



147-CustodialServ  
Statement of Qualifications and Requests for Proposals  
Custodial Management Services

Asheboro City Schools will receive request proposals for Custodial Services at:

1126 South Park Street  
Asheboro, NC 27203  
336-625-5104  
[ekeller@asheboro.k12.nc.us](mailto:ekeller@asheboro.k12.nc.us)

**IMPORTANT NOTICE TO ALL BIDDERS / PROPOSERS:** Asheboro City Schools reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in ACS's best interest. Bids / proposals will not be considered for award if received by Asheboro City Schools after the official closing date and time.

**ASHEBORO CITY SCHOOL SYSTEM  
REQUEST FOR PROPOSALS FOR  
CUSTODIAL MANAGEMENT SERVICES**

Proposal will be for a twelve (12) month period beginning on or about July 1, 2021 and ending June 30, 2022. The proposal includes an option to renew for four consecutive one year periods upon mutual agreement between ACS and the successful vendor.

The requirements for submitting a proposal are stated in the Request for Proposal (RFP). All inquiries regarding this RFP should be directed to Ed Keller.

All proposals are due at the ACS Administrative Office, 1126 South Park Street, Asheboro, NC 27203, no later than April 29, 2021, 2:00 PM. There will not be a public opening.

A mandatory pre-proposal conference will be held on March 24 at 10:00 AM in the central office boardroom for all interested bidders. Required site visits will follow this meeting.

Proposals may not be withdrawn for a period of sixty (60) days from the date of the bid opening.

Minority businesses are encouraged to submit bids for this project. The ACS Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3.

The Board reserves the right to reject any or all bids presented and to waive any informalities and irregularities.

ACS reserves the right to reject any and all proposals not considered to be in the best interest of ACS, to negotiate with one or more of the companies submitting proposals, or to reject all proposals.

### 1) Scope of Work

ACS currently requires custodial management services be provided for all facilities. The details of custodial duties required by ACS are outlined in Attachment A.

The employees will perform their regular duties Monday through Friday unless otherwise requested by the ACS Point of Contact.

### 2) Attachments

The Attachments below are incorporated into and made a part of this Request for Proposals (RFP).

Attachment A Scope of Services

Attachment B Employee Work Rules

Attachment C Insurance Requirements

Attachment D Addenda Receipt Confirmation Form

Attachment D1 & D2 Proposal Pricing Submittal Forms

Attachment E Custodial Services References

Attachment F Facility Addresses

Attachment G Current ACS Staffing

Attachment H District Floor Plans

### 3) Definitions.

As used in this RFP, the following terms will have the meanings set forth below:

ACS	Asheboro City Schools, Asheboro, NC
ACS Point of Contact	Person designated by ACS to act as a liaison between ACS and the awarded vendor, representing the interests of the district.
Supervisor of Record	Person designated by the awarded vendor to act as a liaison between the vendor and ACS, representing the interests of the vendor.
Contract	A contract executed by ACS and the vendor for all or part of the products and services covered by this RFP.
Workday	Defined as any day of the week for this RFP.
Employees	Current ACS staff and vendor's employees

### 4) Schedule and Process.

Date	Event
March 8, 2021	RFP Issued
March 24, 2021 10:00 AM	Mandatory Pre-Proposal Conference & Required site visits
April 7, 2021	Questions Due to ACS
April 12, 2021 5:00 PM	Response to questions available
April 29, 2021 2:00PM	RFP Responses Due
May 13, 2021	To ACS Board of Education for Approval
July 1, 2021	Begin Contract

### 5) Proposal Conditions.

The following terms are applicable to this RFP:

a) This RFP does not constitute an offer by ACS. ACS reserves the right, in its sole discretion, to reject any or all proposals in response to this RFP, to waive any irregularities or informalities in a proposal, and to enter into any agreement deemed by ACS to be in the best interest of the district. ACS reserves the right to discuss and negotiate with the selected vendor any terms and conditions in the proposals including but not limited to financial terms.

**b) Reservation of Right to Change Schedule.**

ACS will ultimately determine the timing and sequence of events resulting from this RFP and reserves the right to delay the closing date and time for any phase of the schedule if ACS staff believe that an extension will be in the best interest of the district.

**c) Reservation of Right to Amend RFP.**

ACS reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interest of the district. Any amendment will be sent to each vendor in the form of an Addendum. Vendors are required to acknowledge their receipt of each amendment by using the Addenda Receipt Confirmation Form issued for this proposal set forth in Attachment D.

**d) Vendor Responsible for Costs.**

The vendor, and not ACS, is responsible for all costs associated with preparing a proposal, including but not limited to travel, presentations, site inspections, discussions, meetings, or negotiations.

**e) ACS' Right to Terminate Discussions.**

The vendor's participation in this process may result in ACS selecting the vendor to engage in further discussions. Further discussions, however, do not signify a commitment by ACS to execute an agreement or to continue discussions. ACS may terminate discussions at any time and for any reason.

**f) Requirement for Representation as to Accuracy and Completeness of Proposal.**

Each vendor must make the following representations and warranty in its Proposal Cover Letter, **“The information contained in this proposal or any part thereof, including its Attachments, Schedules, and other documents and instruments delivered to ACS is true, accurate, and complete, and is intended to provide ACS with all requested information necessary to evaluate the vendor's capability to fulfill the specified requirements.”**

**g) Trade Secrets/Confidentiality.**

Upon receipt by the ACS Purchasing Department, your proposal is considered a public record except for material which qualifies as “trade secret” information under N.C. General Statute 66-152 et. seq. Following the receipt of proposals, ACS' Finance Department, as well as other ACS staff and members of the general public who submit public records requests will have access to your proposal. To properly designate material as trade secret under these circumstances, each vendor must take the following precautions: **(a) any trade secrets submitted by a vendor should be submitted in a separate, sealed envelope marked “Trade Secret- Confidential and Proprietary Information-Do Not Disclose Except for the Purpose of Evaluating this Proposal;” and, (b) the same trade secret/confidentiality designation should be stamped on each page of the trade materials contained in the envelope.**

In submitting a proposal, each vendor agrees that ACS may reveal any trade secret materials contained in such response to all ACS staff and ACS officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by ACS to assist in the selection process. Furthermore, each vendor agrees to indemnify and hold harmless ACS and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the vendor had designated as a trade secret. **Any vendor that designates its entire proposal as a trade secret may be disqualified.**

**h) Statutory Requirements.**

Any contract awarded as a result of this RFP will be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

**i) Additional Evidence of Capability.**

Vendors must be prepared to present additional evidence of experience, qualifications, ability, products, service facilities, and financial standing if requested by ACS.

**j) No Collusion or Conflict of Interest.**

By responding to this RFP, the vendor affirms that the Proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

**k) Proposal Terms Firm and Irreversible.**

The signed proposal is considered a firm offer on the part of the vendor; however, ACS reserves the right to negotiate prices and services. The vendor chosen for an award should be prepared to have its proposal and any relevant correspondence incorporated into the contract, either in part or in its entirety, at ACS' discretion. ACS wishes to reserve the option to add additional sites to the contract in the future. There is no guarantee this will be done. If additional sites are added to the scope of work, ACS may elect to ask the vendor to submit a quote, or negotiate with the vendor on those prices and services already in effect at the time of the service expansion.

**l) Proposal Binding for 60 Days.**

Each proposal must be signed by an individual authorized to bind the vendor. The proposal will be deemed a firm offer for a sixty (60) calendar day period from the due date. The proposal must provide the name, title, address, and telephone number of the individual with authority to contractually bind the vendor.

**m) Subcontracting.**

ACS intends to contract with one vendor. The successful vendor is the prime contractor and will be solely responsible for contractual performance. No subcontractors may be used without approval from ACS. In the event of a subcontracting relationship, the prime vendor will assume all responsibility for the performance of the services that are supplied by the subcontractor. Insurance requirements for all subcontractors are the same as for the prime vendor. Additionally, ACS must be named as a third party beneficiary in all subcontracts.

**n) Use of ACS' Name.**

In submitting a proposal, the vendor agrees not to use ACS' name as a part of any commercial advertising without prior written approval by the ACS. Additionally, vendors must not issue news releases concerning the RFP without the written permission of ACS.

**o) Withdrawal for Modification of Proposals.**

Vendors may change or withdraw their proposals at any time prior to the stated date and time for receipt of proposals. After the time for receipt of proposals no proposal may be withdrawn for a period of 60 days.

**p) Exceptions to RFP.**

Other than exceptions that are stated in compliance with this section, each proposal is deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the vendor's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the vendor provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on part of the remainder of the vendor's solution, must be described in detail.

**q) Fair Trade Certifications.**

By submission of a Proposal, the vendor certifies that in connection with this procurement:

- i) The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone; and
- ii) Unless otherwise required by law, the prices which have been quoted in its proposal have not been knowingly disclosed by the vendor prior to opening; and
- iii) No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**r) Compliance with Laws.**

Each vendor agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules, and regulations applicable to the services covered by this RFP. Each vendor further agrees that it will at all times during the term of the contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but will not be limited to the Affordable Care Act, Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFP.

