

**REQUEST FOR PROPOSALS**

**JANITORIAL SERVICES FOR CATAWBA COUNTY LIBRARY SYSTEM**

**RFP NO. 24-1029**



**catawba county**  
MAKING. LIVING. BETTER.

**Date of Issue: May 1, 2024**

**Proposals Received Until: May 30, 2024**

**Time: 3:00 PM ET**

**Issued for:**  
**Catawba County Library System**  
**115 West C Street**  
**Newton, North Carolina 28658**

**Issued by:**  
**Catawba County**  
**Purchasing Manager**  
**25 Government Drive**  
**Newton, North Carolina 28658**  
**(828) 465-8224**

## **PURPOSE**

Catawba County (hereinafter “County”) is seeking proposals from qualified Contractors to provide professional janitorial services for five (5) libraries within the Catawba County Library System. The libraries included in this Request for Proposals (hereinafter “RFP”) are as follows:

- **Newton Library**, 115 West C Street, Newton, NC 28658
- **Sherrills Ford-Terrell Branch Library**, 9154 Sherrills Ford Rd, Terrell, NC 28682
- **Maiden Branch Library**, 11 South A Avenue, Maiden, NC 28650
- **Southwest Branch Library**, 2944 Highway 127 South, Hickory, NC 28602
- **St. Stephens Branch Library**, 3225 Springs Road, Hickory, NC 28601

## **SCOPE OF WORK**

Contractors shall provide the management, supervision, manpower, equipment and supplies necessary to provide janitorial services for any or all of the following: Newton Library, Sherrills Ford-Terrell Branch Library, Maiden Branch Library, Southwest Branch Library and St. Stephens Branch Library. The County’s General Janitorial Service Specifications (Attachment A) and Library Specific Specifications (Attachments B – F) are attached hereto. Preference will be given to Contractors that have satisfactory experience, confirmed by reference, with similar size/type facility.

## **RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. Catawba County will make every effort to adhere to this schedule.

<b>EVENT</b>	<b>RESPONSIBILITY</b>	<b>DATE and TIME</b>
Issue RFP	County	May 1, 2024
Mandatory Pre-Proposal Meetings:		
<b>Newton Library (Stop 1)</b> 115 West C Street, Newton, NC 28658	County/Contractor	May 17, 2024 at 9:00 AM
<b>Sherrills Ford-Terrell Branch Library (Stop 2)</b> 9154 Sherrills Ford Rd, Terrell, NC 28682	County/Contractor	May 17, 2024 – directly after
<b>Maiden Branch Library (Stop 3)</b> 11 South A Avenue, Maiden, NC 28650	County/Contractor	May 17, 2024 – directly after
<b>Southwest Branch Library (Stop 4)</b> 2944 Highway 127 South, Hickory, NC 28602	County/Contractor	May 17, 2024 – directly after
<b>St. Stephens Branch Library (Stop 5)</b> 3225 Springs Road, Hickory, NC 28601	County/Contractor	May 17, 2024 – directly after
Submit Written Questions	Contractor	May 21, 2024 at 5:00 PM
Provide Responses to Questions	County	May 23, 2024 at 5:00 PM
Proposal Submission Deadline	Contractor	May 30, 2024 at 3:00 PM
Contract Award	County	TBA
Contract Effective Date	County	July 1, 2024

**Proposal responses must be submitted no later than 3:00 PM on May 30, 2024.** No submittals will be accepted after the deadline. This will not be a public bid opening.

It shall be MANDATORY that each Contractor representative be present for a pre-bid site inspection of each library included in this RFP. **Attendees must meet promptly at 9:00 AM ET on May 17, 2024, at the front entrance of the Newton Library located at 115 West C Street, Newton, NC 28658.** All attendees must sign in upon arrival. The purpose of this visit is for all prospective Contractors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this RFP. In addition, this visit will be utilized to clarify the terms and requirements of the services for the Libraries.

Contractors are cautioned any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this proposal.

**PROPOSAL QUESTIONS**

Upon review of the RFP documents, Contractor(s) may have questions to clarify or interpret specifications in order to submit the best proposal possible. To accommodate the Proposal Questions process, Contractor shall submit any such questions by the above due date. Written questions shall be emailed to [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov) by the date and time specified above. Contractor should enter “RFP #: 24-1029 – Questions” as the subject for the email. Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the County website, <https://www.catawbacountync.gov/county-services/purchasing/proposal-notice/> and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Contractor shall rely only on written material contained in an Addendum to this RFP.

**PROPOSAL SUBMITTAL**

All proposals must be submitted on the bid form attached hereto as Attachment G. Contractor does not have to bid all locations to submit pricing for this bid. If Contractor chooses not to include pricing for a location, please insert N/A on that line for clarity. Contractor shall populate all attachments of this RFP that require the Contractor to provide information and shall include an authorized signature where requested. Contractor bid response shall include the following items and they should be arranged in the following order:

- a) Completed and signed Attachment G – Proposal Form and Offer Certification;
- b) Completed and signed Attachment H – Contractor Questionnaire; and
- c) Completed and signed Attachment I – Reference Disclosure Form.

