

## Public Records Request #2886

The following materials have been gathered in response to public records request #2886. These materials include:

- Contract #2019001106 - Agreement To Provide Citywide Janitorial Services

This information was provided as a response to a public records request on 10/16/19 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

### Further Information

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For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree  
Citywide Records Program Manager  
City of Charlotte/City Clerk's Office  
600 East 4<sup>th</sup> Street, 7<sup>th</sup> Floor  
Charlotte, NC 28202  
Cheyenne.Flotree@charlottenc.gov

Amelia Knight  
Public Records Specialist  
City of Charlotte/City Clerk's Office  
600 East 4<sup>th</sup> Street, 7<sup>th</sup> Floor  
Charlotte, NC 28202  
Amelia.Knight@charlottenc.gov

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT TO PROVIDE  
CITYWIDE JANITORIAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this **1st day of June 2019** (the "Effective Date"), by and between **ISS Facility Services, Inc.**, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2019-006) for Citywide Janitorial Services dated October 27, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the City desires that the Company provide certain Citywide Janitorial Services ("Services"), and the Company desires to provide such Services; and

**WHEREAS**, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

**CONTRACT**

1. **EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Contract. With the exception of Exhibit C (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit C and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit C shall prevail. Each reference to **ISS Facility Services Inc.** in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	PRICE SHEET
EXHIBIT B:	SCOPE OF WORK
EXHIBIT B.1:	FACILITY INFORMATION SHEET
EXHIBIT B.2:	FACILITY TASK LIST
EXHIBIT B.3:	FACILITY INSPECTION SHEET
EXHIBIT C:	FEDERAL CONTRACT TERMS AND CONDITIONS
EXHIBIT C.1:	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
EXHIBIT C.2:	BYRD ANTI-LOBBYING CERTIFICATION
EXHIBIT D:	CBI LETTER OF INTENT
EXHIBIT E:	CBI PAYMENT AFIDAVIT
EXHIBIT F:	CBI POLICY PART C AND D
EXHIBIT G:	GREEN CLEANING POLICY AND LOGS

2. **DEFINITIONS.** This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **DESCRIPTION OF SERVICES.**

3.1. The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

3.2. The Company shall perform the Services on site at the City's facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. **COMPENSATION.**

4.1. **TOTAL FEES AND CHARGES**

The City agrees to pay the Company a fixed monthly price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. **NO EXPENSES CHARGEABLE.** The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. **EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.** The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. **INVOICES.** Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov).

4.5. **DUE DATE OF INVOICES.** Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. **PRE-CONTRACT COSTS.** The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. **AUDIT.** During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the type of Service performed and the number of hours worked by the Company. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Services performed

under this Contract, and shall not be required to pay for Services which did not occur, or which occurred in breach of this Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, whenever requested by the City.

6. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
7. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
8. **RESERVED.**
9. **RESERVED.**
10. **RESERVED.**
11. **DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL, AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel, or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities, or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility, or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility, or resource.
12. **COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.**  
The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, including but not limited to Key Personnel, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors, including but not limited to Key Personnel.
13. **BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person

lives or has lived in the past seven (7) years; and (ii) a reference check.

13.1. After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- A credit history check.
- A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

13.2. **CMPD and Fleet Facility Specific Background Checks.**

Any Company employees working in or around CMPD facilities or in Fleet Management facilities operating on CMPD vehicles require a CMPD conducted Background Check before beginning work. A list of all potential Company employees that may work in CMPD facilities must be provided at least one (1) business week before they begin work for a Background Check to take place. Company employees shall complete the following:

- Finger printing at the CMPD Academy;
- Sign the CMPD provided Security Addendum;
- Complete online CJIS training. Training is required every two years and within 6 months after a new employee is hired. Company must designate a person in the Company who is responsible for adding new employees and assuring the completion of training requirements. Each employee must have an email address for their CJIS account- it can be a personal account, but is required as part of the login to CJIS Online.

**14. RESERVED.**

**15. NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

**16. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

**17. REPRESENTATIONS AND WARRANTIES OF COMPANY.**

17.1. **GENERAL WARRANTIES.**

17.1.1. The Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

17.1.2. The Company has taken and will continue to take sufficient precautions to ensure that

it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

- 17.1.3. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
  - 17.1.4. Neither the Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;
  - 17.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills, and experience necessary to perform the Services described or referenced in Exhibit B;
  - 17.1.6. All information provided by the Company about each Company employee is accurate; and
  - 17.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 17.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:
- 17.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
  - 17.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
  - 17.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
  - 17.2.4. 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 this Contract;
  - 17.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses; and
  - 17.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks, or intellectual property rights).

**18. OTHER OBLIGATIONS OF THE COMPANY.**

- 18.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to performing Services on the City's premises.
- 18.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful, and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 18.3. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same

level of functionality that they possessed prior to the Company's action.

