

**EXECUTION OF BID
A CONTRACT FOR:**

CLEANING ASHE COUNTY FACILITIES

The person executing the bid, on behalf of the contractor, being first duly sworn, deposes and says that:

- (1) He is fully informed regarding the preparation and contents of the attached contract conditions and of all pertinent circumstances regarding such conditions. The conditions of this contract and set forth in the proposal which is attached as exhibit A.
- (2) Neither he, nor any official, agent or employee of the contractor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this contract; and
- (3) He will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.
- (4) He will comply with all items outlined in the Request for Proposals.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
(Print Individual Name)

and doing business as _____
(Print Company Name)

(Address - County - State - Zip Code)

Signature of Contractor

North Carolina General Contractor's License Number _____

Federal I.D. or Social Security Number _____

**CONTRACTOR'S AFFIDAVIT
RELEASE AND WAIVER OF CLAIM
(to be used for final payment)**

STATE OF: North Carolina

COUNTY OF: Ashe

_____, _____
(Name) (Company)

being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the County of Ashe or property of the County of Ashe is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the County of Ashe harmless for any amount which the County of Ashe is required to pay to discharge such lien or settle such claim and further will pay the County of Ashe's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the County of Ashe, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the County of Ashe arising in any manner from the construction of the above-described project.

(Contractors Signature)

Sworn to and subscribed before me _____ this the _____ day of _____, 2025.

(Title)

(Date)

Notary Public

ACCEPTANCE BY THE COUNTY

A CONTRACT FOR CLEANING:

ASHE COUNTY FACILITIES

CONTRACT SUM \$77,000

Contract sum will be paid in twelve equal payments over the contract period.

The County, acting through its County Board of Commissioners, has caused this contract to be executed in the name of the County of Ashe by an authorized official.

OWNER: COUNTY OF ASHE

By: _____
County Manager

Date

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

Finance Officer

Exhibit A: Contract Conditions

County Facilities That Are Included in Contract

1. **Ashe County Courthouse**, 150 Government Cir, Jefferson, NC 26840
 2. **Ashe County Law Enforcement Center**, 140 Government Cir, Jefferson, NC 28640
 3. **Agriculture Extension Office/USDA Building**, 130 Government Cir, Jefferson, NC 28640
 4. **Ashe County Library**, 148 Library Dr, West Jefferson, NC 28694
- 1.0 The contractor shall provide supplies to perform this service as agreed and all supplies must be approved by the Maintenance Supervisor. Ashe County will provide a floor buffer, mops, buckets, supplies and/or cleaning solutions. Vacuum cleaners are not provided.

Ashe County requires the cleaning works scheduled to be:

| | S | M | T | W | TH | F | S |
|--|---|---|---|---|----|---|---|
| Ashe County Courthouse & Agriculture Services Building | | X | | X | | X | |
| Ashe County Public Library | | | X | | X | | X |
| Ashe County Law Enforcement Center | X | | X | | X | X | |
| Family Central (DSS) Offices | | | | | | | X |

The Contractor is required to provide proof of applicable worker's compensation insurance as required by the State of North Carolina and proof of liability.

- 1.1 The Contractor will be required to comply with all federal, state and local laws and ordinances while performing work on this project; and shall protect and indemnify the County and its representatives against any claim or liability arising from or based on the violation of any law, ordinances, regulation, order, or decree, whether by himself, or his employees.
- 1.2 The Contractor will be required to restore, at his own expense, all private and public property damaged during the performance of this contract to existing conditions prior to start of operations.

- 1.3 Payment will be made monthly after all conditions of the contract have been completed. Invoices exceeding the limits established by this contract are not subject to payment.

Invoices must be submitted directly to the Ashe County Finance Department at 150 Government Cir, Jefferson, NC 28640. If a new account is required to be set up with the Finance Department, additional information will be required but not limited to business name, address, federal tax id and/or social security number.

- 1.4 ADDENDUM: Any changes to this Request For Proposal will be issued in writing and shall become a part of the bid.
- 1.5 REFERENCES: All bidders shall provide a minimum of three (3) references for which this type of service was provided.
- 1.6 INSURANCE REQUIREMENTS: The successful Contractor shall purchase and maintain insurance in the amounts and coverages listed below. The successful Contractor shall at the time of execution of the contract provide proof of coverages and naming the County as additional insured where applicable. All certificates supplied shall contain a cancellation clause that in the event of a material change or cancellation thirty (30) days prior written notice shall be given to the County.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Ashe and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, losses or expenses (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor or subcontractor or anyone directly or indirectly employed by either of them or anyone for whose acts either of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified below:

- Workmen's Compensation and Employer's Liability: Statutory including Employer's liability of \$100,000;
- Public Liability – Comprehensive General Liability: \$1,000,000 each occurrence;

1.7 Scope of Work

Every Scheduled Day

- Bathrooms: clean mirrors, sinks, cabinets tops, paper towel dispenser, soap dispensers, each bathroom stall (including rails, toilets, backs of toilets, urinals, brush inside of toilet bowl, clean underneath seats, wipe down walls of stalls) mop bathrooms, empty all trash receptacles.
- Clean all water fountains in buildings
- Trash: Empty all trash cans and replace liners as needed
- Floors: Vacuum/sweep/mop all rooms, corridors and elevator
- Doors: clean all exterior doors with glass
- Clean all horizontal surfaces and seating in conference rooms and staff lounges
- Clean all horizontal surfaces and seating in staff areas and offices
- Trash: trash receptacles should be emptied and liners should be replaced as needed.

Twice Weekly;

- Clean and mop/vacuum all stairways and clean handrails
- Mop rotunda & stairs

Weekly:

- Vacuum all benches in courtrooms (Either Monday or Wednesday)
- Clean elevator doors and handrails

Bi-Weekly:

- Buff all tile floors & rotunda area
- Dust all offices, lobbies, reception areas (including window sills, furniture, framed pictures, tops of library bookcases etc)

Monthly:

- Clean/polish all brass handrails
- Vacuum all upholstered furniture
- Remove cobwebs from corners and as needed

Quarterly:

- Clean all vents by vacuum
- Clean fluorescent light covers
- Dust light fixtures
- Clean baseboard
- Clean tiled walls in bathrooms (where applicable)

Bi-Annually:

- Clean blinds
- Clean windows – inside only (Exception – high windows at Ashe County Public Library)

Other

County Maintenance personnel will give direction on what needs to be cleaned and maintained in accordance with the contract.

3.0 Insurance

Contractor must provide proof of applicable worker's compensation insurance as required by the State of North Carolina and proof of automatic liability insurance with \$500,000 combined single limits for bodily injury and property damage. Insurance must be maintained throughout the term of the contract.

4.0 Terms of Contract

- 4.1 This agreement shall be for a year beginning July 1, 2025 and continue until June 30, 2026. If mutually agreeable, this contract may be extended annually. In the event that this agreement proves unsatisfactory, it may be terminated by a 30 day written notice by either party.
- 4.2 Failure of the contractor to meet or perform work to these specifications as determined by the County shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.
- 4.3 Payment will be processed in a timely manner and shall only be made after a written invoice is received that indicates dates of service for the month billed. Invoices should be received two weeks prior to the end of the month so that payment can be processed in a timely manner. Contractor will be paid at the end of each month based on satisfactory completion of work.