**Proposals must be submitted no later than 3:00 PM, on May 30, 2024.** The proposal should be emailed to [TinaWright@CatawbaCountyNC.gov](mailto:TinaWright@CatawbaCountyNC.gov) or may be sent to the address indicated in the table below with the designation: “RFP # 24-1029– Janitorial Services” marked on the exterior.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)
RFP Number: RFP #24-1029 Catawba County Government Center Attn: Purchasing Department Post Office Box 389 Newton, North Carolina 28658	RFP Number: RFP #24-1029 Catawba County Government Center Attn: Purchasing Department 25 Government Drive Newton, North Carolina 28658

Offers submitted pursuant to this RFP are valid for ninety (90) days after Proposal due date. Each location will be awarded separately. Proposals received will remain confidential until a contract is awarded.

### **REJECTION OF PROPOSALS**

Catawba County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The County also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal. Failure to comply with any of the terms and conditions of this RFP will result in rejection of a proposal. The County reserves the right to negotiate any and all terms with the successful Contractor.

### **TERM OF CONTRACT**

The initial term of this contract shall be from July 1, 2024 to June 30, 2025. County shall have the option to renew this contract for up to three (3) additional terms in one-year increments (July 1<sup>st</sup> through June 30<sup>th</sup>), upon all the same terms and conditions.

### **EVALUATION AND CONTRACT AWARD**

The County's intent is to award one contract, per location, to a single Contractor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP. Price shall be considered, but shall not be the sole determining factor. The award of a contract will be made to the most responsive, responsible bidder(s), taking into consideration the best interests of the County, the quality performance of services to be provided, the conformity with specifications, the time of delivery and service response, along with reference checks and/or input from known customers (either past or present), and any other information the County may deem appropriate.

### **ADDITIONS/DELETIONS**

The County reserves the right to add similar items/service or delete items/service specified in subsequent contract as requirements change during the period of the contract. Catawba County and the Contractor will mutually agree to prices for item/services to be added/deleted from contract. A contract amendment will be issued for each addition or deletion.

### **INSURANCE REQUIREMENTS**

For the duration of the contract, Contractor shall maintain at all times, at the Contractor's sole expense, the following minimum insurance requirements:

#### **A. Commercial General Liability Insurance**

Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$500,000 per occurrence, and \$500,000 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

#### **B. Business Automobile Insurance**

At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$500,000 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance. If Business Auto Insurance is not provided by Contractor, Contractor must provide proof that each of Contractor's employees has personal automobile insurance with a limit of not less than \$100,000, and Contractor must include driving record checks

when obtaining background screenings for its employees.

**C. Workers Compensation & Employers Liability Insurance**

At all times while the Contractor's representatives are conducting on-site work, Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Contractor shall also maintain Employers' Liability insurance with limits of not less than \$100,000 per accident and \$100,000 each employee for injury by disease.

**D. General Requirements**

1. If awarded, Contractor will provide a Certificate of Insurance ("COI") which will be attached to the contract. Contractor agrees to indemnify County if the insurance policy referenced in the COI does not contain, at a minimum, the coverage amounts listed on the COI.
2. Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
3. The workers' compensation policy must contain a waiver of subrogation in favor of the County.
4. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of sixty (60) days' notice to the County of any material change in coverage, cancellation, or non-renewal.
6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
7. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract.

**LEGAL REQUIREMENTS**

The Contractor shall comply with all Federal, State, and Catawba County statutes, ordinances, regulations, or other legal requirements that apply to this Contract.

**KEY DEPOSIT**

The Contractor shall be responsible for any lost keys, card keys and any inherent damages (i.e., re-keying of whole facility). This cost shall be withheld from payment(s).

**SECURITY REQUIREMENT**

Contractor shall submit a listing of employees assigned to the project and Contractor is responsible for performing background checks on employees who will be given access to the facility in the performance of Services. Any employee that is not a US citizen, proof of legal residency shall be provided. Contractor must notify the County at least one week prior to assigning a new employee to the project and shall maintain and provide to County upon request, background checks.

The Contractor shall only allow entry onto County property of those people named on the County's approved list. Contractor shall immediately notify the County of any listed employee terminations. Contractor or employees of the contractor shall not allow entrance of any

unauthorized person to any County property. The County reserves the right to immediately terminate the contract for violation.

### **SAFETY AND HEALTH**

All work shall comply with applicable Federal, State and County safety and health requirements. Where there is a conflict between the applicable regulations, the most stringent will apply.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the County harmless for any action on its part or that of its employees or subcontractors, that results in illness or death.

### **AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

Catawba County Government is fully committed to the Americans with Disabilities Act which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Catawba County Government contractors, subcontractors, vendors and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

### **SUPERVISOR(S)**

The Contractor shall provide the necessary full time on-site supervisors, not to be included in the productive hours for proper contract administration of the work performed on the contract. The Contractor shall be required to provide the name and position within the company of the supervisors to the County. The contractor shall provide a telephone answering service for the use of the supervisors for work-related messages.

### **MANDATORY QUALIFICATIONS FOR CONTRACTOR PERSONNEL**

There must be a representative of the Contractor on-site during Contractor work hours that will be able to communicate in the English Language with County representative(s). The personnel employed by the Contractor shall be capable employees, trained and qualified in custodial type work. All personnel shall receive close and continuing first-line supervision by the Contractor.

All employees shall be bondable and a minimum of sixteen years old.

### **PHOTO IDENTIFICATION**

All custodial personnel are required to wear a photo identification card, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

### **SUBCONTRACTING**

The Contractor shall not subcontract the service to another individual or service, except for carpet cleaning.

### **UNAUTHORIZED PERSONNEL**

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized working Contractor employee.