**s) Clarification of Ambiguities.**

Any vendor believing that there is any ambiguity, inconsistency or error in this RFP will promptly notify ACS in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.

**t) Disclaimer.**

Each vendor must perform its own evaluation and due diligence verification of all information and data provided by ACS. The district makes no representations or warranties regarding any information or data provided by ACS.

**6. Services.**

The services to be performed are listed in detail in Attachment A. The services must be performed without the need for daily supervision from ACS employees.

**7. Term.**

The term for the initial agreement is for twelve (12) months. ACS reserves the right to renew for up to four (4) consecutive one (1) year terms. ACS reserves the right to extend, renew, or terminate the contract.

**8. Award of Contracts.**

ACS will award a contract to the vendor who provides the best combination of service and price to the district. The award of the contract will not be based solely on the lowest price.

**9. Time of Service.**

The vendor will perform custodial services each day of the week. The ACS Point of Contact will provide dates of ACS holidays to the vendor's Supervisor of Record. The vendor will not be paid for days of work not performed due to holidays or inclement weather, and will deduct a portion of the monthly fee from the monthly invoice for each day on which no work is performed. This amount will depend upon the number of working days in the month, which is either 20, 21, 22 or 23. (Ex.- month with 20 working days = 1/20th deduction for each day not worked; 21, 1/21st deduct; 22 or 23, etc.). If the vendor does not deduct the amount, the ACS Point of Contact may withhold the deduction of the monthly amount paid to the vendor for each day services were not performed.

**10. Independent Contractor Status.**

The vendor is responsible for hiring, terminating, and otherwise supervising their employees, and will be solely responsible for their pay and any benefits, government forms and reports, social security payments, and other necessary paperwork, all of which will be available to ACS for inspection upon twenty-four (24) hours' notice. The vendor will comply with all state, federal, or local laws, ordinances, codes, rules, or regulations bearing on the conduct of the work including equal opportunity employment laws, OSHA regulations, minimum wage and hour regulations as set forth in the Fair Labor Standards Act, and National Fire Protection Association Regulations. The vendor is responsible for verification of any employee's eligibility to legally work in the United States.

**11. Staffing.**

The vendor will recommend a staffing level of the number of FTE's (One Full Time Equivalent = 2080 work hours per year) that are required to perform the custodial functions at each site. ACS currently has 30 full time employees, 3 part time and 3 half time employees, see Attachment G. They will remain ACS employees in their current position until they chose to terminate their employment.

**12. Indemnification.**

To the fullest extent permitted by law, the vendor will indemnify, defend and hold harmless the ACS and ACS's officers, agents and employees from and against any and all loss, damages, obligations, liabilities and expenses (including reasonable attorney's fees) that arise directly or indirectly from:

- a.) Any act(s) of negligence or willful misconduct by vendor or any of its agents, employees or subcontractors (or any allegations or any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or
- b.) Any claims seeking payment for labor or materials provided by the vendor under the contract.

### **13. Supervisor of Record.**

Prior to beginning work, the vendor will provide ACS with the name, address, and mobile phone number for a Supervisor of Record who will be responsible for supervising the services at any and all locations. The vendor will be required to notify the ACS Point of Contact of any change in the name or contact information for the Supervisor of Record. ACS will have input in the selection of a Supervisor of Record to be assigned to its facilities and will also retain the right to request the vendor to replace the Supervisor of record for whatever ACS deems sufficient cause. Upon notice by written request, the vendor will assign a new Supervisor of Record subject to ACS approval.

The vendor will have a designated supervisor on call at all times employees are working. Such supervisor will immediately correct any employee misbehavior; either witnessed or reported, and will otherwise insure employee compliance with ACS's Employee Work Rules found in Attachment B and the employer's own employment rules.

### **14. Employees.**

a) The vendor will employ people who are skilled in the performance of custodial duties. The vendor will screen all applicants through the confirmation of references and a police records check. Vendor employees will at all times maintain a good personal appearance and will conduct themselves in a manner which reflects credit on their employer and ACS.

b) ACS has the right to require immediate removal and replacement of any personnel deemed unsatisfactory by the ACS Point of Contact, at any time, for any reason.

c) The vendor may not subcontract the work described in this RFP or any part hereof without prior written approval from the ACS Point of Contact.

d) The vendor must conduct criminal background checks on any employee of the vendor who will work at any ACS site. The background checks must extend beyond NC to include each county/state the person has lived in for the last 10 years. All criminal record checks must be provided to ACS upon request.

e) The vendor must conduct drug testing prior to hiring employees who will perform services at ACS sites. Applicants that fail the drug tests may not be hired to perform services at ACS sites. These results must be available to ACS upon request. Random drug testing must be conducted monthly.

f) The vendor must obtain a health certificate on any employee hired prior to their working at any ACS site.

g) The vendor will recommend for approval by ACS the number of custodial staff by description required for each school site during the initial year and each subsequent term of the agreement.

h) The vendor will comply with all wage and hours of employment requirements of federal and state laws. The vendor will be responsible for supervising and training personnel. Supervision activities include employee and labor relations, personnel development, and hiring and termination of vendor management and non-management staff.

i) The vendor will provide Workers' Compensation coverage for its employees.

j) The vendor will instruct and ensure its employees abide by the policies, rules and regulations, with respect to use for ACS' premises as established by ACS and which are furnished in writing to the vendor.

k) The vendor will maintain its own personnel and fringe benefits policies for its employees, subject to review by ACS.

l) The vendor will have the sole responsibility to compensate its employees, including all applicable taxes, insurance and worker's compensation and will be solely responsible for any losses incurred by ACS, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All vendor employees will comply with all rules of ACS.

m) ACS will provide sanitary toilet and hand washing facilities for the employees of the vendor.

n) ACS may request in writing the removal of any employee of the vendor who violates health requirements or conducts themselves in a manner that is detrimental to the well-being of ACS.

o) In the event of the removal or suspension of any such employee, the vendor will immediately restructure the custodial staff without disruption of service.

p) The vendor will ensure that all vendor personnel assigned to each respective-school will be instructed in the use of all emergency valves, switches, and fire and safety devices in the facilities.

### **15. Work Rules.**

Employees will obey all of the employee rules attached in Attachment B as well as any other regulations established by the ACS Point of Contact. In the event a report is received by the vendor alleging any employee(s) was discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, the vendor will submit a written report to the ACS Point of Contact, outlining the complete details of the incident. This report will include the nature of the incident, time, date, location, and name, address, telephone number of the person alleging the violation. This report will also include the name and title of the vendor's employee and what disciplinary action, if any, the vendor's supervisor took. The report should be sent to the following address:

Ed Keller, Director of Facilities and Maintenance, 1126 South Park Street, Asheboro, NC 27203, 336-625-5104.

### **16. Insurance and Bonding.**

Prior to commencing the services and throughout the term of the contract, vendor(s) and all subcontractors will provide ACS with certificates issued by its insurance carrier evidencing the insurance coverage described in Attachment C. The vendor and all subcontractors will maintain such insurance coverage throughout the term of the contract. In the event the vendor fails to procure and maintain each type of insurance set forth on Attachment C at any point during the term of the contract, or in the event the vendor fails to provide ACS with the required certificates of insurance, ACS will be entitled to terminate the contract upon three (3) days written notice to the vendor (unless the vendor cures all such deficiencies and supplies the district with written documentation of such cure by the end of said three-day period).

### **17. Equipment and Supplies/Materials**

#### **a) Equipment**

- 1) The procurement and maintenance of all equipment required for the successful execution of this contractual obligation will be the Contractor's responsibility. The District will provide locked storage space, but will not be responsible for losses which may be incurred due to theft and/or vandalism.
- 2) Any equipment used on the District's premises in support of this contract must conform to all governmental agencies' regulations and guidelines. Additionally, equipment, which emits volatile organic compounds (VOCs), may not be used at any time on District properties.
- 3) ACS currently has sprayers and the chemical that is used to disinfect for Covid-19. These will be made available to the vendor for use in ACS facilities.

#### **b) Supplies**

##### **1) Chemicals**

- a. The Contractor is responsible for the acquisition of all chemicals and supplies necessary to fulfill all specifications of the contract. A listing of all chemicals and equipment which will be used by the successful contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after approval of ACS. Additional chemicals that are required for cleaning, that are above and beyond normal, for Covid response will be provided by ACS.
- b. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets (MSDS) must be maintained on each job site for all chemicals used in the cleaning processes, with copies given to District personnel and updated regularly.
- c. Chemicals which emit VOCs may not be used at any time on District property.
- d. The Contractor must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of the District.

##### **2) Paper and Other products**

Toilet paper, paper towels and liquid hand soap will be provided by ACS

All cleaning supplies and materials must be approved by the ACS Point of Contact prior to their being used on any ACS site.

