



# Davie County Government – General Services

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298 East Depot Street, Suite 100 | Mocksville, NC 27028 | 336.753.6060

**County of Davie, General Services Department;**  
**Brad Blackwelder, Director**  
**298 E. Depot St.**  
**Suite 100**  
**Mocksville, NC 27028**

**Date: March 25, 2024**

## **Request for Proposal: County of Davie Custodial Services**

It is the intent of this invitation to obtain contract proposals for **Custodial Services** to encompass all facilities owned or used by the County of Davie and as presented in Exhibit A documents and bid sheet. All products and/or services rendered by the vendor must meet all requirements of this invitation and be completely satisfactory to the County of Davie. It is also the intent for this contract to be award for a term of three (3) years plus two (2) one-year terms if Services provided are satisfactory.

**Mandatory Pre Bid Meeting: April 17th, 2024**  
**Location: 298 E. Depot St., Mocksville, NC 27028**  
**Time: 9:00 am EST**

\*note: This is a mandatory meeting with sign in sheet. Contractor's names must be on sign in sheet from Pre-Bid meeting to be a qualified responsive bidder.

**Sealed Bids** are to be turned in by the following:

**Bid Date: May 16th, 2024**  
**Time: Due by 2:00pm EST**  
**Public Bid Opening will be at 2:00pm on May 16, 2024**  
**Location: 123 S. Main St, Mocksville, NC 27028, 2<sup>nd</sup> floor BOC Conference Room**  
**Attn: Brad Blackwelder**  
Note: Bid Packet Must include completed Bid Sheet and Proof of Insurance.

Complete set of bid documents can be found at <https://www.daviecountync.gov/bids.aspx>  
Please feel free to contact Brad Blackwelder, General Services Director at 336.753.6060 with any questions that pertain to this invitation.



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## REQUEST FOR PROPOSAL COUNTY OF DAVIE, CUSTODIAL SERVICES

**MANDATORY PRE-BID MEETING:**

**APRIL 17, 2024 @ 9:00 AM**

**298 E. DEPOT ST. MOCKSVILLE, NC 27028**

**BID DATE:**

**MAY 16, 2024 @ 2:00 PM**

**123 S. MAIN ST., MOCKSVILLE, NC 27028**

**2<sup>ND</sup> FLOOR BOC CONFERENCE ROOM**



# Davie County Government – General Services

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## A. PURPOSE

It is the intent of the request for proposals to obtain a contract for Custodial Services that would encompass all facilities owned or used by the County of Davie. All products and/or services rendered by the Contractor must meet all requirements of this request and be completely satisfactory to the County of Davie. It is also the intent for this contract to be awarded for a term of three (3) years, and two (2) one-year additional terms as long as services being provided are satisfactory.

## B. BACKGROUND

The County of Davie provides services to the Citizens of Davie County across twenty-two locations and nearly 480,000 square feet of total facilities.

## C. SCOPE OF SERVICES

Please reference EXHIBIT A for Custodial Duties, Event Cleaning, Windows & Blinds, Floor Care, Day Porter and Services above Six Feet; along with General Notes, General Expectations. You may also find the attachment following Exhibit A, entitled: County of Davie : Cleaning Break Out, where you will find the facility list of locations, flooring square footage, # of restroom fixtures, # of spaces, cleaning schedule and interior glass.

## D. SUBMITTAL/BID PACKETS (no more than 14 total pages)

### a. REQUIRMENTS AND FORMAT

- i. COVER PAGE
- ii. COMPANY ORGANIZATIONAL CHART (AS IT PERTAINS TO THIS CONTRACT)
- iii. EXPERIENCE
- iv. CERTIFICATIONS HELD
- v. M/WBE CERTIFICATION OR PARTICIPATION
- vi. REFERENCES
- vii. FLOOR MAINTENACE PLAN
- viii. BID SHEET
- ix. CERTIFICATE OF INSURANCE

b. All nine (9) items above must be part of your SUBMITAL/BID packets to be considered a responsive bidder, along with having a representative on the mandatory pre-bid sign in sheet.

c. Submittal/Bid packet must be in a sealed envelope and addressed as:

RFQ County of Davie, Custodial Services

Attn: Brad Blackwelder

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

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

# **EXHIBIT A**

## **CUSTODIAL DUTIES:**

### **A. SOLID DOOR OFFICE: ALL BUILDINGS**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wet Mop WEEKLY

### **B. OPEN WORK STATION: ALL BUILDINGS**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wet Mop WEEKLY

### **C. CUBICLE WORK STATION: ALL BUILDINGS**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wet Mop WEEKLY

### **D. COMMON AREAS / LOBBYS: ALL BUILDINGS**

1. Empty Trash Cans DAILY (replace soiled trash can liners as needed).
2. Sweep or Vacuum entrance area DAILY.
3. Dust mop and Spot Mop DAILY.
4. Clean entrance doors and glass DAILY.
5. Clean water fountains DAILY.
6. Wet mop entire hallway WEEKLY.