**UNAUTHORIZED USE OF COUNTY EQUIPMENT**

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized working Contractor employee.

**EMERGENCY TELEPHONE NUMBERS**

The Contractor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

**SMOKING/TOBACCO PRODUCTS**

Smoking and/or the use of any tobacco products are prohibited on all Catawba County properties.

**SECURITY OF COUNTY FACILITIES**

All exterior and interior office doors will be locked upon leaving the facility. If the fifth day cleaning will occur on a Saturday or Sunday, the designated representative of Catawba County will be informed as to allow for assured security of the premises for the weekend. All interior lights except those needed for security purposes will be turned off. Only employees or designated representatives (made in writing to the authorized representative of Catawba County, prior to the performance of work at the facility, within two working days, and proof of all below listed coverage will be required at this time) of the contracted vendor are allowed on the premises during performance of duties. This is to assure that all personnel are covered under liability and workman's compensation insurance. Catawba County will not be held liable for non-adherence to this policy. It is the sole responsibility of the Contractor providing the service itemized in the contract to adhere to the above-mentioned policy to see that it is enforced. Any deviation will result in the immediate termination of the contractual service being rendered pending the 30-day notification clause per contract for said facility. The designated authority for the County will be the Catawba County Buildings and Grounds Superintendent or his representative which will be made available upon request at such time that will be deemed necessary.

## **ATTACHMENT A**

### **GENERAL JANITORIAL SERVICE SPECIFICATIONS**

It is the intent of the County that premises be maintained at a high standard of cleanliness. The General Janitorial Service Specifications are intended to indicate the minimum level of service. All items not specifically included but found to be necessary to properly clean the building, to the requested standards shall be included. It is understood that complete and satisfactory service will be provided as required, and would extend beyond the specifications listed. The term "Clean" means the removal from the premises of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. The term "As Needed" refers to the service schedule required beyond the schedule of Services listed. Janitorial service does not include the sterilization of medical devices, mechanical areas, storage areas and other unauthorized areas. Contractor, as part of this contract, shall furnish all paper products such as toilet paper, hand towels, seat protectors, trash liners and all soap products required.

#### **SERVICES TO BE PERFORMED:**

##### **Restrooms:**

Refill or replace supplies as follows:

- ☐ Seat covers: Inspect visually and push in with your hand to see how many are left. If low, pull out, discard and replace with a new seat cover.
- ☐ Toilet paper: Replace all rolls which are below half and put the partial roll on top of the newly inserted one. If dispenser has two rolls, make sure at least one roll is new. Any leftover smaller rolls may be put in the staff restroom on top of the full rolls there.
- ☐ Hand soap: Fill dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full.
- ☐ Wall mounted air fresheners: **Change every 60-90 days or as necessary.** Contractor is to maintain a service schedule for these products.
- ☐ Hand towels: Fill dispensers every night, without stuffing them in tight.
- ☐ Remove and trash feminine liners which have been used and replace with new liners. Open up liner for easier access by patrons.
- ☐ Remove trash. Pull trash liner from can and replace with new one. NEVER put your hand inside the can to pull out debris. Keep extra trash liners in bottom of each trash container.
- ☐ Clean mirrors.
- ☐ Clean all sinks, counters and surfaces. Use sponge scratch pad with disinfectant to get built up debris and scum around faucets and soap dispensers. Rinse with water to remove the left over cleaner.
- ☐ Clean toilets using a toilet brush (bowl mop) with disinfectant cleaner on the brush and clean the inside of the toilets. Make sure you get up under and around the rim and all the way to the bottom of the inside of the bowl. Make sure the exterior of fixture and behind is cleaned.
- ☐ Disinfect stall doors and partitions, handicap bars, door pulls/pushes, dispensers, baby stations and other commonly touched surfaces.
- ☐ Sweep and mop thoroughly to include behind toilets, under sinks, behind and around trash cans, doors, edges and corners.

##### **Medical, Exam, Kitchens and Break Rooms:**

Refill or replace supplies as follows:

- ☐ Hand soap: Fill dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full.
- ☐ Hand towels: Fill dispensers every night, without stuffing them in tight.
- ☐ Use sponge scratch pad with disinfectant to get built up debris and scum off of the sinks, faucets and counters. Rinse with water to remove the left over cleaner.
- ☐ Clean back splashes, microwaves, outside of cabinet doors, appliance surfaces, tables



and chairs and trash cans. Wipe all surfaces to a streak free shine.

- ☐ Pull trash liner from cans and replace with new one. Keep extra trash liners in bottom of each trash container.
- ☐ Vacuum any carpet.
- ☐ Sweep and mop all floor areas. Get under tables, chairs, corners, behind cans and all areas really well.
- ☐ Organize items on counters and tables, but do not move them to other areas of the room unless directed to do so.
- ☐ For Public Health only, biohazard waste will need to be disposed of in proper containers.

