

**INSTRUCTIONS TO BIDDERS
FOR
JANITORIAL SERVICES
FOR
TOWN of CHAPEL HILL PARKS and RECREATION DEPARTMENT
BID: Q16-97**

- Bids are due in the Purchasing Office at Town Hall, 405 Martin Luther King Jr. Boulevard, Chapel Hill, North Carolina 27514 by 3:00 P.M. on Friday, January 22, 2016.
- All bids received after the time and date specified will not be considered.
- All bids must be submitted on the Contractor Bid form.
- Bidders are asked to provide three references with their bid form that can speak to their cleaning performance.
- Any bid may be withdrawn up until the due date and time set for bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the services set forth in the Contract for Janitorial Services until one or more of the bids have been duly accepted.
- The bidder's attention is directed to the fact that the information submitted on the bid form will ultimately be considered as an integral part of the Contract executed with the successful bidder.
- The submission of a bid from any interested Contractor is in and of itself evidence that the Contractor has (a) examined the Contract for Janitorial Services and Bid Letting Documents Thoroughly, and (b) visited the site (s) where the work is to be performed and familiarized himself with all conditions affecting his bid and the possible performance of the work.

Bid forms must be completed in ink or typewritten. If necessary, additional copies may be obtained from the Contract Coordinator.

All bids shall be in sealed envelopes and marked on the exterior, "Janitorial Services for Chapel Hill Parks and Recreation Department" and addressed to:

Zakia Alam, Purchasing and Contracts Manager
Town of Chapel Hill
405 Martin Luther King Jr. Boulevard
Chapel Hill, NC 27514

Note: If not mailed, bids must be delivered to the Town's Purchasing Office at 405 Martin Luther King Jr. Boulevard, Chapel Hill, NC 27514.

- All bids received will be examined promptly after opening and award will be made at the earliest possible date thereafter.
- The bid of the lowest responsive/responsible bidder(s) will be accepted. The lowest responsive/responsible bidder(s) shall mean the bidder(s) who make(s) the lowest bid, to provide the services set forth in the agreement and who is known to be fit and capable to perform the services bid upon.
- We specifically reserve the right to reject any and all bids, to accept any or all parts of a bid, to increase or decrease the quantity for required services to meet additional or reduced requirements or to re-solicit bids on the required services, or to reject any and all bids and formally advertise for bids on the required services or portions thereof.
- All prospective bidders are to take special notice that performing the work per specifications as well as cost will be an important factor in determining selection of the contractor. Only contractors with a demonstrated ability to render cleaning services will be awarded this contract.
- The successful bidder shall procure and maintain during the life of the contract the following insurance coverage's:

Workers' Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

Special Requirements:

The Town of Chapel Hill is to be named as an additional insured on the Comprehensive General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30 day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Acord 25 (8/84) or similar form meeting the required insurance provisions shall

be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

**Town of Chapel Hill Parks and Recreation Department
Janitorial Contract General Specifications**

EXHIBIT A

I. GENERAL CONDITIONS

CONTRACT PERIOD

The initial term of performance of this contract will be for a period of twenty-four (24) months, beginning on July 1, 2016. Upon mutual agreement between the Town and the Contractor, the contract may be extended for an additional period of one (1) year. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the purchasing agent.

SCOPE OF CONTRACT

To provide a complete and efficient janitorial service including all reasonable and necessary labor, supervision, equipment and supplies to keep the contracted area clean and properly supplied. The contracted areas shall be:

- A. PARKS AND RECREATION ADMINISTRATIVE OFFICE and COMMUNITY CLAY STUDIO: The Parks and Recreation Administrative Offices consist of approximately 1,200 square feet of office space and a 1300 square foot pottery studio, located at 200 Plant Road.
- B. HARGRAVES CENTER and NORTHSIDE GYMNASIUM: The Hargraves Center and Northside Gymnasium consist of approximately 10,000 square feet, located at 216 North Roberson Street.
- C. CHAPEL HILL COMMUNITY CENTER: The Chapel Hill Community Center consists of approximately 12,600 square feet located at 120 South Estes Drive.
- D. HOMESTEAD AQUATIC CENTER: The aquatic center consists of approximately 6,000 square feet, located at 300 Northern Park Drive.
- E. LINCOLN GYMNASIUM: The Lincoln Gymnasium consists of approximately 6,800 square feet, located at 750 Merritt Mill Road.
- F. TEEN CENTER: The Teen Center consists of approximately 2,100 square feet located at 179 East Franklin Street.

All square footage is approximate as is for cleanable space only.

The Contractor shall inspect the buildings and make themselves aware of the existing conditions and the extent of the work to be performed. The buildings are listed above and on the Contractor Bid Form for janitorial services.