### **E. CONFERENCE ROOM: ALL BUILDINGS**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wipe Down all chairs WEEKLY
5. Clean all flat top surfaces WEEKLY

### **F. BOC CONFERENCE ROOM: ADMINISTRATION BUILDING**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wipe Down all chairs WEEKLY
5. Clean all flat top surfaces WEEKLY

**G. BREAKROOM: ALL BUILDINGS**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wet Mop WEEKLY

**H. KITCHEN: SENIOR CENTER, DODGE, GOVERNMENT CENTER, ADMINISTRATION, ANNEX, LIBRARY, COMMUNICATION (E911)**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop, Sweep or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wet Mop WEEKLY
5. **Senior Center Kitchen:** Includes above Items (H. 1-4) and Floors and Sinks Cleaned Daily

**I. HALLWAY: ALL BUILDINGS**

1. Empty Trash cans DAILY (replace soiled trash can liners as needed).
2. Sweep or Vacuum DAILY.
3. Dust mop, Spot Mop DAILY.
4. Clean entrance doors and glass DAILY.
5. Clean water fountains DAILY.
6. Wet mop entire hallway WEEKLY.

**J. STAIRWELL (PUBLIC): ADMINISITATION BUILDING, COURTHOUSE, BROCK, AG**

1. Dust Mop DAILY
2. Spot Mop AS NEEDED
3. Wet Mop WEEKLY

**K. STAIRWELL (STAFF): ADMINISTRATION BUILDING, COURTHOUSE**

1. Dust Mop DAILY
2. Spot Mop AS NEEDED
3. Wet Mop WEEKLY

**L. RESTROOM: ALL BUILDINGS**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop AND Wet Mop DAILY
3. Clean Sinks, Counter tops, Fixtures and Mirrors DAILY
4. Clean Toilets, Urinals, Fixtures DAILY
5. Restock Soap, Towel, Toilet Dispensers AS NEEDED (Check DAILY)

**M. INTAKE/INTERVIEW ROOMS: GOVERNMENT CENTER**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wet Mop WEEKLY
5. Wipe Down all chairs DAILY

**N. CLINIC ROOMS: GOVERNMENT CENTER**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wet Mop WEEKLY

**O. LOCKER ROOMS: GOVERNMENT CENTER**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop AND Wet Mop DAILY
3. Clean Mirrors DAILY
4. Clean Toilets, Urinals, Fixtures DAILY
5. Restock Soap, Towel, Toilet Dispensers AS NEEDED (Check DAILY)

**P. WEIGHT ROOM: GOVERNMENT CENTER**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Vacuum WEEKLY
3. Clean Mirrors DAILY

**Q. MEETING/EVENT ROOMS: BROCK, PARK, GOVERNMENT CENTER, LIBRARY, ANNEX**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop or Vacuum DAILY
3. Spot Mop or Spot Clean Carpet AS NEEDED
4. Wet Mop WEEKLY

**R. GYM: BROCK, PARK : NO WORK TO BE DONE**

**S. E911 COMMUNICATIONS COMM. ROOM**

1. Empty Trash Cans DAILY
2. Dust Mop or Vacuum DAILY
3. Wet Mop WEEKLY

**T. EMS STATIONS LIVING AREAS**

1. Empty Trash Cans Daily

**U. EMS STATIONS BATHROOMS**

1. Empty Trash Cans DAILY (replace soiled liners as needed)
2. Dust Mop AND Wet Mop DAILY
3. Clean Sinks, Counter tops, Fixtures and Mirrors DAILY

4. Clean Toilets, Urinals, Fixtures DAILY
5. Restock Soap, Towel, Toilet Dispensers AS NEEDED (Check DAILY)

**V. EMS STATION 1 TRAINING ROOM**

1. Empty Trash Cans DAILY
2. Vacuum WEEKLY
3. Wipe Down Chairs and Flat Top Surfaces WEEKLY

**W. EXTERIOR TRASH CANS AND SMOKING RECEPTACLES: GOVERNMENT CENTER, PARK, ADMIN, SENIOR CENTER, BROCK CAMPUS**

1. Empty Trash cans DAILY
2. Empty Smoking Receptacles WEEKLY

**X. ELEVATORS: ADMINISTRATION, COURTHOUSE**

1. Vacuumed WEEKLY
2. Spot Clean / Polish All Surfaces WEEKLY (no streaks)

**Y. PARK STADIUM: BATHROOMS / CONCESSIONS / PRESS BOX**

A. MONTHLY DUTIES (DECEMBER – JULY)

1. Empty Trash Cans (replace soiled liners as needed)
2. Dust Mop AND Wet Mop
3. Clean Sinks, Counter tops, Fixtures and Mirrors
4. Clean Toilets, Urinals, Fixtures
5. Restock Soap, Towel, Toilet Dispensers AS NEEDED

