North Carolina, and 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 section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

ATTEST:

CITY OF DURHAM

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

By \_\_\_\_\_  
\_\_\_\_\_ City Manager

**IF CONTRACTOR IS A CORPORATION**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_ Secretary

\_\_\_\_\_  
[Type or print the name  
of the Corporation]

(Affix corporate seal)

By \_\_\_\_\_  
\_\_\_\_\_ President

**IF CONTRACTOR IS NOT A CORPORATION**

(See Attached Acknowledgments)

\_\_\_\_\_  
[Type or print the name  
of the Contractor]  
By \_\_\_\_\_  
Signature

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Finance Officer

**NORTH CAROLINA**

**ACKNOWLEDGMENT BY CITY OF DURHAM**

**DURHAM COUNTY**

I, \_\_\_\_\_, a notary public in and for said county and state, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is \_\_\_\_\_ City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its \_\_\_\_\_ City Manager, sealed with its corporate seal, and attested by herself as its said City Clerk or Deputy City Clerk.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

**STATE OF** \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT  
with "trading as" section  
(NON-CORPORATIONS)  
(NON-PARTNERSHIPS)**

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for said county and state, certify that \_\_\_\_\_, trading as \_\_\_\_\_, personally appeared before me this day and acknowledged the execution of the foregoing contract with the City of Durham.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT  
(NON-CORPORATIONS)  
(NON-PARTNERSHIPS)**

I, \_\_\_\_\_, a notary public in and for said county and state, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the execution of the foregoing contract with the City of Durham.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires:

\_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for said county and state, certify that \_\_\_\_\_, personally appeared before me this day, stated that he or she is a general partner in \_\_\_\_\_,

a partnership and acknowledged the execution of the foregoing contract with the City of Durham on behalf of said partnership.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires:

\_\_\_\_\_

Notary Public

**STATE OF \_\_\_\_\_ CORPORATION ACKNOWLEDGMENT**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a notary public in and for said county and state, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he or she is \_\_\_\_\_ Secretary of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham was signed in its name by its \_\_\_\_\_ President, whose name is \_\_\_\_\_, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires:

\_\_\_\_\_

Notary Public