**18. Utilities.**

ACS will provide the vendor with utilities (water, electricity, etc.) necessary for the performance of the required services and pay all expenses for utilities. The vendor will participate in energy awareness training and support ACS's energy conservation efforts. The vendor will be responsible for training employees.

**19. Training.**

The vendor will provide all custodial training. This training must follow the current ACS custodial training program, including but not limited to Chemical Hazardous Communication, Asbestos Awareness, Blood Borne Pathogens and Equipment Handling. The vendor will be responsible for any required additional training for all employees. Documentation of training must be maintained on site. ACS will review the vendor's training program on an annual basis. The vendor will ensure that ACS and/or employees assigned to each respective site are instructed and knowledgeable in the use of all emergency valves, switches, and fire and safety devices in all facilities. All training programs must be reviewed and approved by ACS prior to implementation.

**20. Inspections.**

The vendor's Supervisor of Record will be required to make a formal inspection at each facility at least once every month, and report any deficiencies found to the ACS Point of Contract. ACS will have the right to conduct unscheduled inspections at any time. ACS representative (custodial specialist) will inspect all facilities under the terms and conditions of the contract on a monthly basis. The inspections will be unscheduled by ACS without prior notice to the vendor. The vendor and principals/building principal will receive copies of the computerized report within 24 hours of the inspection. If the site falls below standard on the initial inspection, the vendor will have five (5) days to bring the facility up to standard. A follow-up inspection will be conducted at the end of five (5) days. If the facility is not brought up to standard in five days, ACS will bring the building up to standard and charge the vendor for all costs associated with bringing the building to the standard level of cleanliness.

**21. References.**

Vendors will include with the response to the RFP, five (5) references from contracts similar in size and scope of services to those outlined in Attachment A. Vendor references will be from existing contracts and will include the following information: vendor name, vendor address, contact name, contact phone number, and contact e-mail. References should be listed on Attachment E titled Custodial Services References. References must contain at least two school districts similar in scope and size to ACS. Vendors must list all contracts canceled or non-renewed during the last five years.

**22. Proposal Evaluation Criteria.**

The Evaluation Committee will review the proposals to ensure conformance with the requirements of this RFP and to select the vendor(s) that best meets ACS's needs. Failure to meet these requirements may result in rejection of the vendor's proposal. The Evaluation Committee may waive irregularities if, in its judgment, to do so would be in the best interest of ACS.

Responses to the RFP will be the primary source of information used in the evaluation process. Therefore, vendors are advised to be as thorough as possible in their proposals. ACS reserves the right to: (1) contact a vendor to clarify any response; (2) contact any current or past users of a vendor's Services; and (3) solicit information from any available source concerning any aspect of a vendor's response.

The evaluation criteria that will be used by the Evaluation Committee are provided below. ACS reserves the right to modify the evaluation criteria or waive portions thereof.

- Compliance with the terms, conditions, requirements, and specifications stated in this RFP;
- Reputation and customer references regarding the vendor's performance of custodial services for similarly situated organizations, particularly in the government and public school sector;
- Previous experience in performing custodial work for organizations with needs similar to the districts;
- Cost effectiveness and value of the proposal.

**23. ACS' Contracting Requirements.**

ACS will enter into a contract with the successful vendor that contains the terms and conditions set forth in this RFP. Each vendor must state specifically in its proposal any exceptions to the terms and conditions included in this RFP and any proposed additional terms or conditions deemed important by the vendor. ACS will consider exceptions and proposed additions during the evaluation and selection process. Any terms and conditions to which the vendor does not specifically

object will be incorporated into the contracts. Notwithstanding the foregoing, ACS reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in ACS's best interest to do so. The terms and conditions set forth in this RFP are not all inclusive. ACS will have the option to propose additional terms and conditions based on the responses to this RFP and ACS's analysis of the successful vendor's Proposal.

The vendor represents and warrants that:

- a) It is a business, (if a corporation) duly incorporated, validly existing and in good standing under the laws of the state of North Carolina and is qualified to do business in North Carolina;
- b) It has all the requisite corporate power and authority to execute, deliver and perform its obligations under the contract;
- c) The execution, delivery, and performance of the contract have been duly authorized by vendor;
- d) No approval authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under the contract;
- e) In connection with its obligations under the contract, it will comply with all applicable federal, state and local laws and regulations and will obtain all applicable permits and licenses; and
- f) The vendor will not violate any agreement with any third party by entering into or performing the contract.

#### **24. Termination.**

a) Termination without Cause.

ACS may terminate the contract at any time without cause by giving thirty (30) days written notice to the vendor.

b) Termination for Default by Either Party.

By giving written notice to the other party, either party may terminate the contract upon the occurrence of one or more of the following events:

1) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the contract, such failure or violation will not be cause for termination if both of the following conditions are satisfied; (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

2) The other party attempts to assign, terminate or cancel the contract contrary to the terms hereof; or

3) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the contract will continue) or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice default will identify this Section of the contract and will state the party's intent to terminate the contract if the default is not cured within the specified period.

c) Additional Grounds for Default Termination by the ACS.

By giving written notice to the vendor, the ACS may also terminate the contract upon the occurrence of one or more of the following events (which will each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- i) Failure to perform the duties as described in the RFP and documented by the ACS Point of Contact at any location, for more than five (5) workdays in any month during the contract; or
- ii) The vendor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the contract, vendor's proposal, or any covenant, agreement, obligation, term or condition contained in the contract; or

iii) The vendor takes or fails to take any action which constitutes grounds for immediate termination under the terms of the contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the contract; or failure to provide the proof of insurance as required by the contract.

d) **Obligations Upon Expiration or Termination.**

Upon expiration or termination of the contract, the vendor will promptly return to ACS all keys, security codes, cleaning supplies and equipment that are owned by the district.

**25. Substitute Performance.**

If the vendor fails to meet the obligations as set forth in this RFP, ACS may, after submitting written notice to vendor, take any of the following actions with or without terminating the contract, and in addition to and without limiting any other remedies it may have:

a) Employ such means as it may deem advisable and appropriate to continue operations until the matter is resolved and the vendor is again able to perform its obligations under the contract; and

b) Deduct any and all expenses incurred by ACS in continuing the work from any money then due or to become due the vendor and, should ACS's cost of continuing the operation exceed the amount due the vendor, collect the amount due from the vendor.

**26. Other Remedies.**

Upon termination of the contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein will be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

**27. No Suspension.**

In the event that ACS disputes in good faith an allegation of default by the vendor, notwithstanding anything to the contrary in the contract, the vendor agrees that it will not terminate the contract or suspend or limit the services outlined in Attachment A, supplied by the vendor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**28. Authority to Terminate.**

The Superintendent is authorized to terminate the contract on behalf of ACS.

**29. No Effect on Taxes, Fees, Charges, or Reports.**

Any termination of the contract will not relieve the vendor of the obligation to pay any fees, taxes or other charges then due to local or state governments, nor relieve the vendor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the vendor from any claim for damages previously accrued or then accruing against the vendor.

**30. Cancellation of Orders and Subcontracts.**

In the event the contract is terminated by ACS for any reason prior to the end of the term, the vendor will upon termination immediately discontinue all service in connection with the contract and promptly cancel all existing orders and subcontracts that are chargeable to the contract. As soon as practicable after receipt of notice of termination, the vendor will submit a statement to ACS showing in detail the services performed under the contract to the date of termination.

**31. Damage to Equipment or Facilities.**

The vendor will be responsible for any damage to or loss of ACS equipment or facilities arising out of an act or omission of the vendor or its authorized user.

**32. Relationship of the Parties.**

The relationship of the parties established by the contract is solely that of independent contractors, and nothing contained in the contract will be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or

employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act form bind, or otherwise create or assume any obligation on behalf of the other. The vendor will be fully and solely responsible for its own acts, omissions, and those of its employees, officers, agents and subcontractors. All personnel supplied by vendor subcontractors will be considered employees or agents of vendor. The vendor will be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

### **33. Drug Free Workplace.**

The vendor will provide a drug-free workplace during the performance of the contract. This obligation is met by:

- a) Notifying vendor employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the vendor's workplace and specifying the actions that will be taken against vendor employees for violations of such prohibition.
- b) Establishing a drug-free awareness program to inform vendors employees about (i) the dangers of drug abuse in the workplace, (ii) the vendor's policy if maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c) Notifying each vendor employee that as a condition of employment, the vendor employee will:
  - i) Abide by the terms of the prohibition outlined in (37.a) above
  - ii) Notify the vendor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction
- d) Notifying ACS within ten (10) days after receiving from a vendor employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, a vendor employee convicted of drug crime; and
- f) Making a good faith effort to continue to maintain a drug-free workplace for employees.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement will be grounds for suspension, termination or debarment.

### **34. Non-Discrimination.**

- a) The vendor agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
- b) The vendor agrees that it will inform ACS of any alleged violation(s) of employment practices involving any employees who work on the contract which are asserted in any claims filed with the Equal Opportunity Commission, Labor Department or any federal or state compliance agency. The vendor will also inform ACS of the final disposition of such cases.