B. FOOTBALL SEASON (MID AUGUST – MID NOVEMBER)\*FRIDAYS

1. Empty Trash Cans (replace soiled liners as needed)
2. Dust Mop AND Wet Mop
3. Clean Sinks, Counter tops, Fixtures and Mirrors
4. Clean Toilets, Urinals, Fixtures
5. Restock Soap, Towel, Toilet Dispensers AS NEEDED

**EVENT CLEANING:**

- A. **EVENT CLEANING (NON SPORTING):SENIOR CENTER, BROCK, PARK CAMPUS, ADMIN**
  - 1. Empty Trash Cans
  - 2. Dust Mop, Wet Mop or Vacuum (\*including under tables)
  - 3. Wipe Down All Chairs and Flat top surfaces
  - 4. To be COMPLETED 1hr, prior to event start or setup Day of Event
  
- B. **EVENT CLEANING (CONCERT:INDOOR/OUTDOOR): PARK CAMPUS, INCLUDES DCS LOCK OUT RESTROOM**
  - Prior to event and after:**
    - 1. Dust Mop AND Wet Mop (BATHROOMS, HALLWAYS, ENTRANCES)
    - 2. Clean Sinks, Counter tops, Fixtures and Mirrors
    - 3. Clean Toilets, Urinals, Fixtures
  - During Event:**
    - 1. Restock Soap, Towel, Toilet Dispensers AS NEEDED
    - 2. Empty Trash Cans (INTERIOR/EXTERIOR) (replace soiled liners as needed)
  - Prior to event, during and after:**
    - 1. Restock Soap, Towel, Toilet Dispensers AS NEEDED
    - 2. Empty Trash Cans (INTERIOR/EXTERIOR) (replace soiled liners as needed)
    - 3. Clean Toilets, Urinals, Fixtures
  
- C. **EVENT SETUP/ CLEANING / BREAK DOWN**
  - A. Dispatched through County Work Order System
  - A. Coordinate with Department Point of Contact
  - B. Schedule event Cleaning from Setup and Break down time

**WINDOW & BLINDS:**

- A. **WINDOWS (INTERIOR): ALL BUILDINGS**
  - 1. Quarterly
- B. **BLINDS: ALL BUILDINGS**
  - 1. Quarterly

**FLOOR CARE:**

- A. **FLOOR CARE:**
  - 1. Monthly Floor Burnishing
  - 2. Annual Floor Stripping, Waxing & Buff (VCT and Terrazzo)
  - 3. Annual Carpet Steam Cleaning

**DAY PORTER:**

- A. **DAY PORTER**
  - 1. To be on-site during the hours of 7:30am – 4pm



2. Office provided by County of Davie
3. Dispatched through County Work Order system

**Services Above six (6) feet: ALL BUILDINGS**

- a. Clean Interior Building Ceiling HVAC Grilles and Returns BI-ANNUALY
- b. Dust all Interior Walls, Ceiling Corners, Crown Molding Areas QUARTERLY

**GENERAL NOTES:**

**C. CLEANING SUPPLIES**

1. All Supplies and/or Products to be supplied by Contractor
2. All equipment to be supplied by Contractor

**D. PAPER PRODUCTS / SOAP / TRASH BAGS**

1. Provided by the County of Davie and Stocked in Building Areas for Cleaners to distribute
2. Inform Facility Manager if any products supplies need emergency restocking

**GG. Closure Procedure:**

1. Cut off all lights.
2. Be sure all doors are CLOSED.
3. Set the alarm code as you leave.
4. Replace Building Keys to Lock Box

**General Expectations:**

1. Wear closed toe shoes.
2. Keep supplies and storage areas neat and organized.
3. Report items needing repair or replacement to the Facility Manager.
4. Employees must wear a Company Logo shirt with Name at all time