#### **Offices, cubicles, conference rooms, hallways and general areas:**

- ☐ Empty trash cans and return can back to its original spot (replace liners which are soiled, wet, torn or do not look in perfect condition). Keep extra trash liners in bottom of each trash container.
- ☐ Spot clean walls behind cans, light switch plates, door pushes and pulls, as needed.
- ☐ Dust tops of accessible surfaces.
- ☐ Disinfect all commonly touched surfaces.
- ☐ Entering into employee cubicles or offices.
- ☐ Employees will signal when only trash removal is required by setting their trash can outside of their office or cubicle door. If this is done by the occupant, (whether you have a key/card access or not) do not enter the office space to provide cleaning services.
- ☐ If the trash can is not set outside the door or cubicle and you have key/card access, enter to provide the following:
  - ☐ Pull out chairs, inspect under desks for debris, and remove. If vacuuming is needed, do so. Organize the chair up to the desk, leaving the chair out enough to keep the arm rests from going under the desk. Clean smudges and fingerprints from door, door frames, light switches, walls etc. and dust general surfaces such as ledges, moldings, furniture bases, arms and the top of cubicles. Employee is responsible for cleaning their own desk, file cabinet, bookcase and computer surfaces.
- ☐ Vacuum carpet, especially traffic lanes, lobbies and entrance mats.
- ☐ Dust and/or wet mop hard floor surfaces and stairs with appropriate products.
- ☐ Organize lobby, conference or break room chairs.
- ☐ Clean up any spills.
- ☐ Remove gum, grease or scuffs from surfaces as needed.
- ☐ Do not disturb any papers or personal property on desks, tables or cabinets.

#### **Trash Removal:**

- ☐ Janitorial Contractor is responsible for the removal of all consumer trash.
- ☐ Trash bags must never be set on carpet, dragged across carpets or carried across carpeted areas, unless you are certain there are no leaks of any kind. The preferred method would be to take the wheeled trash barrow to the area where the trash is to be taken out and pull the bag at that point. Set any trash bags on tiled areas in anticipation of leakage. Any leaks must be immediately cleaned up and stains reported to supervisor. Make sure the wheels on any trash container are clean and free from debris.
- ☐ Do not put loose trash in the dumpster. All bags must be tied and deposited inside the dumpster. Trash left on the ground is unacceptable. If dumpster is full, put your tied bag of trash in your janitor storage area and immediately call on site representative to report and ask for instructions.
- ☐ Dumpsters with locks must always remain locked at all times.

END OF GENERAL JANITORIAL SERVICE SPECIFICATIONS

**ATTACHMENT B**  
**SPECIFIC REQUIREMENTS FOR NEWTON LIBRARY**  
**(17,252 Square Feet)**

Operating Hours: Monday – Thursday, 9:00 AM – 8:00 PM  
Friday – Saturday, 9:00 AM – 6:00 PM

6 offices, 5 workstations, 1 kitchen, 1 auditorium, 1 board room, 1 conference room, 1 public services workroom, 2 stairwells, 1 breakroom, 5 restrooms, 1 garage/janitorial closet, 1 circulation desk, 1 computer lab, 1 Genealogy Dept., 1 Children's Area, 1 Adult Services area and 5 small workspaces on the 2<sup>nd</sup> level

**Daily**

1. All carpets in hallways, offices and entrance doors vacuumed daily.
2. All tile and terrazzo floors swept.
3. All trash and waste receptacles emptied.
4. Inspect and remove contents of recycling containers as needed, this includes all GDS containers except for aluminum recycling.
5. (2) Water fountains cleaned and disinfected.
6. Restrooms cleaned and disinfected including sinks, toilets, floors, fixtures, mirrors and partitions.
7. Restock all toiletry supplies.
8. Inspect and clean all entrance doors and glass.
9. Spot clean carpets as necessary.
10. Clean break room area – sweep floor, wipe tables and appliances, provide hand and dishwashing soap.
11. Sweep stairways and landings.
12. Sweep and pick up all trash on sidewalks adjacent to the building.

**Weekly:**

1. Dust all offices, furniture, Venetian blinds, and flat surfaces, schedule for dusting will be established.
2. Spot clean walls.
3. Spot clean all entrance door mats.
4. Clean elevator floors, walls, buttons, and doors.

**Monthly:**

1. Spot clean furniture and upholstery.

**Quarterly:**

1. Steam clean hallway carpets.
2. Terrazzo floors spray/buffed.
3. Clean and dust the corners of the ceiling and floors for cobwebs.

**Semi-annually:**

1. Steam clean all carpets.
2. Clean all inside and accessible outside windows.

**Annually:**

1. Clean and strip terrazzo floors and wax.
2. Clean and strip all stairways and wax.

**Current monthly janitorial service cost for the Newton Library: \$1,385.67**

**ATTACHMENT C**  
**SPECIFIC REQUIREMENTS FOR MAIDEN BRANCH LIBRARY**  
**(2,784 Square Feet)**

Operating Hours: Monday –Friday, 8:00AM to 5:00PM

**Daily**

1. Carpets at all entrances vacuumed.
2. Interior carpeted areas inspected daily, vacuum as needed but at a minimum once weekly.
3. Brick tile entries wet mopped.
4. All trash and waste receptacles emptied and removed from building.
5. All recycling containers are to be emptied and put in recycling bin.
6. Water fountains cleaned and disinfected.
7. Restrooms cleaned and disinfected including sinks, toilets, floors, fixtures, mirrors and privacy partitions.
8. Restock all toiletry supplies.
9. All glass entry doors and interior corridor doors cleaned, both interior and exterior facings.
10. Fingerprints, smudges and or graffiti removed from all exterior doors and restroom privacy partitions.
11. Wipe down all counters, desktops, tabletops especially in public computer area.
12. Sweep sidewalks and pick up any trash around the immediate area of the building.
13. Kitchen counter and sink cleaned and disinfected.

**Weekly:**

1. All furniture, filing cabinets and bookcases dusted and cleaned.
2. All carpet vacuumed.
3. All door and window casings dusted and cleaned.