CHANGES IN SCOPE OF WORK

The Town may at any time change the scope of work in the contract by written notice to the Contractor, giving therein a date upon which the change shall become effective. On such effective date the Contractor shall make the required changes in operations. Upon receipt of a change notice, the Contractor shall submit to the Contract Coordinator and Center Supervisor an estimate of the change in working hours or increase in cost resulting from said change. The Town shall then provide notice to the Contractor that it consents to the change in scope and increase in costs or that it has determined not to change the scope of work whereby the contract price would remain the same or the parties may negotiate any such changes.

SCHEDULE OF PERFORMANCE

Work will be performed during the hours stipulated in the specifications. The Contractor shall arrange cleaning operations with the Center Supervisors as necessary to avoid interfering with rentals, classes, commission and other meetings during the Contractor's scheduled work hours. The exact number of hours to be worked and exact times will be submitted by the Contractor with his/her proposal.

P&R ADMINISTRATIVE OFFICE and COMMUNITY CLAY STUDIO: Five days per week for Administrative Office, Monday – Friday, between 10:00 p.m. and 3:00 a.m. The Administrative Office closes at 5:00 p.m., Monday – Friday. Six days per week, Monday- Saturday, for the clay studio; schedule varies with the class schedule, but typically closes by 9:30 p.m. most weeknights and by 6 p.m. on Saturdays and Sundays.

HARGRAVES CENTER and NORTHSIDE GYMNASIUM: Seven days per week. The Hargraves Center closes at 9:00 p.m. weekdays; weekend closing time varies. The Northside gym closes at 10:00 p.m.

CHAPEL HILL COMMUNITY CENTER: Seven days per week, between 10:00 p.m. and 3:00 a.m. The Center closes at 9:00 p.m. weekdays, 8:00 p.m. Saturday and 10:00 p.m. Sunday.

HOMESTEAD AQUATIC CENTER: Seven days per week between 11:00 p.m. and 3:00 a.m. Homestead Aquatics Center closes daily at 10:00 p.m.

LINCOLN GYMNASIUM: Seven days per week. Monday – Friday between 10:00 p.m. and 3:00 a.m. and on Friday and Saturday between 6:00 p.m. and 3:00 a.m.

TEEN CENTER: Five days per week. Monday – Friday between 10:00 p.m. and 3:00 a.m. The Teen Center closes at 8:00 p.m. weekdays.

Please note that on occasion facilities close LATER than their normal closing time due to special events or rentals. When this is the case the Center Supervisor will notify you of the later closing time so that you can arrange for cleaning to begin *after* the event.

TOWN HOLIDAY SCHEDULE

The Administrative Office, Community Clay Studio, Chapel Hill Community Center, Hargraves Center, and the Teen Center are closed for all Town holidays. All facilities are closed on Christmas Day, December 25.

Below is the holiday and reduced hours schedule for the remaining facilities.

Town Holiday	Dates 2016	Dates 2017	Northside Gym	Homestead Aquatic	Lincoln Gymnasium
Independence Day	July 4 (Mon.)	July 4 (Tues.)	9:30 am – 6 pm	Regular hours	Closed
Labor Day	September 5 (Mon.)	September 4 (Mon.)	9:30 am – 6 pm	Regular hours	6-9 pm
Thanksgiving	November 24 & 25 (Thurs. & Fri.)	November 23 & 24 (Thurs. & Fri.)	11/22 closed 11/23 9:30 am – 6 pm	Regular hours	11/24 closed 11/24 6-9 pm
Christmas Holiday	December 23, 26, & 27 (Fri., Mon., & Tues.)	December TBA	9:30 am – 6 pm	Regular hours	6-9 pm
Christmas	December 25 (Sun.)	December 25 (Mon.)	Closed	Closed	Closed
New Year's Day	January 1 (Fri.)	January 1 (Sun.)	Closed	Regular hours	6- 9 pm
MLK Jr.	January 18 (Mon.)	January 16 (Mon.)	Closed	Regular hours	6- 9 pm
Good Friday	March 25 (Fri.)	April 14 (Fri.)	9:30 am – 6 pm	Regular hours	6- 9 pm
Memorial Day	May 30 (Mon.)	May 29 (Mon.)	9:30 am – 6 pm	Regular hours	6- 9 pm

SUBCONTRACTING

Subcontracting any part or the entire contract is not permitted.

CONTRACT COORDINATION AND INSPECTION

The overall primary Contract Coordinator for this contract is Lisa Baaske, Administrative Coordinator, Chapel Hill Parks and Recreation. Lisa may be reached at (919) 968-2791 or by email at lbaaske@townofchapelhill.org.