**END OF EXHIBT A**

# COUNTY OF DAVIE: CLEANING BREAK OUT

COUNTY OF DAVIE: CLEANING BREAK OUT	Floor	FLOORING SQ'					# OF RESTROOM FIXTURES						# OF SPACES					CLEANING SCHEDULE			INTERIOR GLASS				
		CARPET	VCT	LVT	CERAMIC TILE	TERRAZO	TOLIET	URINAL	SINKS	MIRROR	SOAP DISPS.	TOWEL DISPS.	OFFICE	CUBICLE	CONF. RM.	BREAKRM.	KITCHEN	CLEANING TIMES	DAYS OF WEEK	FREQUENCY	WINDOW 1	WINDOW 2	DOOR	BLIND/SHADE	
1 Admin Building 123 S. MAIN ST.	1	3307	2406	0	256	810	6	2	6	5	4	5	4	15	1	2	AFTER 5PM	MON-FRI	5	24 LARGE	46 LARGE	24 QRT	30		
	2	3555	545	0	315	755	7	3	6	6	4	4	9	2	2	2				8 FULL					
	3	2532	573	0	128	0	3	1	2	2	2	2	9	3	0	0									
	<b>TOTALS</b>	<b>9394</b>	<b>3524</b>	<b>0</b>	<b>699</b>	<b>1565</b>	<b>16</b>	<b>6</b>	<b>14</b>	<b>13</b>	<b>10</b>	<b>11</b>	<b>22</b>	<b>20</b>	<b>3</b>	<b>4</b>				<b>0</b>					
2 AG Building 180 S. MAIN ST.	1	3076	205	0	184	0	3	1	2	2	2	2	10	0	1	1	AFTER 5PM	MON-FRI	5	61 LARGE		43 HALF	49		
	2	704	2577	0	184	0	3	1	2	2	2	2	6	0	2	1				1	4 FULL				
	3	-	3281	0	184	0	3	1	2	2	2	2	6	0	1	1				0					
	<b>TOTALS</b>	<b>3780</b>	<b>6063</b>	<b>0</b>	<b>552</b>	<b>0</b>	<b>9</b>	<b>3</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>22</b>	<b>0</b>	<b>4</b>	<b>3</b>				<b>2</b>					
3 Courthouse 140 S. MAIN ST.	1	1658	1529	0	200	0	6	2	5	5	5	5	8	0	1	1	AFTER 5PM	MON-FRI	5	69 LARGE	21 LARGE	3 QRT	27		
	2	6991	2988	0	180	0	8	2	7	7	7	7	9	10	1	1				0	10 FULL				
	3	6153	0	0	231	0	6	2	5	5	5	5	9	0	2	1				0					
	<b>TOTALS</b>	<b>14802</b>	<b>4517</b>	<b>0</b>	<b>611</b>	<b>0</b>	<b>20</b>	<b>6</b>	<b>17</b>	<b>17</b>	<b>17</b>	<b>17</b>	<b>26</b>	<b>10</b>	<b>4</b>	<b>3</b>				<b>0</b>					
4 Dodge Building 298 E. DEPOT ST.	1	4176	1220	0	0	0	4	2	4	4	4	4	12	4	1	2	1	AFTER 5PM	MON-FRI	5	15 LARGE	7 LARGE	8 HALF	11	
5 Backup 911 Center 149 E. WATER ST.	1	855	18	0	56	724	3	1	3	3	3	3	4	0	0	1	0	AFTER 5PM	MON-FRI	5	13 MED	3 MED	2 HALF	7	
6 Library Mocksville 371 N. MAIN ST.	1	13253	170	0	930	0	6	1	5	7	4	4	7	4	2	1	2	AFTER 9PM	EVERYDAY	7	24 LARGE	4 MED	11 FULL	3	
7 Pretrial 176 WESTSIDE DR.	1	1189	54	0	0	0	2	0	2	2	2	2	3	0	2	1	0	3PM	MON-WED-FRI	3	13 MED		8	13	
8 911 Communications 146 DR. SLATE DRIVE	1	1254	320	0	0	0	2	1	2	2	3	3	3	0	1	0	1	ANYTIME	MON-FRI	5	3 MED	1 LARGE	2 FULL	6	
9 Renfroe Building 301 HOSPITAL ST.	1	1525	71	0	70	0	2	0	2	2	2	2	10	0	0	0	1	AFTER 5PM	MON-FRI	5	16 MED	2 MED	1 FULL	16	
10 EMS1 114 DR. SLATE DRIVE	1	3712	1432	0	0	0	7	1	7	5	5	5	7	0	1	1	1	BEFORE 4PM	MON-FRI	5	5 MED	2 LARGE	10 QRT	17	
	5 bedrooms and Dayroom																								
11 EMS2 1785 FARMINGTON RD.	1	1024	0	0	126	0	2	0	2	2	2	2	1	0	0	0	1	BEFORE 4PM	MON-FRI	5	12 LARGE		7 FULL		
	4 Bedrooms and Dayroom																								
12 EMS3 2802 US HWY 601 S.	1	280	585	0	96	0	2	0	2	2	2	2	0	0	0	1	1	BEFORE 4PM	MON-FRI	5	9 LARGE			9	
	2 bedrooms and Dayroom																								
13 Brock Center 622 N. MAIN ST.	1	1708	6136	1120	0	0	4	0	4	4	4	4	4	2	1	1	0	AFTER 5PM	MON-FRI	5	1 MED	6 MED	5 HALF	38	
	2	4539	2353	0	684	0	16	3	10	10	8	10	16	0	4	1	0				43 LARGE	9 LARGE	9 FULL		
	<b>TOTALS</b>	<b>6247</b>	<b>8489</b>	<b>1120</b>	<b>684</b>	<b>0</b>	<b>20</b>	<b>3</b>	<b>14</b>	<b>14</b>	<b>12</b>	<b>14</b>	<b>20</b>	<b>2</b>	<b>5</b>	<b>2</b>	<b>0</b>								
14 Brock Gym 644 N. MAIN ST.	1	1239	3190	0	540	0	10	3	7	2	4	5	4	0	1	1	0	AFTER 9PM	MON-FRI	5	9 MED	13 MED		13	
15 Government Center 132 OR 154 GOVERNMENT CENTER DR.	1	2787	3190	0	540	0	31	4	29	19	25	25	65	129	10	3	3	8AM-7PM	MON-FRI	5	13 LARGE	10 LARGE	3 FULL		
	15 FULL																								
16 County Park 151 SOUTHWOOD DR.	1	2011	6150	0	2106	4824	28	13	20	7	11	10	8	0	7	1	0	AFTER 9PM	EVERYDAY	7	35 MED	3 MED	48 QRT	5	
	20 LARGE 3 LARGE 20 FULL																								
17 Stadium 155 SOUTHWOOD DR.	1						15	7	11	2	6	6	0	0	0	0	0	AFTER 5PM	MON-FRI	5					
18 Senior Center 278 MERONEY ST.	1	1614	5400	450	496	0	9	2	9	4	7	4	7	0	6	0	1	AFTER 5PM	MON-FRI	5	37 MED	38 MED	6 FULL	35	
	1 LARGE																								
19 Annex Building 642 WILKESBORO ST.	1	2578	2438	0	176	0	8	1	8	5	6	4	16	1	2	1	2	AFTER 5PM	MON-FRI	5	5 MED	2 LARGE	28 QRT	13	
	8 LARGE 8 FULL																								
20 Animal Shelter 291 EATON RD.	1	0	1746	0	926	0	2	0	2	2	2	2	2	0	1	1	0	AFTER 5PM	MON-FRI	5	8 MED	4 LARGE	5 HALF	3	
	3FULL																								
21 Edwards Building 172 S. CLEMENT ST.	1	0	0	3100	0	0	3	0	3	3	3	3	6	0	1	1	0	AFTER 5PM	MON-FRI	5	14 MED	2 MED	5 QRT	14	
22 EMS STATION #4 2027 CORNATZER RD	1						2	2	2	2	2	2	1				1	1	BEFORE 4PM	MON-FRI	5	10 MED		3 QRT	10
	4 Bedrooms and Dayroom																								
<b>ALL BUILDING TOTAL</b>		<b>71,720</b>	<b>48,577</b>	<b>4,670</b>	<b>8,608</b>	<b>7,113</b>	<b>186</b>	<b>47</b>	<b>164</b>	<b>121</b>	<b>130</b>	<b>128</b>	<b>245</b>	<b>170</b>	<b>51</b>	<b>27</b>	<b>16</b>				<b>175 MED</b>	<b>71 MED</b>	<b>174 QRT</b>	<b>338</b>	
		<b>CARPET</b>	<b>VCT</b>	<b>LVT</b>	<b>CERAMIC TILE</b>	<b>TERRAZO</b>	<b>TOLIET</b>	<b>URINAL</b>	<b>SINKS</b>	<b>MIRROR</b>	<b>SOAP DISPS.</b>	<b>TOWEL DISPS.</b>	<b>OFFICE</b>	<b>CUBICLE</b>	<b>CONF. RM.</b>	<b>BREAKRM.</b>	<b>KITCHEN</b>				<b>340 LARGE</b>	<b>149 LARGE</b>	<b>53 HALF</b>		
																							<b>121 FULL</b>		