**Monthly:**

1. Spot clean upholstery as needed.
2. Venetian blinds dusted.

**Quarterly:**

3. All tile floors spray/buffed.
4. Clean and dust the corners of the ceiling and floors for cobwebs.

**Semi-annually:**

1. All windows cleaned, interior and exterior.
2. Steam clean all carpets.

**Annually:**

1. All tile floors cleaned, stripped and waxed.

**Current monthly janitorial service cost for the Maiden Branch Library: \$464.00**

**ATTACHMENT D**  
**SPECIFIC REQUIREMENTS FOR SHERRILLS FORD-TERRELL BRANCH LIBRARY**  
**(10,000 Square Feet)**

Operating Hours: Monday – Tuesday, Noon – 8:00 PM  
Wednesday – Saturday 9:00 AM – 6:00 PM

4 Bathrooms with 5 toilets and 1 urinal (total), 1 large office area, kitchen/breakroom, 1 janitor closet, 1 supply closet, 1 foyer/waiting area, 1 community room with kitchenette, 3 study areas/teen room, open public services area.

**Daily**

1. Protective carpets at all entrances vacuumed.
2. All carpeted areas vacuumed.
3. All brick, tile, terrazzo floors swept and entries wet mopped.
4. All trash and waste receptacles emptied and removed from building.
5. All recycling containers emptied and put in proper GDS recycling bin.
6. Water fountains cleaned and disinfected.
7. Restrooms cleaned and disinfected including sinks, toilets, floors, fixtures, mirrors and privacy partitions, including clearing plumbing issues as quickly as possible.
8. Restock all toiletry supplies.
9. All glass entry doors, interior corridor doors and windows cleaned daily (both interior and exterior facings).
10. Fingerprints, smudges, and/or graffiti removed from all interior doors, windows and restroom privacy partitions.
11. Sweep walks and pick up any trash around immediate area of the building
12. Kitchens and break rooms cleaned – sweep/mop floors, clean and disinfect counters, tables, sinks, appliances. Provide hand and dishwashing soap.
13. All tabletops throughout library cleaned and disinfected, including computer stations.

**Weekly:**

1. All furniture, bookshelves, tables, computer stations, counters, desks, chairs, filing cabinets and flat surfaces dusted and cleaned.
2. All door and window casings dusted and cleaned.
3. Venetian blinds dusted.
4. Walls spot cleaned.

**Monthly:**

1. Spot clean furniture and upholstery monthly if necessary.

**Quarterly:**

1. All windows cleaned (interior and exterior).
2. All tile floors spray/buffed.
3. Clean and dust the corners of the ceiling and floors for cobwebs.

**Semi-annually:**

1. Steam clean all carpet.

**Annually:**

1. All tile floors (stipped, cleaned and waxed.)

**Current monthly janitorial service cost for Sherrills Ford-Terrell Branch Library: \$1,692.16**

**ATTACHMENT E**  
**SPECIFIC REQUIREMENTS FOR SOUTHWEST BRANCH LIBRARY**  
**(7,965 Square Feet)**

Operational Hours: Monday – Tuesday, Noon – 8:00 PM  
Wednesday – Friday, 9:00 AM – 6:00 PM  
Saturday, 9:00 AM – 2:00 PM

Please note: There is no dumpster available at the Southwest Branch Library. Therefore, trash generated at this facility will need to be hauled away by Contractor.

1 lobby, 1 office, 2 bathrooms with 6 toilets and 1 urinal, 1 janitor closet, one auditorium, 1 kitchen, 1 work area.

**Daily**

1. Protective carpets at all entrances vacuumed.
2. All carpeted areas, including Audio-Visual Section, employees lounge, kitchen and auditorium inspected daily, vacuum as needed.
3. Brick tile entries wet mopped.
4. All trash and waste receptacles emptied and removed from building.
5. Water fountains cleaned and disinfected.
6. Restrooms cleaned and disinfected including sinks, toilets, floors, fixtures, mirrors and partitions.
7. Restock all toiletry supplies.
8. All glass entry doors and interior corridor doors cleaned daily (both interior and exterior facings).
9. Fingerprints, smudges, and / or graffiti removed from all interior doors, and restroom privacy partitions.
10. Sweep walks and pick up any trash around immediate area of the building and storefront of library footprint.
11. Kitchen counter and sink cleaned and disinfected.

**Weekly:**

1. All furniture, counters, desks and filing cabinets dusted and cleaned.
2. All carpet vacuumed.
3. All door and window casings dusted and cleaned.
4. Venetian blinds dusted.

**Monthly:**

1. Spot clean furniture and upholstery monthly if necessary.

**Quarterly:**

1. All windows cleaned (interior and exterior.)
2. All tile floors spray/buffed.
3. Clean and dust the corners of the ceiling and floors for cobwebs.