It will be the responsibility of the Contractor to coordinate with Center Supervisors regarding the specific work at their facility. Center Supervisors for each facility are:

Administrative Office & Clay Studio: Lisa Baaske, Administrative Coordinator, 919-968-2791
lbaaske@townofchapelhill.org

Hargraves Center and Northside Gym: Nate Davis, Center Supervisor, 919-932-2965
ndavis@townofchapelhill.org

Chapel Hill Community Center: Lizzie Burrill, Center Supervisor, 919-968-2798
eburrill@townofchapelhill.org

Homestead Aquatics Center: Robb English, Aquatics Supervisor, 919-968-2789
renglish@townofchapelhill.org

Lincoln Gymnasium: Bernard Leach, Athletic Supervisor, 919-968-2734
bleach@townofchapelhill.org

Teen Center: Samathryn Witham, Teen Program Coordinator, 919-968-2841
switham@townofchapelhill.org

It will be the responsibility of the Contractor to contact each Center Supervisor once a month and schedule all special work through this person.

INSPECTION AND WORK CONFERENCE

The Contractor shall accompany an appointed representative of the Town on special inspections of the work at any time during business hours of the Town. The Town reserves the right to make determinations as to whether service is being performed satisfactorily. The Contractor will meet with the appointed Town representatives for a conference and tour to evaluate the performance of the contract as needed.

COMPLAINTS AND RESPONSES

The Contractor shall correct all complaints and supply requests for services within a 24-hour time period, or sooner as deemed necessary by the Center Supervisors. All complaints, both major and minor, shall be investigated by the Contractor during the same working day, when feasible. Any complaint which cannot be corrected during the same working day or which cannot be dealt with because of reasons beyond the Contractor's control shall be specifically reported to the Center Supervisors.

The Town reserves the right to deduct fees from the monthly payment for deficient work, work not performed, and work which is not satisfactorily corrected within a reasonable period. Should the Town choose to deduct part of the monthly fee, the Contractor will be notified of the reason for, and the amount of the deduction in writing. Written notice of any deduction will be faxed, emailed or mailed to the Contractor within three days of the incident.

Deductions for poor service or services which have been omitted will be determined by the Facility Supervisor and will be based on the impact the omission or poor quality service has on the facility and the frequency of such.

Upon written notice, uncorrected complaints, if considered reasonable by the Center Supervisors, shall be cause for any and all of the following actions by the Center Supervisors and/or Contract Coordinator:

- A. To obtain the services from within its own staff or from another source without prior notice to the Contractor. Costs for these services will be charged to the Contractor and deducted from its next pay request.
- B. To cancel the contract as outlined in this contract.

BILLING AND PAYMENT

The Contractor shall submit a bill to the Town for work performed under this contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the Contract Coordinator and/or the Center Supervisors.

TERMINATION

The Town may terminate this contract at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty (30) days prior written notice by the Contract Coordinator. Unsatisfactory performance by the contractor shall be defined as, frequent and systemic violations of the terms of the contract, such as failure to perform all tasks as described, failure to clean during the hours specified and failure to resolve deficiencies in a timely manner after notification.

Such cancellation notice shall be made by certified mail (return receipt requested) and either received or refused at the office of the Contractor. Upon cancellation, the Contractor's payment for services performed shall be held for a period not to exceed sixty (60) days. During this period, the Center Supervisors and/or Contract Coordinator will assess any costs or damages due the Town. The Contractor will be liable for any damages due and for excess costs of obtaining the services for the balance of the original contract period.

The Town may suspend or terminate the contract without notice for serious safety and/or security violations.

The Contractor may terminate this contract with thirty (30) days written prior notice. Such cancellation notice shall be made by certified mail to the Contract Coordinator. In the event the Contractor terminates this Agreement, the expenses, which the Town incurs as a result of securing a new contract, shall be deducted from any payments owed to the Contractor by the Town.

The Contractor will be required to provide to the Town, upon termination, an executed release of lien before final payment is processed.

LIABILITY

The Contractor shall assume liability of damage or loss resulting from the wrongful act(s) and/or negligence of its employees while they are on Town-owned premises. The Contractor or his insurer shall reimburse the Town for any such damage or loss within thirty (30) days after a claim is submitted.

PLACE OF BUSINESS

Janitorial Services for Parks and Recreation Department
Bid: Q16-97, Town of Chapel Hill, North Carolina
December 29, 2015

The Contractor will maintain a 24-hour telephone answering service and provide contact within one hour by a responsible management official of the firm on a 24 hour-a-day, seven day-a-week basis. Contractor shall be available by cell phone and have a functioning email address during all times of this contract where Center Supervisors and the Contract Coordinator can communicate with the Contractor. During times when the Contractor is unavailable the Contractor shall designate a responsible management official and provide the Contract Coordinator with contact information.

The Contractor shall email the Contract Coordinator a minimum of once weekly to coordinate any service concerns and shall be available for building inspections with Center Supervisors and/or the Contract Coordinator at least monthly.