# BID SHEET

<u>BUILDING/FACILITIES</u>	Base Bid	Alternates		
	<u>CUSTODIAL DUTIES : MONTHLY FEE (ITEMS A - Y)</u>	<u>FLOOR CARE</u>	<u>WINDOW &amp; BLINDS QUARTERLY FEE</u>	<u>SERVICE ABOVE (6) FEET FEE</u>
ADMINISTRATION BUILDING				
AG BUILDING				
COURTHOUSE				
DODGE BUILDING				
CIVIL BUILDING				
LIBRARY				
PRE-TRIAL				
911 COMMUNICATIONS				
RENFROE BUILDING				
EMS #1				
EMS #2				
EMS #3				
EMS #4				
BROCK CENTER				
BROCK GYM				
GOVERNMENT CENTER				
COUNTY PARK				
STADIUM (COUNTY PARK)				
SENIOR CENTER				
ANNEX BUILDING				
ANIMAL SHELTER				
EDWARDS BUILDING				
TOTALS				
<b>ADDITIONAL ITEMS</b>				
EVENT CLEANING (NON SPORTING): \$/hr for (1) person	\$/HR: _____	COMPANY NAME:		
EVENT CLEANING (CONCERT: INDOOR/ OUTDOOR): \$/hr for (1) person	\$/HR: _____			
EVENT SETUP AND BREAKDOWN SERVICES: \$/HR FOR (1) PERSON	\$/HR: _____			
DAY PORTER: Cost Per Month	\$/COST: _____			