### **35. Miscellaneous.**

- a) Entire Agreement.

The contract and the contract documents, including all Attachments, and the Statement of background and Intent, all of which will be incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

- b) Amendment.

No amendment or change to will be valid unless in writing and signed by both parties to the contract.

- c) Governing Law and Jurisdiction.

The parties acknowledge that the contract is made and entered into in Randolph County, North Carolina interpretation and enforcement of the contract and any other matters relating to the contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to the contract will be

brought in a state or federal court sitting in Randolph County, North Carolina. By execution of the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Randolph County, North Carolina.

d) Binding Nature and Assignment.

The contract will bind the parties and their successors and permitted assigns. Neither party may assign the contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

e) ACS Not Liable for Delays.

It is agreed that ACS will not be liable to the vendor, its agents, representative, or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the ACS or any other party hereunder.

f) Force Majeure.

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

The vendor will not be liable for any failure or delay in the performance of its obligations pursuant to the contract and such failure or delay will not be deemed a default of the contract or grounds for termination hereunder if all of the following conditions are satisfied in that such failure or delay:

- Could not have been prevented by reasonable precaution;
  - Cannot reasonably be circumvented by the non-performance party through the use of alternate sources, work-around plans, or other means;
  - If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
  - An event, which satisfies all of the conditions set forth above, will be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the vendor will be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the vendor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
  - Upon the occurrence of a Force Majeure Event, the vendor will immediately notify ACS by telephone (to be confirmed by written notice within two (2) days if the inception of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- If any Force Majeure Event prevents vendor from performing its obligations for more than five (5) days, ACS will have the right to terminate the contract by written notice to vendor.

g) Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract will not affect the validity of the remaining portion of the contract so long as the material purposes of the contract can be determined and effectuated. If any provision of the contract is held to be unenforceable, then both parties will be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the contract will be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

h) No Publicity.

No advertising, sales promotion or other materials of the vendor or its management or its agents or representatives may identify or reference the contract with ACS in any manner without the district's prior written consent. As a condition of entering into the contract, the vendor further agrees to refrain from making any statement to the media regarding the subject matter of the contract or ACS's position on any issue relating to the contract absent the district's prior written approval. Failure to comply with this Section by the vendor will constitute a material breach and, without limiting any other remedies ACS may have, will entitle the district to terminate the contract for default.

i) Approvals.

All approvals or consents required under the contract must be in writing.

j) Waiver.

No delay or omission by either party to exercise any right or power it has under the contract will impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of the contract will not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of the contract will be effective unless in writing and signed by the party waiving the rights.

k) Survival of Provisions.

Those sections of the contract, and the attachments that, by their nature, would reasonably be expected.

l) Interest of the Parties.

Vendor covenants that its officers, employees and shareholders have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the contract.

m) No Bribery.

Vendor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the ACS in connection with the contract.

n) Change in Control.

In the event of a change in "Control" of vendor (as defined below), the ACS will have the option of terminating the contract for default by written notice to vendor. The vendor will notify ACS within ten (10) days after it becomes aware that a change in Control will occur. As used in the contract, the term "Control" will mean the possession, direct or indirect, of either: (a) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in vendor; or (b) the power to direct or cause the direction of the management and policies of vendor whether through the ownership of voting securities, by contract or otherwise.

o) Familiarity and Compliance with Laws and Ordinances.

The vendor agrees to become aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Vendor further agrees that it will at all times during the term of the contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but will not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

p) Taxes.

The vendor will pay all applicable federal, state and local taxes, which may be chargeable against the performance of the Services.

q) Titles of Sections.

The contract embodies the entire contract between ACS and the vendor(s). The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

r) Waiver of Right to Jury Trial.

ACS and vendor waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with the contract.

**36. Harassment.**

The vendor agrees to make itself aware of and comply with ACS's Harassment Policy. ACS will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

**37. Licenses.**

The vendor will provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies will be delivered to ACS no later than ten (10) days after the vendor receives the notice of award from the district. Current notarized copies of licenses and certificates will be provided to ACS within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for the contract include, by way of illustration and not limitation, the following: (1) a valid business license; (2) a professional license or certificate in the field of specialty area if required; and (3) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

**38. Contract Monitoring.**

ACS will have the right to audit the vendor's compliance with the terms and conditions of the contract, including but not limited to all provisions related to payment and performance. ACS will have the right to conduct such audits, either through its own staff or through an independent auditor, at such times as the district deems appropriate. The vendor will fully cooperate with all such audits, and will make available for copying and inspection all books and records requested by ACS or its designated agent. The vendor will further allow ACS or its designated agent to inspect the vendor's facilities in connection with such audits. ACS will pay its own expenses relating to such audits, but will not have to pay any expenses or additional costs of the vendor. Notwithstanding the forgoing, in the event an audit reveals an overcharge to ACS in excess of \$10,000 or a failure to perform services that has cost ACS more than \$10,000, the vendor will reimburse the district for all costs relating to the audit, including but not limited to internal staff hours and amounts paid to an outside auditor.

**ATTACHMENT A**

**Asheboro City Schools  
CUSTODIAL SERVICES  
CUSTODIAL DUTIES-PERFORMANCE SPECIFICATIONS**

Listed are typical custodial duties the District is requesting. Please NOTE the frequency of service for each area. No changes may be made to this schedule without approval of ACS.

Classroom Tasks	Daily	Weekly	Monthl y	Semi-An nually
1. Damp wipe doors		X		
2. Clean doorknobs, push –plates and kick-plates		X		
3. Spot clean glass in doors and partitions and on the inside of windows to remove smudges	X			
4. Clean white boards, chalkboards, and trays		X		
5. Clean sinks, counters and replenish paper towels	X			
6. Empty pencil sharpeners	X			
7. Empty waste receptacles. Damp-wipe soiled receptacles. Replace plastic liners when soiled	X			
8. Spot-clean walls, doors and ledges		X		
9. Dust Blinds			X	
10. Dust horizontal furniture surfaces, inspect student desktops & spot-clean the remove heavy soil, markings or graffiti		X		
11. Dust window ledges, sills, displays and decorations		X		
12. High dusting, corners and ledges			X	
13. Vacuum the traffic patterns on any carpet and check for spot-cleaning	X			
14. Completely vacuum carpeted areas, moving furniture and rearranging as needed		X		
15. Dust mop all hard surface floor	X			
16. Spot mop or damp mop all hard surface floors removing all stains and scuff marks	X			
17. Top scrub, strip and recoat all hard surface floors				X
18. Buff hard-surface floors		X		

**Clean any sinks or other restroom fixtures in the offices (see restroom schedule below)**

**ATTACHMENT A**

<b>Restroom Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
1. Check to be sure plumbing is operational with no stoppages or leaks	X			
2. Remove graffiti	X			
3. Check and refill dispensers	X			
4. Clean soiled basins, toilets seats or any other fixture or partition	X			
5. Clean base of toilets and urinals	X			
6. De-lime urinals and toilet		X		
7. Disinfect plumbing fixtures including basins, bowls and urinals, inside and outside; shower nozzles, and lavatory	X			
8. Polish mirrors, bright surfaces	X			
9. Empty rest room trash receptacles	X			
10. Dust ledges, vents, partitions, and light fixtures above sinks.		X		
11. Spray vertical surfaces with a disinfectant	X			
12. Damp-wipe partitions with disinfectant	X			
13. Mop floors using a disinfectant	X			
14. Scrub floors using a grout cleaner		X		
15. Clean tile on walls	X			
16. Sweep floors	X			
17. Deep clean floors using both a grout cleaner and disinfectant		X		
18. Pour water into floor drain(s)		X		
19. Clean door knobs, push plates, and kick plates		X		

**ATTACHMENT A**

<b>Gymnasium/Multi-Purpose Room Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
1. Dust mop hardwood floors	X			
2. Spot mop hardwood floors	X			
3. Damp mop hardwood floors		X		
4. Dust mop sports/vinyl floors	X			
5. Spot mop sports/vinyl floors	X			
6. Damp mop sports/vinyl floors		X		
7. Scrub sports/vinyl floors			X	
8. Remove debris from floors and bleachers	X			
9. Damp wipe bleacher seats		X		
10. Damp mop bleacher treads		X		
11. Remove trash	X			

<b>Offices, Lounges, &amp; Conference Room Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
1. Clean doorknobs, push-plates, and kick plates		X		
2. Clean telephones with a mild sanitizing disinfectant	X			
3. Completely vacuum carpeted areas walk-off mats	X			
4. Dust clear areas of furniture tops shelves, sills and ledges		X		
5. Dust vertical furniture surfaces, wall vents and vertical wall trim		X		
6. Empty waste receptacles and damp-wipe them, replace liners	X			
7. Spot-clean glass in doors and partitions, wipe-dry	X			
8. Clean baseboards			X	
9. Vacuum the traffic patterns on any carpets and check for spot cleaning	X			
10. Completely vacuum carpeted areas, moving furniture and rearranging as needed		X		
11. Dust mop all hard surface floors	X			
12. Spot mop or damp mop all hard surface floors, removing all stains and scuff marks	X			
13. Top scrub, strip & recoat all hard surface floors				X
14. Buff hard surface floors		X		