If, as a result of the Contractor's failure to comply with this provision, the Town is required to engage Town personnel or other outside contractors to complete work which would have been required of the Contractor under this contract, the Contractor shall have deducted from the next invoice, payment of the entire cost of such substitute services (for instance by reason of Contractor's employees failure to show up for work).

GENERAL CONDITIONS

- A. This agreement embodies all representatives, rights, duties, and obligations of the parties. Any prior oral or written agreements not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- B. The Contractor shall be properly licensed and shall have been established in the janitorial service contracting business for a minimum of three (3) years in North Carolina.
- C. The Contract shall furnish all supplies and equipment necessary to perform the services required by this contract.
- D. The Contractor agrees not to use any cleaning materials or equipment for the work under this agreement that does not meet the necessary requirements for the public safety and the safety of the Town of Chapel Hill employees.
- E. The work shall be performed so as to minimize inconvenience to the Town. Throughout the duration of the agreement, the Contractor shall maintain access to the buildings as required by the Town, unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs, barricades, and warning devices to ensure safe passage for pedestrian traffic at all times.
- F. The Contractor shall make necessary provision to protect all work areas and shall be responsible for full restoration of any damages and costs of restoration to the work areas. All damages to the work areas, incidental to the performance of the work described in the entire documents shall be repaired or replaced by the Contractor.
- G. The Contractor shall make necessary provision to protect structures and property from any and all damage arising out of, relating to, or resulting from this work.
- H. The Town will supply to the Contractor, light, heat, power, and water as may be required for the cleaning of the building premises.

- I. The Contractor shall at all times, keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work, and at the completion of the Agreement. Contractor shall remove all supplies and/or materials belonging to Contractor from and about the building and all tools, leaving the premises clean.
- J. The Contractor, upon completion of this Agreement, and before final payment is authorized by the Town or its Contract Coordinator, may be required to furnish the Town (at the Town's option) an affidavit certifying that all charges for labor, materials and any other expenses incurred by the Contractor pertaining to the execution of this Agreement have been paid in full, to the end and that no liens of any kind or character may be affixed against the above properties. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor submits (at the Town's option) satisfactory releases of liens or claims for liens by the Contractor, laborers, and materials suppliers under his control.

SECURITY

Access to the buildings shall be granted by issuing keys to the Contractor and the Contractor will be required to sign upon receipt for the key(s). The Town will duplicate keys at the Contractor's expense, and the Contractor will not be allowed to duplicate any keys for any reason. The Contractor will immediately report any lost, stolen or misused keys. If the contract is terminated, the Contractor is to return all keys immediately.

The Contractor will be responsible for securing the facility as he leaves or at specified times. The Contractor will be given an alarm code and instructions for arming/ disarming the alarm.

The following alarm and security protocols are to be followed:

- False alarm activations are to immediately be called into the alarm monitoring station and resolved.
- Contractor will know how to 'bypass' an alarm fault to arm the facility and will do so if needed. In these instances the Contractor will notify the Facility Supervisor by phone or email within one hour of the facility opening.
- If the Contractor cannot arm the alarm the Facility Supervisor will be notified by phone or email within one hour of the facility opening.
- If the facility cannot be locked or secured (i.e. broken window) the Facility Supervisor will be immediately notified. Contractor will remain on site until a P&R staff person can arrive to secure the building.

Security protocols which are not properly handled will result in a charge to the Contractor of \$25 per incidence.

Any problems occurring on the premises which are reported to the police are also to be reported to the Facility Supervisor.

Only the Contractor's employees (no friends, family members, etc.) are permitted on site when services are performed.

CONTRACTOR'S PERSONNEL

The Contractor must supply the Town with a list of employees who will perform services in the buildings, and will provide a revised list with any employee change.

The Contractor shall be responsible for instructing its employee as to the rules and regulations governing the buildings, including all emergency equipment and phone numbers of emergency personnel.

GENERAL SUPERVISION OF EMPLOYEES

The Contractor agrees to be responsible for and shall provide general supervision of all of its employees working under this contract. The Contractor shall ascertain that all of its employees abide by the following rules:

- A. They shall be of good integrity and character.
- B. They will not be employees of the Town of Chapel Hill, or former employees of the Town of Chapel Hill who were terminated for cause.
- C. They will have no convictions for violent crimes (homicide, rape, robbery, assault, sexual offense, etc.) or property crimes (burglary, larceny, shoplifting, etc.) for the last ten years. The Contractor will present the results of a criminal records search for employees (going back ten years) to the Contract Coordinator. This will be done annually
- D. They shall not disturb any papers, boxes or other materials except those in trash receptacles or designated areas for trash, or unless such material is properly identified as trash.
- E. They shall report any property loss or damage to their Supervisor immediately. The Supervisor shall report in writing, such damage to the Center Supervisors or Contract Coordinator within 24 hours. Written notice of the incident will be faxed, emailed or provided in hardcopy, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
- F. They shall not open drawers, file cabinets, turn on any computers or use other office equipment. They are allowed to use designated telephones only to page their supervisor while on duty or to call the alarm company's toll-free phone number in response to an alarm activation. They are not allowed to make long distance phone calls.
- G. They shall not leave keys in doors or admit anyone into the building or office who is not a designated employee of the Contractor. All doors, which were locked upon entry, will be immediately relocked. All buildings with alarm systems will be turned on when leaving.
- H. They shall not engage in idle or unnecessary conversation with Town employees, other employees of the Contractor, tenants or visitors to the building.
- I. They shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's or tenant permission. Trash items are to be placed in dumpsters or trashcans designated for that purpose. Cardboard shall only be disposed of in designated cardboard recycling containers.
- J. Upon written request of the Contract Coordinator to the Contractor, any Contractor's employees who fail to abide by these or other rules established by the Coordinator will be immediately pulled off the job and replaced.

EQUIPMENT AND SUPPLIES

The Contractor shall provide all equipment, paper products, hand liquid or foam soap, and cleaning supplies (adequate in kind, quantity and quality) for professionally performing these services in a manner that is satisfactory to the Town's Contract Coordinator and Center Supervisors.

The Contractor will provide town staff access to additional toilet paper and trash bag supplies so that we may replenish supplies during high volume times (such as day camp).

The contractor shall use paper products that have at least 50% post-consumer recycled content and the paper towels shall be bleach-less. In addition the Town requires that all toilet tissue that is used to be two-ply.

The Contractor will provide the Contract Coordinator with a detailed list of all products used at each location, their proposed use, and 2 copies of product SDS *before* the commencement of work. One copy will be for the Contract Coordinator and one copy for the Center Supervisors. All products must be approved by the Contract Coordinator and/or Center Supervisors, and the Contractor must use only the approved products for their designated uses. Specific products may be required to clean specific surfaces. Soap will not be provided for use in locker room showers.

All products (chemicals) shall be kept in a properly labeled container and a Safety Data Sheet (SDS) kept on each item. There will be a clearly marked SDS notebook in each building's janitorial closet. Any changes/deletions to the product list will require Contract Coordinator notification, and for new products, 2 copies of SDS provided to the Contract Coordinator.

The Contractor shall keep all janitor closets, storage rooms and other space assigned to his use clean, mopped dry, orderly, and locked at all times. Storage areas may not be used to store non-janitorial items. Exceptions for alternative storage locations shall be made only with prior written permission from the Center Supervisor. If the janitorial closet is not kept clean and orderly, the Contractor will receive one written warning from the Center Supervisor and given 3 days to remedy the situation. If the closet is not clean and orderly by that date a deduction of \$25 per day will be taken.

All mop heads must be kept in a condition that are clean and odor free or be replaced. Janitorial cleaning mops, brooms and buckets shall be marked separate from general purpose equipment at each facility. The Contractor will provide clean, untreated dust mop heads to clean all gym floors. These dust mop heads will be changed on a weekly basis and left in an agreed upon location for pick up. The contractor will be responsible for arranging mop head pickup with supplier, and for notifying Center Supervisors of pickup schedule.

PERFORMANCE OF EXTRA SERVICES

The Contractor shall, upon written or oral request from the Town, perform extra services. The Contractor shall be entitled to charge for such services at the rate of **\$XX** per hour (TBA after bid award), per employee. Requests for payment for additional services shall be submitted no later than the next regular monthly invoice and should be specifically identified as services rendered over and above contract provisions.

DISPOSAL OF RECYCLABLES

This contract does not include the handling of recyclables except for flattened cardboard boxes which have been placed within two feet of trash cans. These are to be removed and placed in the designated cardboard recycling container.

FACILITY CLOSURE

If a facility is closed for a period of time so that the Town's Public Works Department can perform annual maintenance, the Contractor will not be expected to provide services. Monthly service fees for this time will be prorated.

If, due to maintenance or repair needs, a *portion* of a facility is to be closed and a reduction in janitorial services needed, the Facility Supervisor will notify the Contractor in writing, giving as much notice as possible. The Facility Supervisor and Contractor will confirm in writing the dates and exact reduction of services that is to occur, and the agreed upon reduction in service fees. All efforts will be made to complete this confirmation prior to the reduction in services.

II. CLEANING SERVICE SCHEDULES

The Contractor must provide the following services, as the schedule specifies. The following tasks must be accomplished during the specified times at each of the listed facilities. Some special requirements (times and services) are necessary at several of the facilities. These requirements will be spelled out thoroughly in Special Instructions for Facilities. Facilities will require the completion of a daily check list and left for the Center Supervisor. Center Supervisors will inspect the premises on a random basis to ascertain whether the services are being provided.