**Semi-annually:**

1. Steam clean all carpets.

**Annually:**

1. All tile floors (stripped, cleaned, and waxed).

**Current monthly janitorial service cost for the Southwest Branch Library: \$825.33**

**ATTACHMENT F**  
**SPECIFIC REQUIREMENTS FOR ST. STEPHENS BRANCH LIBRARY**  
**(9,681 Square Feet)**

Operating Hours: Monday – Tuesday, Noon – 8:00 PM  
Wednesday – Saturday 9:00 AM – 6:00 PM

2 Offices, 2 Workstations, 3 bathrooms (4 toilets and 1 urinal), 1 breakroom with kitchen, 1 meeting room with kitchen, 1 janitor closet, 1 medium conference room with partition and 8 computer kiosks/desks

**Daily**

1. Protective carpets at all entrances vacuumed.
2. All carpeted areas, including Audio-Visual Section, employees lounge, kitchen and auditorium inspected daily, vacuumed as needed.
3. Brick tile entries wet mopped.
4. All trash and waste receptacles emptied and removed from building.
5. Water fountains cleaned and disinfected.
6. Restrooms cleaned and disinfected including sinks, toilets, floors, fixtures, mirrors and privacy partitions.
7. Restock all toiletry supplies.
8. All glass entry doors and interior corridor doors cleaned daily (both interior and exterior facings).
9. Fingerprints, smudges, and /or graffiti removed from all interior doors, restroom privacy partitions, this includes the interior of the elevator.
10. Sweep walks and pick up any trash around immediate area of the building.
11. Kitchen counters and sink cleaned and disinfected.

**Weekly:**

1. All furniture, counters, desks and filing cabinets dusted and cleaned.
2. All carpet vacuumed.
3. All door and window casings dusted and cleaned.

**Monthly:**

1. All tile floors spray/buffed.
2. Spot clean furniture and upholstery monthly if necessary.

**Quarterly:**

1. All windows cleaned (interior and exterior).
2. All tile floors spray/buffed.
3. Clean and dust the corners of the ceiling and floors for cobwebs.

**Semi-annually:**

1. Steam clean all carpets.

**Annually:**

1. All tile floors (stripped, cleaned and waxed.)

**Current monthly janitorial service cost for the St. Stephens Branch Library: \$823.67**

**ATTACHMENT G  
PROPOSAL FORM AND OFFER CERTIFICATION  
RFP 24-1029**

**PROPOSAL TO PROVIDE JANITORIAL SERVICES FOR  
CATAWBA COUNTY LIBRARY SYSTEM (5 LOCATIONS)**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PERSON SUBMITTING PROPOSAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE PROPOSAL SUBMITTED: \_\_\_\_\_

<b><u>LOCATION</u></b>	<b><u>NUMBER OF PERSONNEL FOR THIS LOCATION</u></b>	<b><u>MONTHLY SERVICE AMOUNT</u></b>	<b><u>TOTAL YEARLY AMOUNT</u></b>
Newton Library			
Sherrills Ford-Terrell Branch Library			
Maiden Branch Library			
Southwest Branch Library			
St. Stephens Branch Library			

COMPANY BACKGROUND/EXPERIENCE (Additional pages can be used if needed):

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ACKNOWLEDGEMENT: Addendum, if issued, received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

## **OFFER CERTIFICATION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Contractor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item and contained in this Proposal Form.

By executing this bid, the undersigned Contractor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.
- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

**By executing this bid, Contractor certifies that it has read and agreed to the terms and conditions included in the RFP. Failure to execute/sign bid prior to submittal shall render bid invalid and bid WILL BE REJECTED.**

### **ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



**ATTACHMENT H**  
**CONTRACTOR QUESTIONNAIRE**  
**RFP 24-1021**

**A. Business Information**

1. Name of Business: \_\_\_\_\_
2. Servicing Office Address: \_\_\_\_\_
3. Years in Service: \_\_\_\_\_
4. Contact Person/Title: \_\_\_\_\_
5. Total # of Staff: \_\_\_\_\_

**B. Experience (Please attach additional pages if needed.)**

1. How many active janitorial contracts do you have? \_\_\_\_\_
2. What is the length of time you have had your current contracts? \_\_\_\_\_  
\_\_\_\_\_

**C. Qualifications (Please attach additional pages if needed.)**

1. Has your company, either presently or in the past, been involved in any litigation, bankruptcy or reorganization for any reason? If so, please provide dates and resolution.
2. Has your organization ever defaulted on a contract or failed to complete any work awarded to it?
3. What is the company's corrective action procedure to ensure that problems are solved quickly and not repeated?
4. Described how your employees are trained.
5. If awarded the contract, how many days would be needed to begin work with a full staff of employees with completed background checks?

**ATTACHMENT I**  
**REFERENCE DISCLOSURE FORM**

Respondent shall provide information regarding experience in work similar to this scope of work by listing Three (3) RECENT CLIENTS, ONLY ONE OF WHICH MAY BE A CATAWBA COUNTY GOVERNMENT LISTING. References should be clients of a similar scale as the services requested in this RFP.

1. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
SERVICES PROVIDED: \_\_\_\_\_  
SIZE: \_\_\_\_\_  
SERVICE DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

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2. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
SERVICES PROVIDED: \_\_\_\_\_  
SIZE: \_\_\_\_\_  
SERVICE DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

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3. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
SERVICES PROVIDED: \_\_\_\_\_  
SIZE: \_\_\_\_\_  
SERVICE DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

**ATTACHMENT J  
INTENT TO PROPOSE  
RFP NO: 24-1029**

**This form should be e-mailed to [TinaWright@catawbacountync.gov](mailto:TinaWright@catawbacountync.gov) to ensure you receive all addenda issued for this RFP.**

I, \_\_\_\_\_ a representative of \_\_\_\_\_

\_\_\_\_\_ confirm that we intend to submit

a bid for **RFP No: 24-1029: Janitorial Services for Catawba County Library System (5 locations.)**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

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

E-mail \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT K**  
**SAMPLE JANITORIAL AGREEMENT**  
**RFP NO: 24-1029**

**AGREEMENT**

**THIS AGREEMENT**, made this 1st day of \_\_\_\_\_, 20\_\_\_\_ by and between Catawba County, a political subdivision of the State of North Carolina (hereinafter "County") and \_\_\_\_\_ Cleaning Professionals, LLC (hereinafter "Contractor").