**Clean any sinks or other restroom fixtures in the offices (see restroom schedule)**

**ATTACHMENT A**

<b>Entrance, Lobbies &amp; Hallway (commons area) Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
1. Clean Baseboard			X	
2. Clean and sanitize water fountains	X			
3. Clean brass doorknobs, rails, push-plates, kick-plates and other brass trim		X		
4. Clean entrance-way glass	X			
5. Clean smudges and soil from glass partitions and doors	X			
6. Clean telephones with sanitizer or disinfectant	X			
7. Completely vacuum carpeted areas, walk-off mats	X			
8. Dust vertical furniture surfaces, wall vents, and vertical wall		X		
9. Damp –wipe soiled wasted receptacles	X			
10. Dust windowsills, ledges, and furniture tops		X		
11. Dust mop floors	X			
12. Empty waste from receptacles	X			
13. Replace plastic liners	X			
14. Spot-clean smudges on walls, door facings and doors		X		
15. Vacuum the traffic patterns on any carpets and check for spot-cleaning	X			
16. Completely vacuum carpeted areas, moving furniture and rearranging as needed		X		
17. Dust mop all hard surface floors, removing all stains and scuff marks	X			
18. Top scrub, strip & recoat all hard surface floors				X
19. Buff hard surface floors		X		

**Matting runners are to be kept clean and dry at entrances and all items that have been dropped on floors removed immediately.**

**ATTACHMENT A**

<b>Cafeteria &amp; Lunchroom Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
1. Clean and sanitize drinking fountains	X			
2. Clean doorknobs, push-plates and kick-plates		X		
3. Clean glass partitions and doors	X			
4. Damp-wipe baseboards		X		
5. Clean baseboards			X	
6. Damp-wipe vertical surfaces within 6 feet of ground level with a disinfectant		X		
7. Empty waste receptacles	X			
8. Scrub and clean waste receptacles		X		
9. Sweep and damp-mop floors	X			
10. Machine scrub floors with germicidal disinfectant		X		
11. Scrub spots where soil is heavy	X			
12. Spot-clean walls and ceilings, and arrange furniture			X	
13. Scrub, strip & recoat all hard surface floors				X
14. Buff all hard surface floors		X		

**Clean any sinks and other restroom fixtures in the offices (see restroom schedule)**

<b>Locker Rooms, Dressing Area Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
1. Clean shower heads, handles, and other washroom hardware using a germicidal disinfectant	X			
2. Damp-clean benches and furniture		X		
3. Dust and spot mop floor	X			
4. Empty and clean waste receptacles, replace can liners	X			
5. High dust horizontal surfaces		X		
6. Showers-Remove pieces of soap and clean drain	X			
7. Showers-Wet mop floors with germicidal solution	X			
8. Showers-wipe down walls with germicidal solution		X		
9. Spot-clean walls, furniture and lockers	X			
10. Clean baseboards			X	
11. Thoroughly vacuum floor areas	X			

**Clean any sinks and other restroom fixtures in the offices (see restroom schedule)**

**ATTACHMENT A**

<b>Stairway Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
1. Completely damp-mop treads		X		
2. Dust-mop, dust handrails and any windowsills or ledges		X		
3. Spot-clean walls	X			
4. Spot-mop treads that are heavily soiled	X			
5. Vacuum carpets and spot-clean as necessary	X			
6. Wipe railings with mild germicidal disinfectant	X			
7. Wash handrails and sanitize		X		
<b>Outside Policing Tasks</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
Daily walk through of campus to collect any litter	X			
<b>Custodial Closets</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Semi-An nually</b>
1. Damp-mop tile floors		X		
2. Remove trash and debris	X			
3. Sweep hard surface floor areas	X			
4. Clean mop bucket/sinks and other equipment	X			

**ALL MECHANICAL ROOMS WILL BE THE RESPONSIBILITY OF ACS EMPLOYEES**

**SPECIAL CLEANING PROJECTS**

**May be required during breaks in school sessions, and during summer breaks. Tasks will include, but are not limited to:**

<b>SPECIAL TASK</b>	<b>FREQUENCY</b>
1. Cleaning of windows, interior and exterior	To Be Determined
2. High dusting areas above 12 feet	To Be Determined

## **ATTACHMENT B**

### **Employee Work Rules**

All vendor employees including supervisors must abide by the following rules at all times when on ACS property:

- A. The employees must wear, at all times, an identification badge clearly identifying the person's name and the vendor name.
- B. The employees must sign in when beginning work and sign out when leaving work as designated by the ACS Point of Contact.
- C. The employees will not disturb any personal property, papers, boxes, or other materials except materials in trash receptacles or designated areas for trash, or unless such material is properly identified as trash.
- D. The employees must immediately report any damage done to property to the ACS Point of Contact.
- E. The employees will not clean or move any computer or office machine unless directed to do so by the ACS Point of Contact.
- F. The employee will not engage in idle or unnecessary conversation with ACS employees or visitors in the building and will not loiter in any areas where cleaning is complete. Employees will refrain from using the telephone.
- G. The employees will not remove any article or material from the premises, regardless of the value or regardless of any other employee's permission. This is to include the contents of or any item found in the trash containers in or around the premises. All trash will be put into dumpsters as designated by the ACS Point of Contact.
- H. The employees will not be under the influence of alcohol or illegal drugs.
- I. The employees will refrain from using tobacco products of any type while on the premises.

## ATTACHMENT C

### Insurance Requirements

#### A. Commercial General Liability

Successful vendor will be required to provide proof of bodily and injury and property damage liability that will protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of Services described in this RFP, whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance will not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance will include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision in Section eleven (11) of this RFP.

#### B. Automobile Liability.

Successful vendor will be required to provide proof of bodily injury and property damage liability coverage all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

#### C. Workers Compensation

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employers and owners.

#### D. Commercial Crime Policy

Providing blanket employee dishonesty coverage at a limit of \$25,000 per any one occurrence.

#### E. Fidelity Bond

Contractor will purchase an employee dishonesty bond for limits of not less than \$1,000,000 per occurrence, covering all employees.

Asheboro City School System must be named as an additional insured under the commercial general liability insurance for operations or services rendered under this contract.

Upon award of contract, the vendor must furnish to ACS certificates of all required insurance. The certificates will contain the provision that Asheboro City School System will be given 30 days written notice of any intent to amend or terminate by either the insured or the insuring vendor.

**F. If any part of the work under this contract is sublet, the subcontractor will be required to meet all insurance requirements set forth in the contract. The parties stipulate that the Service Provider will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. Nothing contained herein will relieve the vendor from meeting all insurance requirements or otherwise being responsible for the subcontractor.**



**ATTACHMENT D1**

**PROPOSAL PRICING SUBMITTAL FORM**

**REGULAR CLEANING SERVICES (ACS Supplying toilet paper, paper towels and hand soap)**

For all Services listed to be completed daily, weekly, monthly and semi-annually, as described in detail in the Scope of Services, and to be billed on a monthly basis, the following Proposal is submitted:

SCHOOL NAME				
	<b>Square Footage Cost to provide all labor, materials, supplies and equipment for one Month</b>	<b>Square Footage of Site</b>	<b>Monthly Cost for Site</b>	<b>Annual Cost for Site</b>
Asheboro High School	\$	279,192	\$	\$
North Asheboro Middle School	\$	95,427	\$	\$
South Asheboro Middle School	\$	108,537	\$	\$
Balfour Elem School	\$	72,067	\$	\$
Charles W. McCrary Elementary School	\$	71,394	\$	\$
Donna Lee Loflin Elem. School	\$	52,674	\$	\$
Guy B. Teachey Elem. School	\$	78,006	\$	\$
Lindley Park Elem. School	\$	56,317	\$	\$
Early Childhood Development Ctr.	\$	29,864	\$	\$
Zoo School	\$	6,200	\$	\$
Central Office	\$	11,377	\$	\$

**Submitted By:**

Vendor Name \_\_\_\_\_

Signature of authorized person \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT D2**

**PROPOSAL PRICING SUBMITTAL FORM**

**SPECIAL CLEANING TASKS**

For all Special Cleaning Projects scheduled to be completed during school breaks as listed in Attachment A, Scope of Services the following Proposal is submitted:

<b>SPECIAL TASK</b>	<b>TOTAL COST TO PERFORM TASK ONE TIME</b>
---------------------	--

- 1. Cleaning of windows, interior and exterior, above 6 feet.**
- 2. High dusting areas above 12 feet.**

**Submitted By:**

Vendor Name \_\_\_\_\_

Signature of authorized person \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

**ATTATCHMENT E**

**CUSTODIAL SERVICES REFERENCES**

**Two must be from school systems similar in scope and size to ACS**

**Please type or print your response below**

**Reference #1**

Vendor Name:

Vendor Address:

Contact Name:

Phone Number:

Email Address:

**Reference #2**

Vendor Name:

Vendor Address:

Contact Name:

Phone Number:

Email Address:

**Reference #3**

Vendor Name:

Vendor Address:

Contact Name:

Phone Number:

Email Address:

**Reference #4**

Vendor Name:

Vendor Address:

Contact Name:

Phone Number:

Email Address:

**Reference #5**

Vendor Name:

Vendor Address:

Contact Name:

Phone Number:

Email Address:

## **ATTACHMENT F**

### **Facility Addresses**

Asheboro High School  
1221 South Park Street  
Asheboro, NC 27203

Balfour Elementary  
2097 North Asheboro School Road  
Asheboro, NC 27203

Central Office  
1126 South Park Street  
Asheboro, NC 27203

Early Childhood Development Center  
1738 North Fayetteville Street  
Asheboro, NC 27203

Lindley Park Elementary  
312 Cliff Road  
Asheboro, NC 27203

Donna Lee Loflin Elementary  
405 South Park Street  
Asheboro, NC 27203

Charles W. McCrary Elementary  
400 Ross Street  
Asheboro, NC 27203

North Asheboro Middle School  
1861 North Asheboro Middle School Road  
Asheboro, NC 27203

South Asheboro Middle School  
523 West Walker Avenue  
Asheboro, NC 27203

Guy B. Teachey Elementary  
294 Newbern Avenue  
Asheboro, NC 27203

Zoo School  
4401 Zoo Parkway  
Asheboro, NC 27205

## Attachment G

### ACS Current Staffing

Asheboro High School	1-Head Custodian	7-Full Time	1- ½ Custodian, ½ Bus Driver
South Asheboro Middle	1-Head Custodian	3-Full Time	
North Asheboro Middle	1-Head Custodian	3-Full Time	
Balfour Elementary	1-Head Custodian	2-Full Time	1-Part Time
Charles McCrary Elem.	1-Head Custodian	1-Full Time	1- ½ Custodian, ½ Bus Driver
Loflin Elementary	1-Head Custodian	2-Full Time	
Lindley Park Elem.	1-Head Custodian	1-Full Time	1- ½ Custodian, ½ Bus Driver
Guy B. Teachey Elem.	1- Head Custodian	2-Full Time	
ECDC	1-Head Custodian		1-Part Time
Central Office			1-Part time