DAILY CLEANING

- A. Spot clean glass surfaces including entrance glass, glass doors and glass partitions.
- B. Vacuum all floor doormats.
- C. Empty all exterior trashcans located within 20 feet of entry doors and deposit in outside dumpsters. Change trashcan liners as needed.
- D. Sweep and/or dust mop all uncarpeted floors (including halls, stairwells, stairwell ledges, lobbies, offices, and entrances areas.) Damp mop as needed to keep floors clean, dirt-free, scuff-free, trash-free, and dust-free. Remove all gum.
- E. For 'Saniglazed' floors, clean according to manufacturer's instructions.
- F. Vacuum all carpeted floors; remove loose paper, pins, clips, and other trash. Remove spots and stains on carpet; remove gum.
- G. Spot clean noticeable spills and drips from walls and doors.
- H. Empty all interior trash cans (except designated and labeled blue and green recycling cans) and deposit trash in designated outside dumpsters. Plastic liners are to be used and tied down to the tops of the cans. All plastic liners stained with food residues will be replaced daily, otherwise all plastic liners will be changed as needed.
- I. Clean and disinfect water fountains; clean outside.
- J. In all restrooms, kitchens, showers, locker rooms, family changing rooms, and sink areas, the following services must be performed:

1. Replenish all restroom and kitchen supplies. The Contractor must furnish sufficient quantities to last all day, including replenishment during the day, as necessary. The contractor will supply paper toilet seat covers at designated facilities and stock baby changing table liners to all restrooms with baby changing tables. Kitchen areas must be supplied with paper towels.
 2. Damp wipe and polish all chrome surfaces and mirrors.
 3. Replenish baby changing pads in changing stations.
 4. Clean, deodorize and disinfect inside and outside toilets, seats and urinals.
 5. Disinfect all handles on stall doors, grab bars and disinfect and deodorize drains.
 6. Clean and sanitize sinks, faucets, countertops, shower areas, floors and baby changing stations; remove hair from shower drains.
 7. Empty all trash cans and sanitary napkin dispensers; liners are to be used.
 8. Sweep mats. Sweep and mop floors with approved disinfectant cleaner.
 9. Remove used soap and toiletry containers (i.e. shampoo bottles) and put in trash.
- K. Clean tabletops in conference and meeting rooms.
- L. Gym floors must be dust mopped, all gum and trash removed from the floors. A special microfiber dust mop (or regular mop with approved gym floor daily cleaner, such as Hillyard's Super Hil-tone) must be used to clean the gym floors.
- M. Place any items left by patrons (i.e. swimsuits, towels, eyeglasses, jewelry, etc.) in the area designated by the Center Supervisors.
- N. Clean and pick-up outside areas around trash disposal containers.
- O. Notify the Center Supervisors if graffiti is found on the premises. Certain types of graffiti require a police report and must be documented before removal, therefore, confirm with Center Supervisors on how to proceed. If graffiti will not come off, the Center Supervisors should be notified immediately.

WEEKLY SERVICES

- A. In common areas (lobby, meeting and conference room, copy room, etc.) remove dust from all surfaces; dust telephones, chairs, file cabinets, pictures, wall plaques, countertops, bookshelves, ledges on walls and doors, window ledges and other surface areas including fire alarm covers, extinguishers, fixtures and lamps.
- B. Perform high dusting; remove cobwebs and dust blinds.
- C. Spot clean walls, light switches, doors, woodwork, ledges, countertops, etc. to remove stains and smudges.
- D. Completely clean all glass partitions, glass walls, glass doors, and glassed in areas in entrance foyers.
- E. Dust and wipe down the tops of lockers.
- F. Pour water into restroom floor drains to prevent sewer odors.
- G. Spot clean shower curtains.
- H. Change all dust mop heads and leave a clean untreated dust mop head and frame in a designated location.
- I. Clean under raised vending machines, newspaper racks and tables.

THREE TIMES PER WEEK

- A. On Tuesday, Thursday and Saturday nights, the Community Center Gym floor will be damp mopped using a microfiber mop head and approved gym floor cleaner. Special attention will be given to remove climbing wall chalk dust.

BI-WEEKLY SERVICES

- A. Thoroughly spray buff all tile, linoleum, polished stone and terrazzo floors (or as needed to keep clean).

MONTHLY, QUARTERLY AND SEMI-ANNUAL SERVICES NOTIFICATION

The Contractor will notify the Center Supervisors in advance to make arrangements for monthly, quarterly, and semi-annual services schedule.

MONTHLY SERVICES

- A. Vacuum upholstered furniture and spot clean if needed.
- B. Disinfect mats in gymnasiums.
- C. Spot clean baseboard molding.
- D. Clean and wipe down inside and outside of lockers.
- E. Thoroughly wash and disinfect all restroom walls, air vents and partitions.