**WHEREAS**, County desires to retain the services of a contractor to provide management, supervision, manpower, equipment and supplies necessary to provide general janitorial services at the Catawba County \_\_\_\_\_ in Newton; and

**WHEREAS**, Contractor has the knowledge, expertise, equipment, personnel and experience to provide these janitorial services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1 That Contractor will provide the janitorial services at the Catawba County \_\_\_\_\_ Branch Library described in Attachment A (hereinafter "Services"), which attachment is incorporated herein by this reference.
- 2 County will provide Contractor with keys for access to and within the buildings where Contractor will be performing Services. Contractor will be responsible for any lost keys. If it becomes necessary for County to re-key a facility as a result of Contractor's loss of key(s) or termination of this Agreement for cause, Contractor will be responsible for all expenses associated with that process. County will withhold an appropriate amount from its payments to Contractor to cover said expenses.
- 3 Prior to commencing Services, Contractor shall submit a list of names of all employees who will have access to a County facility in the performance of Services. Contractor will perform background checks on employees who will be given access to the facility in the performance of Services. **If Contractor changes and/or adds employees, the Contractor is responsible for performing background checks prior to giving access to a County facility.** Contractor must maintain, and provide to County upon request, background checks and safety data sheets for all chemicals used by Contractor in performing Services. All employee information and safety data sheets must be kept current.
- 4 Contractor shall provide necessary full-time, on-site supervisors, whose time shall not be included in the monthly invoice submitted by Contractor for Services performed hereunder. Contractor shall provide County with the name of such supervisors, and shall identify their employment position with Contractor. Contractor will also provide a telephone answering service for utilization by said supervisors.
- 5 Contractor must have an English speaking representative on-site at each facility during all hours Services are being performed. All employees of Contractor performing said Services must be trained and qualified in custodial work. All such employees must be bondable, and at least sixteen (16) years of age.
- 6 Contractor and employees of the contractor shall not allow entrance of any unauthorized person to any County property. The Contractor shall only allow entry into County property those people named on the County's approved list that have been issued a personal Catawba County ID badge. Contractor shall immediately notify the County when an employee on the approved list is terminated. The County reserves the right to immediately terminate the contract for violation of this section. Contractor and Contractor's employees must wear their personal Catawba County ID badge at all times when performing services under this Agreement.

7 Contractor understands that while performing the services under this Agreement, Contractor and its employees may be in areas where confidential information is stored. Contractor will instruct all employees not to read or access in any way any information that may be within the vicinity of work being performed. Should Contractor accidentally observe any confidential information (Incidental Exposure), including a patient's name or medical information, Contractor shall immediately report it to County. Contractor agrees that its employees who see any patient name or medical information shall not repeat such information to anyone with the exception of making the report as required by this paragraph. Contractor shall indemnify County for all costs, including reasonable attorney's fees, associated with any incident involving the acquisition, access, use or disclosure of confidential information by Contractor, any agent, or subcontractor in a manner not permitted under this Agreement.

8 Contractor will not allow its employees to open desk drawers, cabinets nor to use office equipment, including telephones, for any purpose other than a local emergency phone call. Contractor will not allow any of its employees to smoke on County property at any time.

9 Contractor will ensure that all interior and exterior office doors are locked prior to leaving any facility. All interior lights except those needed for security purposes will be turned off prior to departure.

10 Upon its receipt of an invoice, County will pay Contractor the sum of \_\_\_\_\_ Dollars and no/100 (\$\_\_\_\_\_.00) per month for Services performed at the Catawba County \_\_\_\_\_. Contractor will submit a monthly invoice for Services provided at the facility prior to the last week of each calendar month. County will pay said invoice(s) on the last Friday of each calendar month.

11 The initial term of this Agreement shall be for twelve (12) months, commencing on July 1, 20\_\_, and continuing through June 30, 20\_\_. County shall have the right to renew this Agreement for three (3) additional terms of one year each, upon all the same terms and conditions.

12 Either party may terminate the Agreement, for cause, in the event of the other party's material breach of any term or condition. In the event this Agreement is terminated, payment for work performed shall be made on a pro-rata basis balancing the amount due with the efforts for any loss, damage or injury suffered as a result of any breach of this Agreement. The offending party shall be provided written notification of the alleged default condition, and be allowed ten (10) days to correct same. Failure to so correct, will cause this Agreement to automatically terminate on the thirtieth (30<sup>th</sup>) day following the initial written notice to the defaulting party.

Either party may terminate this Agreement at any time upon thirty (30) days written notice.

The County reserves the right to withhold any portion, or all, of a scheduled payment if the Contractor fails to perform under this Agreement until such breach has been fully cured.

County may terminate this Agreement at any time upon thirty (30) days written notice if County, state or federal funds required for payment for services are withdrawn or significantly diminished.

13 Contractor represents that it has the requisite knowledge, personnel, equipment and experience necessary to perform Services under this Agreement. Further, Contractor represents that it is entering into this Agreement free from any obligation or claim, either for its services or for its employees, which is contrary to the provisions hereof.