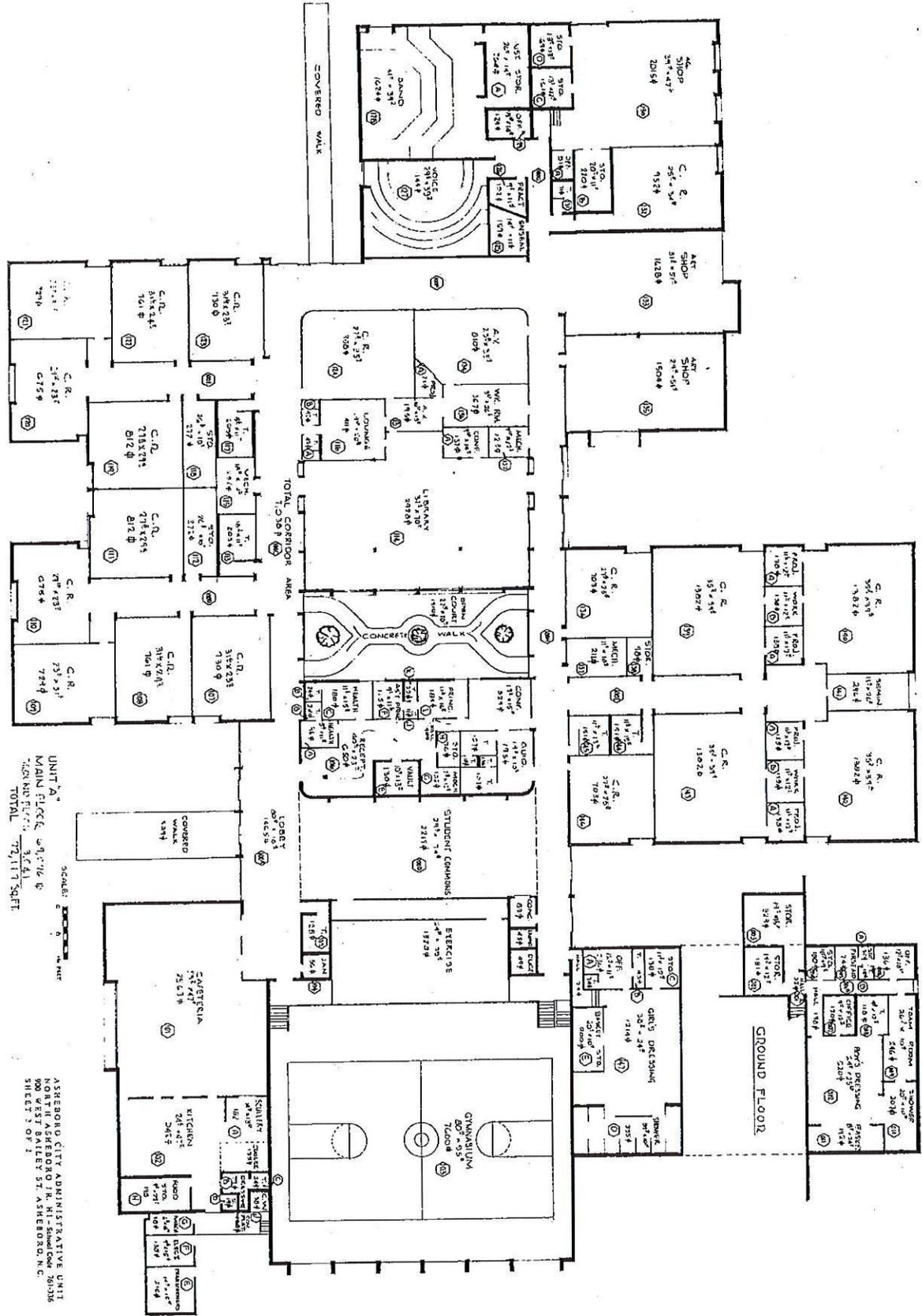


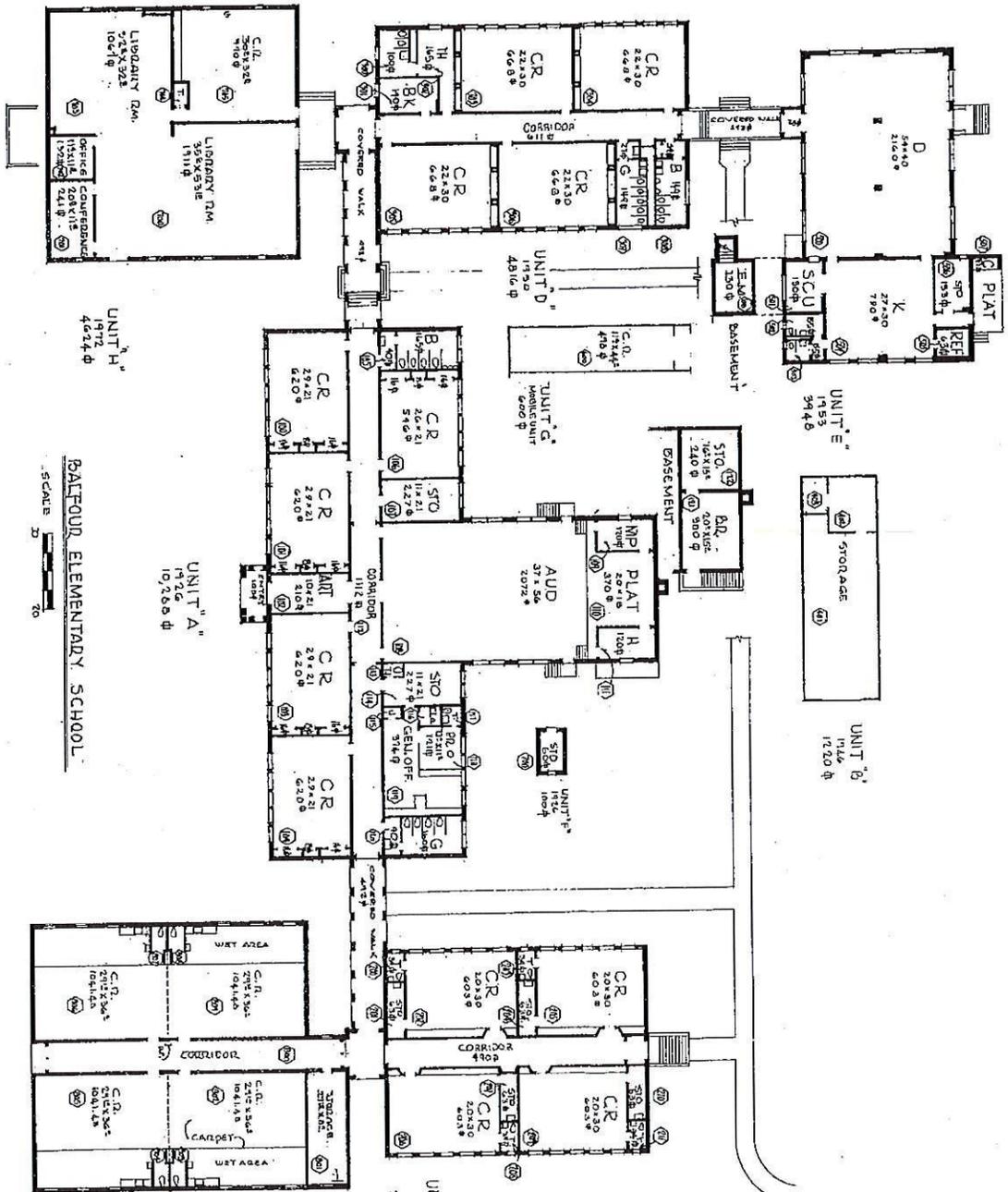








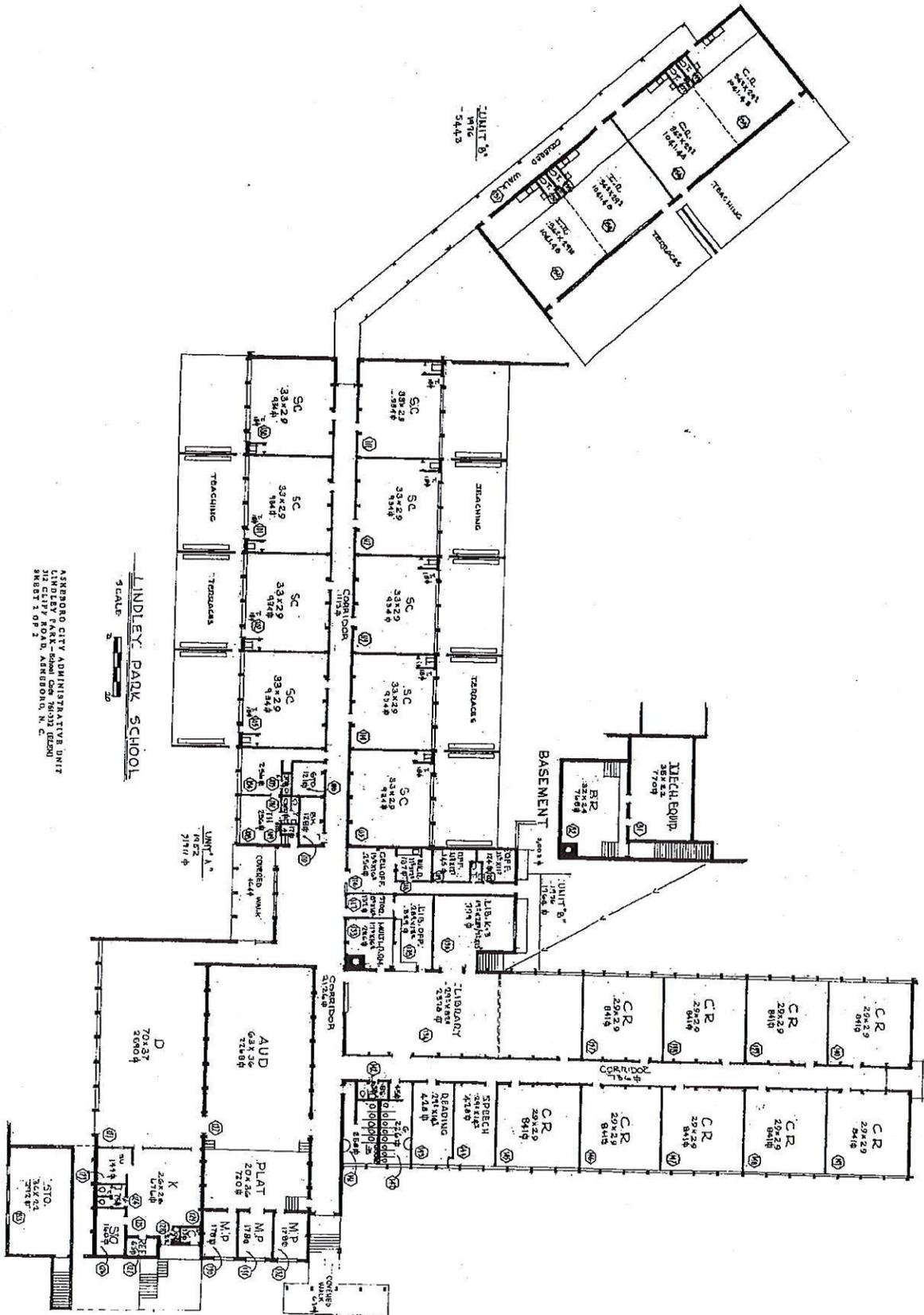




BALFOUR ELEMENTARY SCHOOL  
SCALE 2" = 70'

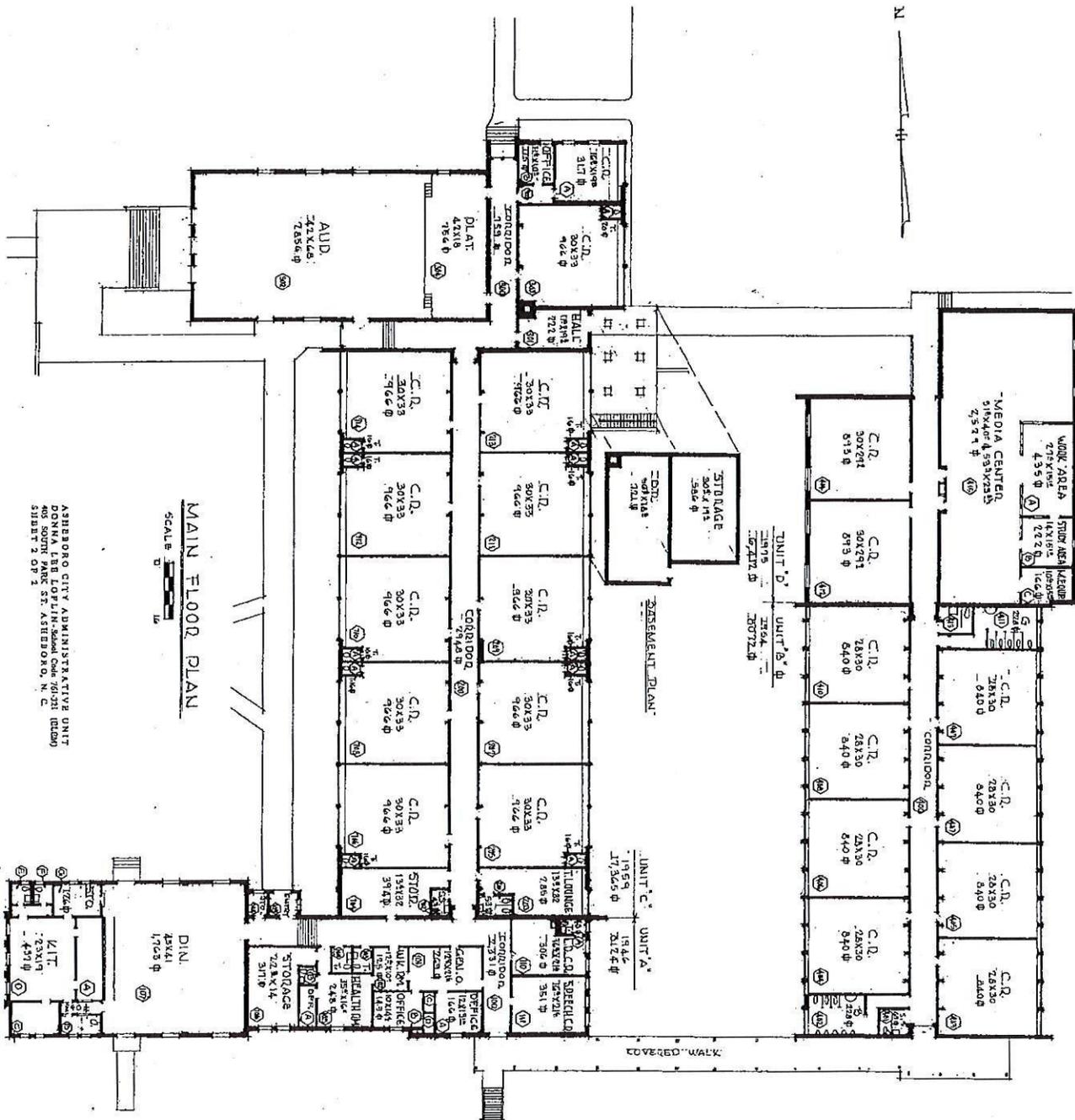
ASHEBORO CITY ADMINISTRATIVE BLDG.  
BALFOUR SCHOOL - School Code: 761017 ELL  
1775 N. PAYSITTVILLE ST. ASHEBORO, NC  
SHEET 3 OF 7