COUNTY OF DAVIE CONTRACT  
CONSTRUCTION, REPAIR AND SERVICES  
**CUSTODIAL SERVICES**  
**(3) YEAR TERM, PLUS TWO ADDITIONAL (1) YEAR EXTENSIONS**

THIS AGREEMENT, made this **XX** day of **JUNE** in the year of **2024** for County of Davie CUSTODIAL SERVICES; by and between **XXXXXXXXXXXX** hereinafter called the "CONTRACTOR", and the **COUNTY OF DAVIE** hereinafter called the "COUNTY".

WITNESSETH

WHEREAS the COUNTY has received has advertised and received submission and/or competitive bid of interested firms to act as the CONTRACTOR for **CUSTODIAL SERVICES**, located at the facilities and location identified on the bid sheet and,

WHEREAS the COUNTY, through its awarding authority, has made an award for **\$XXXXXXXX**, related to the scope of work to the undersigned CONTRACTOR and pursuant to the terms of the request this form is to be executed to form and memorialize the contractual relationship between the parties;

NOW THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. **DESCRIPTION OF SERVICES**: The CONTRACTOR's scope of work shall be in accordance with those outlined within the copy that is attached and incorporated for reference as EXHIBIT A: **XXXXXXXXXX**.
2. **FEES FOR SERVICES**: The COUNTY will compensate the CONTRACTOR for services in the amount of (Monthly) **\$XXXXXXXX (XXXX hours billed separately)** to be invoiced upon satisfactory completion of the services set forth hereinabove. Contractual yearly increases for fees and services shall be based on and no higher than Consumer Price Index (CPI).
3. **PAYMENT OF SERVICES**: The COUNTY shall pay to the CONTRACTOR the invoiced amount within thirty (30) days of the date of the receipt of the invoice, unless there is a dispute as to the amount or the quality of work performed by the CONTRACTOR, in which event payment shall be made within thirty (30) days of the settlement of any dispute.
4. **DISPUTE RESOLUTION PROCESS**: The parties agree that any dispute as to the invoiced cost or the quality of work performed shall first be submitted to mediation under the same rules as the North Carolina Superior Court mediation rules before any civil action is instituted by either party. In the event the matter cannot be resolved at such mediation, any suit shall be brought in the courts of Davie County, North Carolina only. The laws of the State of North Carolina shall govern all elements of this contract.
5. **REIMBURSEMENT OF EXPENSES**: No reimbursement of expenses is to be paid by the COUNTY, except as to those expenses specifically included in Exhibit A attached herein.

6. TIMETABLE: The CONTRACTOR'S services shall commence on (date): **XXXX,XX,XXXX** and shall be completed on or before **XXXX,XX,XXXX**.
7. INDEMNIFICATION: The CONTRACTOR shall indemnify and hold harmless the COUNTY against any loss or liability which the COUNTY may sustain by reason of this agreement or any liability arising herein, including all attorney's fees associated with any defense thereof.
8. INSURANCE: The CONTRACTOR acknowledges it carries sufficient general liability insurance in the sum of at least two million (\$2,000,000.00) dollars to cover all liability under this agreement and shall provide proof of the same upon execution of this agreement to the COUNTY in the form of a Certificate of Insurance, naming the County of Davie as the Certificate Holder.
9. CERTIFICATIONS: The Contractor hereby acknowledges it is in compliance with the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9) and hereby executes the Iran Divestment Act Certification required by N.C.G.S. 143-6A-5(a). Contractor further certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel, in violation of N.C.G.S. 147-86.80 et. Seq. and that it will not utilize on this Agreement any subcontractors on said list. The Contractor further agrees to comply with the E-Verification requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
10. TERMINATION: The COUNTY may terminate this agreement for any reason upon ten (10) calendar days written notice (delivered by certified mail, return receipt requested). This agreement may be terminated by either party upon seven (7) calendar days written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other. In the event of termination, the CONTRACTOR shall receive payment for services rendered prior to receipt of the written termination notice. Any work done by the CONTRACTOR prior to termination shall become the property of the COUNTY.
11. TERMINATION WITH CAUSE: The COUNTY may terminate this agreement in the event of any default by the CONTRACTOR after giving the CONTRACTOR written Notice of the default and the CONTRACTOR having a ten (10) day time period to cure the default. Default shall include, but not be limited to, any failure to remedy any failure to perform series as stated in the contract and Award Bid Sheet or other terms set forth in this Agreement. Termination for Cause will result in the CONTRACTOR being fully responsible for all additional cost incurred by the COUNTY to fulfil the terms and conditions required to be fulfilled by the CONTRACTOR as set forth in the Award Bid Sheet and this Agreement for the duration of the contract term.