QUARTERLY SERVICES

- A. Strip and clean rubber floor tiles and seal according to manufacturer's instructions.
- B. Thoroughly wash and disinfect locker room walls, air vents and partitions.
- C. Check interior trash cans; wipe/clean and disinfect as needed.
- D. Remove dust from outside plate of ceiling/wall vents and air returns.
- E. Clean, wax and polish all wood furniture, wood trims on furniture, wood trim and other wood accessories in common areas (lobby, meeting and conference room, copy room, etc.).
- F. Northside Gymnasium locker rooms mats must be removed, soaked in bleach or appropriate cleanser overnight to remove all scum and bacteria, and returned to their original positions.

SEMI-ANNUAL SERVICES

- A. TWICE A YEAR: Top scrub all floor tile and linoleum floors with soap water/or appropriate cleaner and rinse. Re-wax and buff to keep floors clean and shiny.

ANNUAL ELECTIVE SERVICES

The following annual services are elective at the discretion of each Center Supervisor and are not included in the base bid price of custodial services. These services shall be bid as separate items, and may be performed annually, or more frequently, or not at all, at the discretion of the Center Supervisors.

If requested by a Center Supervisor, the Contractor shall submit a proposed schedule for annual services to the Center Supervisor with a copy to the overall Contract Coordinator, within 30 days. The Center Supervisor shall approve this schedule or make any changes and return it to the Contractor within two weeks. The Center Supervisor may cancel any scheduled services within two weeks written notice otherwise, the Contractor is authorized to deliver the service in accordance with the approved schedule. The Contractor must report completion of annual services to the Center

Supervisor so that the services can be inspected after completion. The Contractor should notify the Center Supervisor of any changes in the approved schedule when work is completed.

- A. Wash and dry all windows inside and out.
- B. Completely sweep, strip, re-wax and buff all tile and linoleum floors. Terrazzo, rubber tile and polished stone floors shall not be waxed or have caustic strippers applied, but shall be cleaned and sealed in accordance with manufactures maintenance recommendations.
- C. Shampoo, steam or dry chemical clean all carpet (aside from as needed spot cleaning).
- D. Wash window blinds (blinds are to be removed from windows, cleaned, dried and replaced).

If any type of normal janitorial duties has been inadvertently omitted, the contract is to be interpreted to include same.

SPECIAL INSTRUCTIONS FOR FACILITIES and CUSTODIAL STORAGE SPACE

- A. PARKS AND RECREATION ADMINSTRATIVE OFFICE and COMMUNITY CLAY STUDIO: The Contractor shall be afforded a 4 X 6 foot of storage space in the studio area.

Special Safety Measure for the Community Clay Studio: The dust associated with clay contains silica. Since airborne silica dust is a health hazard, custodial staff working in the clay studio must wear protective masks or respirators. **It is the Contractor's responsibility to consult the OSHA standards and to ensure that their employees are provided with and use the correct level of protection for this hazard.**

Daily:

The Community Clay Studio floor will be wet mopped so that no clay debris or film remains.

Restrooms: Damp wipe/disinfect all handprints around door handles and frames, light switches, etc.

Quarterly:

Deep Clean the Community Clay Studio floor: Town staff will remove items from the floor so the Contractor can clean areas that are not normally accessible. The entire studio floor will be cleaned so that no clay or clay debris remain.

- B. HARGRAVES CENTER AND NORTHSIDE GYMNASIUM: The Contractor shall have the exclusive use of one custodial closet in the Hargraves Center, and one in the Northside Gymnasium.

Special Instructions:

Daily:

- Sweep the porch and all steps outside the entrance to the Hargraves Center.

Three times per week:

- Northside Gymnasium – collapse telescoping bleachers, remove trash and clean the space where the bleachers stood.

- C. CHAPEL HILL COMMUNITY CENTER: The Contractor shall have the exclusive use of the custodial closet located near the shower room entrance.

Special Instructions:

Daily:

- Sweep under portable bleachers and remove trash.
- Disinfect the surfaces of weight scales.

Weekly:

- Gym storage room: pick up trash and sweep floor.
- Locker room: spot-check and remove mold and mildew from tiles, walls and ceiling.

Monthly, during the first week of the month:

- Meeting room storage closet: Sweep and mop floor.
- Gym storage room: wet mop.
- Clean the meeting room 'hazard' mirror.

- D. HOMSTEAD AQUATIC CENTER: The Contractor shall have the exclusive use of an 8 X 10 foot custodial closet.

Special Instructions:

The entrance floor is terrazzo with inlaid glass and brass. Clean with mild detergent.

Weekly:

- Clean out the recessed area under the entrance mats.

Monthly:

- Top scrub locker room and family changing area floors so that grout lines are clean.

- E. LINCOLN GYMNASIUM: The Contractor shall have the exclusive use of the custodial closet located near the bathroom on the main floor of the gymnasium.