14 This Agreement or any right hereunder, shall not be assigned by either party, nor shall any duty hereunder be delegated by either party, without the express written consent of the other party. Any attempted assignment or delegation without such consent shall be void.

15 This Agreement does not constitute Contractor an employee, agent, representative, joint venturer or partner of County for any purpose whatsoever. Contractor is not authorized to make any contract, agreement,

warranty or representation, express or implied, on behalf of County. Neither Contractor, nor any employee or agent of Contractor, has an employment status with County and are not entitled to participate in any benefits extended by County to its own employees. All persons employed by Contractor to perform services hereunder shall be subject to the exclusive direction and control of Contractor, it being the intention of the parties that Contractor and its employees shall remain independent contractors, not subject to the control of County.

16 The work to be performed by Contractor under this Agreement shall be performed entirely at Contractor's own risk. Contractor shall indemnify and save harmless County, its commissioners, employees, agents and representatives from any and all liabilities and claims of every kind, including attorney's fees, to which County may be subjected on account of loss, destruction or damage to property, or on account of injury to or death of persons, including Contractor and persons employed by Contractor, arising out of or in connection with performance of Services. The provisions of this paragraph shall not be applicable to loss or damage caused by the negligent act or omission of County or its employees.

17 Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated by the North Carolina Department of Labor ("NCDOL") as amended. Contractor warrants that it will comply with all safety precautions and practices required by federal, state and local laws, rules, regulations and ordinances, including but not limited to, those requirements related to Personal Protective Equipment ("PPE"), Hazard Communication, and Safety Data Sheets. Contractor shall indemnify County for any claims, damages, injuries to persons or property, fines, penalties, and/or corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, agents, employees and assigns resulting from their failure to comply with such safety rules and regulations.

**18 Contractor's Insurance Requirements:** Contractor will maintain at all times during the term of this Agreement, at the Contractor's sole expense:

- A. Commercial General Liability Insurance: Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$500,000 per occurrence, and \$500,000 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.
- B. Business Automobile Insurance: At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$500,000 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance. If Business Auto Insurance is not provided by Contractor, Contractor must provide proof that each of Contractor's employees has personal automobile insurance with a limit of not less than \$100,000, and Contractor must include driving record checks when obtaining background screenings for its employees.
- C. Workers Compensation & Employers Liability Insurance: At all times while the Contractor's representatives are conducting on-site work, Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Contractor shall also maintain Employers' Liability insurance with limits of not less than \$100,000 per accident and \$100,000 each employee for injury by disease.
- D. General Requirements:
  - 1. Contractor has provided a Certificate of Insurance ("COI") which is attached hereto as Attachment \_\_\_\_\_. Contractor agrees to indemnify County if the insurance policy referenced in the COI does not contain, at a minimum, the coverage amounts listed on the COI.

2. Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
  3. The workers' compensation policy must contain a waiver of subrogation in favor of the County.
  4. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
  5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of sixty (60) days' notice to the County of any material change in coverage, cancellation, or non-renewal.
  6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
  7. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract.
- 19 Contractor shall give immediate written notice to County of all accidents or claims of any kind whatsoever arising out of Contractor's performance under this Agreement, and shall cooperate fully with County or its representatives in the investigation, handling or prosecution of any such claim. By executing this Agreement, Contractor authorizes the release of any police, medical or accident reports to County or County's representative. This release shall survive the termination of this Agreement.
- 20 If Contractor's performance of Services is delayed by a force majeure, Contractor shall immediately notify County of the delay, the reasons therefore and the anticipated duration of any such delay. Contractor's delay in the performance of Services shall be excused only during the duration of such force majeure.
- 21 Any notice to be given hereunder shall be given in writing and delivered personally, or by registered or certified mail, postage prepaid as follows:
- |               |   |
|---------------|---|
| To County     | Catawba County<br>Post Office Box 389<br>Newton, North Carolina 28658 |
| To Contractor | _____<br>_____<br>_____<br>_____                                      |
- 22 Should an adversarial proceeding arise between the parties pursuant to this Agreement, the losing party in any such proceeding shall pay the reasonable expenses, including attorney's fees, of the prevailing party.

- 23 This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in Catawba County.
- 24 The terms and conditions of County's RFP, in response to which Contractor submitted its bid, to the extent not inconsistent with the terms and conditions of this Agreement, are incorporated herein by this reference.
- 25 This Agreement constitutes the entire Agreement and understanding between the parties respecting the subjects covered herein, and shall not be amended orally or by performance. Any amendment must be in writing and executed by duly authorized representatives of County and Contractor.
- 26 This Agreement may be executed in multiple counterparts, with each part so executed being deemed an original, however, collectively constituting but a single document.
- 27 Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 28 The County has established a goal to clean and maintain facilities with chemicals and equipment which are more in line with the Green Seal Environmental Standards. As part of this contract, Contractor is encouraged to use and provide, at the request of the County, a detailed list of the products and equipment, including applicable Green Seal documentation, required to perform the services of this contract.
- 29 This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.
- 30 The individuals signing this agreement hereby warrant that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this agreement or any amendment hereto.

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

CATAWBA COUNTY

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

\_\_\_\_\_  
John Cameron, Facility Services Director

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

\_\_\_\_\_ CLEANING PROFESSIONALS, LLC

By \_\_\_\_\_

**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

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

\_\_\_\_\_  
Mary Morrison, Chief Financial Officer