12. AUTHORIZATION TO EXECUTE: The individuals executing this agreement on behalf of the parties represent and warrant that they have the full authority to bind the party for whom they are acting to this Contract. In addition, the execution of this contract on behalf of the COUNTY has been duly approved by the appropriate action of the COUNTY's Board of County Commissioners.
13. INDEPENDANT CONTRACTOR STATUS: It is understood and agreed that the CONTRACTOR is not an employee of the COUNTY and has no authority under this agreement to enter into or execute contracts which bind the COUNTY in any way, but is in fact an independent contractor under the law of the State and shall receive no benefits from the COUNTY which an employee of the COUNTY would receive. The CONTRACTOR further agrees and understands that it is responsible for the payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the contract price paid and received under this agreement.
14. This Agreement is non-assignable by the CONTRACTOR without the prior written consent of the COUNTY, which consent is not contemplated. The CONTRACTOR shall not assign or sub-let any portion of the work to be performed under this contract, as it is contemplated that the CONTRACTOR shall perform all work with its' own employees.
15. SEVERABILITY: This Agreement shall not be void as any result of a provision in the Agreement which may hereafter be declared void and the contract shall survive any such voiding of a single provision of the Agreement.

**STANDARD NORTH CAROLINA LOCAL  
GOVERNMENT CONTRACTUAL TERMS &  
CONDITIONS RIDER**

(the “LGR”) Effective: January 2 2024

THIS LGR is hereby made and entered into by and between DAVIE COUNTY (the “County”) and any and all parties entering into any contract, memorandum of understanding, or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the County referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the “Contract”.

**WITNESSETH:**

WHEREAS, County is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, County has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, County is prohibited by applicable law from executing the Contract without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of County to enter into the Contract as modified by this LGR, the parties agree as follows:

**PART A: AMENDED CONTRACT TERMS:**

1. **Contract Incorporation:** **THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO, AND ACCEPTED BY, ALL PARTIES ENTERING INTO ANY CONTRACT WHICH REFERENCES THEIR EXISTENCE IN ANY WAY;** including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms and conditions of the Contract shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to County’s acceptance of such Contract, and to the validity



and enforceability of said Contract against County by any party thereto. Partial performance by any party under such a Contract without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.

2. Contractual Conflict & Precedence: **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY “ADDITIONAL TERMS & CONDITIONS” AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.
3. Additional Terms & Conditions: To the extent the parties require any additional or specific modifications or amendments to the Contract, or to this LGR itself, the same **shall be reduced in writing and attached to the Contract labeled as “*Additional Terms & Conditions*” which shall clearly reference the Contract to which it applies, shall state that it takes precedence over, and shall control in the event of any conflicts with, both the Contract and any Local Government Rider**”, and shall be separately signed by all parties concurrently with their execution of the Contract instrument(s).

#### **PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:**

1. Public Records & Confidentiality: County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by County in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws. This contract will not be publicized or otherwise distributed to third parties in order to preserve the confidentiality of the vendor’s contractual obligations but if required as part of a Freedom of Information Act or public records request, will be provided in accordance with North Carolina Public Records Law.
2. Limitation on Contractual Authority: Only the County Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the County to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the County in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.
3. Limitation as to any Indemnification: The County does not waive any defenses of governmental/sovereign immunity which are available to the County under North Carolina law and specifically reserves all such rights to defend any claims against the County as allowable

by North Carolina law.

4. Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the County pursuant to the Contract, shall not be due or owed by the County until after actual delivery and acceptance of any such physical items.
5. E-Verify Certification: At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by County.
6. Iran Divestment Act Certification: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6A of the Iran Divestment Act, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.
7. Divestment from Companies that Boycott Israel: All parties hereby certify that they are not on the North Carolina State Treasurer's list, prepared pursuant to NCGS 147-86.80 et. seq., of companies engaged in a boycott of Israel, and that they will not utilize in the representation of the County pursuant to this Contract any firm on said list.
8. Constitutional Limitation on County Indemnification: The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Contract shall be deemed to be given only to the fullest extent allowed by law.
9. Contingent Funding/Non-Appropriations Clause: The County recognizes that telephone services are essential to County operations and all practicable measures will be taken to maintain telephone service to County offices. Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the County under the Contract are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.
10. Not to Exceed (NTE) Cap: Unless otherwise approved in writing by County, the total amount of compensation payable by County to all parties under the Contract during each fiscal year of County (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is specifically listed within the Contract as "**Total annual compensation hereunder Not to Exceed \$\_\_without County Manager's prior written approval**". This amount is the total combined budget normally allocated for the services rendered under the Contract, and may be increased unilaterally by County from time to time, only through the written approval of the County Manager which may be given via email.
11. Pre-audit & Purchasing Policy Notices: Per NCGS § 159-28 no contract with a local government including County requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Contract must contain a Pre-audit Certificate signed by the County Finance Officer or their Deputy which shall take the substantially the following form "This instrument has been pre-audited in the manner required