Special Instructions:

Monthly, during the first week of the month:

- Collapse telescoping bleachers, remove trash and clean the space where the bleachers stood.

- F. TEEN CENTER: There is no custodial closet at the Teen Center.

Special Instructions:

- The Teen Center will be cleaned daily on weekdays.
- Perform high dusting throughout the facility.

Proposal Sheet for Janitorial Services for 2016-2018 for Parks and Recreation Department Town of Chapel Hill, North Carolina

BASIC MONTHLY SERVICE							
	Admin. Office & Clay Studio	Hargraves Community Center	Northside Gym	Chapel Hill Community Center	Homestead Aquatic Center	Lincoln Gymnasium	Teen Center
Basic Service per month							
OPTIONAL SERVICES							
	Admin. Office & Clay Studio	Hargraves Community Center	Northside Gym	Chapel Hill Community Center	Homestead Aquatic Center	Lincoln Gymnasium	Teen Center
Wash & dry windows, inside & out							
Strip, wax and buff floors							
Shampoo carpets							
Clean window blinds							
Hourly rate for Special Service Call Backs (two hour minimum):							

Bid Form:
Janitorial Services for 2016-2018 for Parks and Recreation Department
Town of Chapel Hill, North Carolina
Bid: Q16-97

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

1. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications of the work and contract documents relative hereto, and has read all special provisions furnished prior to the openings of the bids, that he has satisfied himself relative to the work to be performed.
2. The Bidder further declares that he has received and examined the Janitorial Services Instructions, Bid Letting Documents and General Specifications, and will abide by these requirements in performing the work.
3. The Bidder proposes and agrees, if this proposal is accepted, to contract with the Town of Chapel Hill, in the form of contract provided, to furnish all necessary materials, equipment, and machinery, means of transportation, and labor necessary to complete the janitorial services in full and to complete in accordance with the general specifications, and contract documents, to the full and entire satisfaction of the Town of Chapel Hill with a definite understanding that no money will be allowed for extra work except as set forth in the Contract documents. In return for the services accomplished pursuant to the Contract, the Bidder will receive the sum of:

I. TOWN OF CHAPEL HILL PARKS AND RECREATION DEPARTMENT

TOTAL MONTHLY BID FOR THE ADMIN. OFFICE & CLAY STUDIO:

_____ Dollar (\$_____).

TOTAL MONTHLY BID FOR THE HARGRAVES COMMUNITY CENTER:

_____ Dollars (\$_____)

TOTAL MONTHLY BID FOR THE NORTHSIDE GYM:

_____ Dollars (\$_____)

TOTAL MONTHLY BID FOR THE CHAPEL HILL COMMUNITY CENTER:

_____ Dollars (\$_____)

TOTAL MONTHLY BID FOR THE HOMESTEAD AQUATIC CENTER:

_____ Dollars (\$_____)

TOTAL MONTHLY BID FOR THE LINCOLN GYMNASIUM:

_____ Dollars (\$_____)

TOTAL MONTHLY BID FOR THE TEEN CENTER:

_____ Dollars (\$_____)

- A. The Bidder further proposes and agrees hereby that the work may commence July 1, 2016 as the beginning time.
- B. The undersigned Bidder hereby agrees that the Town of Chapel Hill reserves the right to reject any and all bids when such rejection is in the best interest to the Town of Chapel Hill taking into consideration the past performance of the Bidder, the ability to perform to work specified, the starting date and completion time, and all other pertinent facts.

Respectfully submitted the _____ day of _____, 2016.

BY:

Firm Name and Address	
Signature of bidder	
Printed name & title	

SAMPLE CONTRACT

**CONTRACT FOR
STATE OF NORTH CAROLINA**

COUNTY OF ORANGE

This Contract is made and entered into by and between the “Town of Chapel Hill”, herein “Town”, and “{Contractor’s Full Legal Name}”, herein “Contractor”, for services hereinafter described for the Town of Chapel Hill. This Contract is for {Description of Services to be Provided Under This Contract}.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor’s services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount}. Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
6. Insurance Provisions: The Town requires evidence of Contractor’s current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for Comprehensive General Liability and Business Automobile policies. The required coverage limits are: 1) Comprehensive General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.
7. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.

Janitorial Services for Parks and Recreation Department
Bid: Q16-97, Town of Chapel Hill, North Carolina
December 29, 2015

10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: In the event that the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
17. Term: This Contract, unless amended as provided herein, shall be in effect until { _____ }, 20{_____}.

[SIGNATURES ON FOLLOWING PAGE.]

This Contract is between the Town of Chapel Hill and {Contractor's Full Legal Name} for {Description of Services to be Provided Under This Contract}.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

{CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

WITNESS

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the ____ day of _____, 20 ____.

Approved as to Form and Authorization

TOWN LEGAL STAFF

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

FINANCE OFFICER

DATE