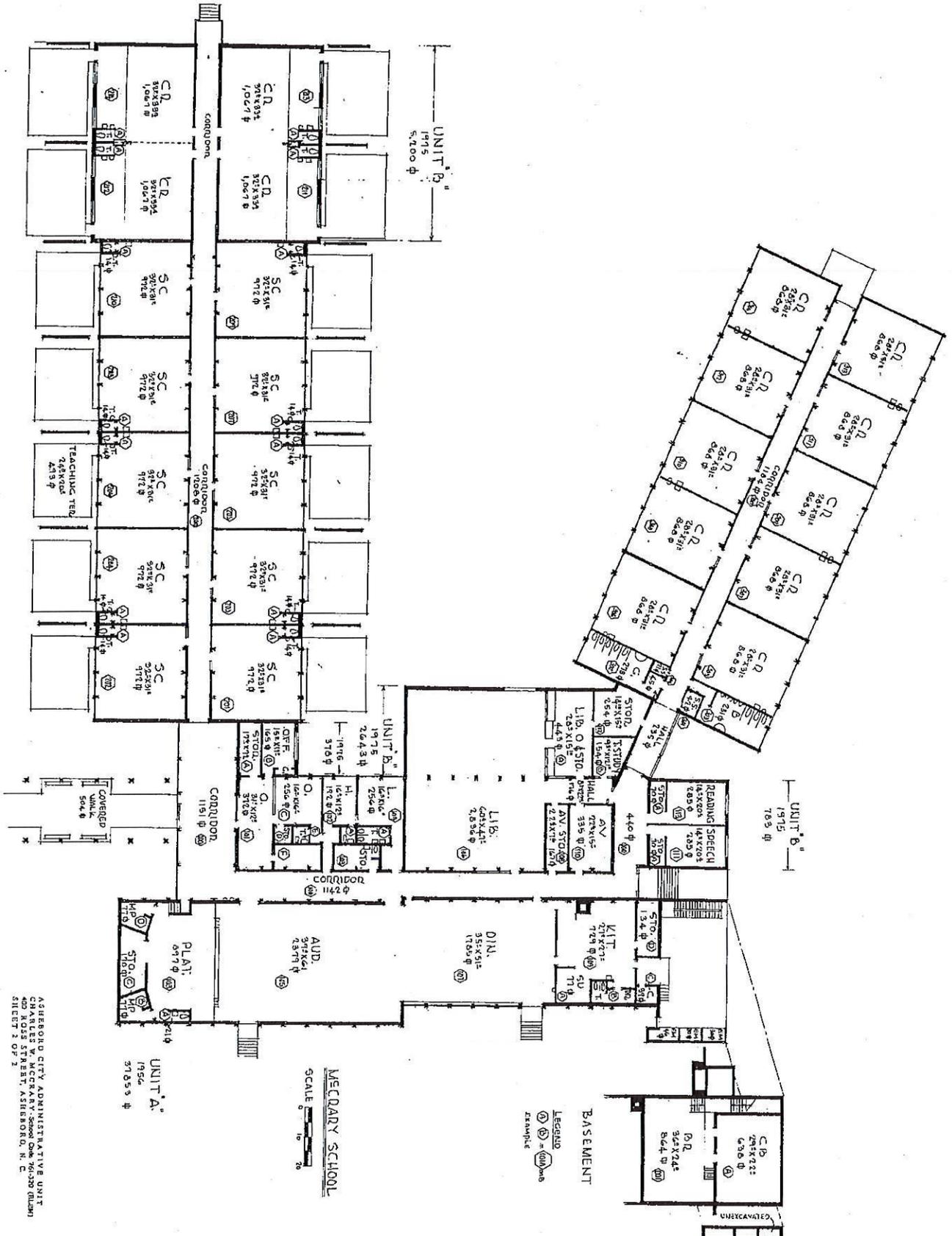




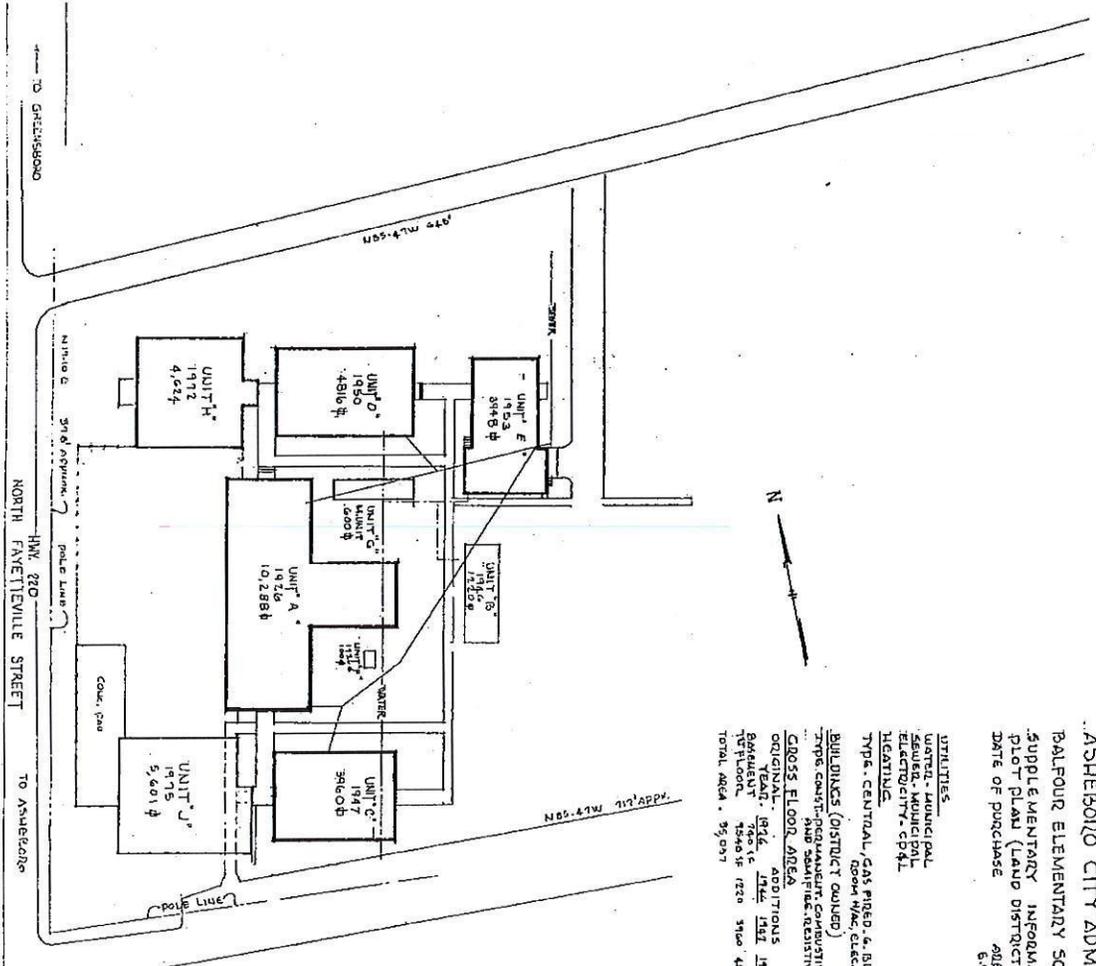
ARRINGTON CITY ADMINISTRATIVE UNIT  
LINDLEY PARK - School Code 16032 (EDM)  
200 GILLEY ROAD, ARRINGTON, N. C.  
28801-5092

LINDLEY PARK SCHOOL  
SCALE: 1/8" = 1'-0"





NH46 378



PROPERTY SURVEY  
 ASHORO CITY ADMINISTRATIVE UNIT  
 BALFOUR ELEMENTARY SCHOOL - GRADES K-6  
 SUPPLEMENTARY INFORMATION  
 PLOT PLAN (LAND DISTRICT OWNED)  
 DATE OF PURCHASE  
 AREA (ACRES)  
 6.42

UTILITIES  
 WATER - MUNICIPAL  
 SEWER - MUNICIPAL  
 ELECTRICITY - CP&L

HEATING  
 TYPE - CENTRAL GAS FUELED BLDGS  
 (FROM W/AC ELECT. HEAT)

BUILDINGS (DISTRICT OWNED)  
 TYPE - CONSTRUCTION CONTINUING  
 AND SEPARATE RESISTIVE

GDOS FLOOR AREA  
 ORIGINAL - 1976 1981 1982 1983 1984 1985 1986 1987 1988  
 TOTAL 15,401 17,220 31,600 4,816 3,719 4,000 4,816 5,041  
 TOTAL AREA - 35,037

PLOT PLAN  
 SCALE 0 10 40

ASHORO CITY ADMINISTRATIVE UNIT  
 BALFOUR SCHOOL - GRADES K-6  
 SUPPLEMENTARY INFORMATION  
 PLOT PLAN (LAND DISTRICT OWNED)  
 SHEET 1 OF 2