by the Local Government Budget and Fiscal Control Act.” Failure to obtain a pre-audit upon the Contract makes the contract invalid and unenforceable per state law. Additionally, pursuant to County purchasing policies, no obligation of \$500 or more for any goods sold or services rendered to County is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services. Contact the County Finance Office at 336-753-6022 with any questions or for further information related to this provision.

**PART C: OTHER GENERAL PROVISIONS**

Notwithstanding anything within the Contract to the contrary:

1. Choice of Law, Forum, & Pre-Litigation Mediation: This Contract is made and entered into in Davie County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Davie County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Davie County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
2. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.
3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
6. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being

required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.

7. Additional Limitation of Scope of County Indemnification: If applicable, any indemnification given by County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of County's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision: County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty days (30) days written notice thereof by the party alleging such default. If County cures any default within that period, no breach of the Contract shall be deemed to have occurred.
10. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties
11. Force Majeure: Neither party shall be liable for any failure to accept or make deliveries of any supply, materials or equipment or any personal services which is the result of any interruptions of or delays in transportation, or any other similar circumstance beyond the control of the parties, OR from any other causes beyond the reasonable control of the parties, including, but not limited to : acts of God; strikes or other labor disturbances; acts of terrorism; riots; epidemics and/or pandemics; floods; fires; unusual severe weather conditions; accidents; government actions of state of emergencies declarations; or any other conditions which are outside of the control of the parties hereto.
12. Cyber Liability Insurance

Contractor shall maintain cyber liability insurance in the minimum amount of \$1,000,000 per occurrence, including third-party coverage for incidents or associated impacts caused directly or indirectly by the third party.

Given the indirect risk to Davie County by entering into a contract with a Contractor that has access to or may store data from critical information systems, Davie County seeks to only select vendors that are aware of and maintain a healthy overall security posture with regard to public facing technical assets. To measure this, Davie County will pull a Security Score Card Report prior to contract signing with a quarterly

review thereafter. Should the report indicate a rating below ninety (90), Contractor agrees to continually work to improve their rating and to mitigate the risk to Davie County and the following stipulations shall apply:

**Rating between 90-100**

- Cyber Liability insurance coverage shall be \$1,000,000 or higher

**Rating between 80-89**

- Cyber Liability insurance coverage shall be \$2,000,000 or higher

**Rating between 70-79**

- Cyber Liability insurance coverage shall be \$3,000,000 or higher

**Rating between 60-69**

- Cyber Liability insurance coverage shall be \$4,000,000 or higher

**Rating below 60**

- Cyber Liability insurance coverage shall be \$5,000,000 or higher

In the event Contractor's rating decreases during the term of the contract, Contractor shall purchase additional insurance coverage to meet the above requirement and provide a new certificate of insurance to Davie County.

Technical Requirements of Contractor.

a. Breach Notification and Associated Costs. Where a security breach or unauthorized release, as defined in N.C. Gen. Stat. § 75-61(14), or in any other state or federal regulation, is attributed to Contractor during the term of this contract, Contractor shall promptly notify County, whether the breach relates to this contract or not. In the event the security breach relates to this contract, Contractor shall be responsible for providing notice to every affected person that there has been a security breach following discovery or notification of the breach as required under N.C. Gen. Stat. §75-65. Contractor shall pay for or promptly reimburse Davie County for the full cost of the notifications, including any associated legal fees, either through Contractor's Cyber Liability insurance provider or through their own entity funds.

b. IP Address. Contractor is required to disclose its public facing IP addresses for review by County prior to entering into this contract.

c. Remediation. Contractor shall remediate any public facing vulnerabilities with a CVSSV3 score of higher than 8.5 and close any high risk network ports related to

LDAP/LDAPS, RDP, SQL, and SMB prior to entering into this contract and keep them closed throughout the term of this contract.

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

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

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

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK-SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this agreement on the day and date first above written in fourteen (14) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

COUNTY OF DAVIE

CONTRACTOR

BY: \_\_\_\_\_

Bradley D. Blackwelder, General Services Director

BY: \_\_\_\_\_

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

**COUNTY ADDRESS FOR BILLING:**

Attn: Brad Blackwelder  
Davie County Government  
298 E. Depot St.  
Mocksville, NC 27028

**CONTRACTOR ADDRESS:**

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

DRAFT