- 18.4. REGENERATION OF LOST OR DAMAGED DATA. With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 18.5. NC E-VERIFY REQUIREMENT. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 18.6. NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

#### 19. REMEDIES.

- 19.1. RIGHT TO COVER. If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this 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 perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
  - b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 19.2. RIGHT TO WITHHOLD PAYMENT. If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 19.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF. The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 19.4. SETOFF. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 19.5. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other

available remedy.

**20. TERM AND TERMINATION OF CONTRACT.**

- 20.1. TERM. This Contract shall commence on the Effective Date and shall continue in effect for three (3) years with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.
- 20.2. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 20.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.
- 20.3. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall 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
  - b. The other party attempts to assign, terminate, or cancel this Contract contrary to the terms hereof; or
  - c. 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 shall 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 of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

- 20.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
  - b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Contract; or



- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 20.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable, or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 20.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 20.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 20.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Contract.
- 20.9. **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 20.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 19 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
21. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:
- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
  - Notifying all affected service providers and subcontractors of the Company;
  - Performing the Transition Services;
  - Answering questions regarding the Services on an as-needed basis; and

- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.
22. **CHANGES.** In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

23. **CITY OWNERSHIP OF WORK PRODUCT.**

- 23.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
- 23.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent, and shall treat the Intellectual Property as “Confidential Information” pursuant to Section 27 of the Contract.
- 23.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.
24. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, 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 for, bind, or otherwise create or assume any obligation on behalf of the other.

25. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, 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, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 25 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

26. **SUBCONTRACTING.** Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third-party beneficiary.

27. **CONFIDENTIAL INFORMATION.**

27.1. **CONFIDENTIAL INFORMATION.** Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

27.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors, or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

27.1.2. *Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”*

27.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

27.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

- 27.1.5. *Citizen or employee social security numbers collected by the City.*
- 27.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks, and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software, and codes.*
- 27.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 27.1.8. *Any attorney / City privileged information disclosed by either party.*
- 27.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 27.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 27.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 27.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 27.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 27.1.3 through 27.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one (1) year prior to the date of this Contract.

- 27.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
  - 27.2.1. It shall not copy, modify, enhance, compile, or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
  - 27.2.2. It shall not, directly, or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
  - 27.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 27.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
  - 27.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors, and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession

of or discloses Confidential Information in a manner not permitted by this Contract.

- 27.2.6. In the event that any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 27.2.7. All materials which constitute, reveal, or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 27.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
    - 27.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
    - 27.3.2. Was or becomes publicly known through no wrongful act of the Company;
    - 27.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
    - 27.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
    - 27.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
    - 27.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
  - 27.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
  - 27.5. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
- 28. INSURANCE.**
- 28.1. TYPES OF INSURANCE. The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:
    - 28.1.1. Automobile Liability - Bodily injury and property damage liability covering 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 - bodily injury and property damage.
    - 28.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor,

or anyone directly or indirectly employed by either. The amounts of such insurance shall 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 shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

28.1.3. Crime Coverage - providing employee dishonesty coverage on all contractors' employees at a limit of not less than \$50,000 each claim, with the addition of Loss Payable endorsement (CR 20 14 08 07), the City of Charlotte named as loss payee.

28.1.4. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

28.2. OTHER INSURANCE REQUIREMENTS.

28.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

28.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.

28.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.

28.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

28.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

**29. COMMERCIAL NON-DISCRIMINATION.** As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract,

disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

30. **NOTICES AND PRINCIPAL CONTACTS.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:  
Rene Bartlett \_\_\_\_\_  
ISS Facility Services \_\_\_\_\_  
SE Hub Leader \_\_\_\_\_  
728 Blanche St., Suite 114 \_\_\_\_\_  
Jacksonville, FL 32204 \_\_\_\_\_  
PHONE: 904-265-1926 \_\_\_\_\_  
FAX: 904-265-1927 \_\_\_\_\_  
E-MAIL: [rene.bartlett@us.issworld.com](mailto:rene.bartlett@us.issworld.com)

With Copy To (Company):  
Jason Pitcock \_\_\_\_\_  
ISS Facility Services \_\_\_\_\_  
VP Specialized Services \_\_\_\_\_  
1017 Central Parkway North, Suite 100 \_\_\_\_\_  
San Antonio, TX 78232 \_\_\_\_\_  
PHONE: 352-682-5967 \_\_\_\_\_  
EMAIL: [jason.pitcock@us.issworld.com](mailto:jason.pitcock@us.issworld.com)

For the City:  
Kay Elmore  
City of Charlotte  
City Procurement  
600 East Fourth Street, CMGC 9th Floor  
Charlotte, NC 28202-2850  
PHONE: 704-336-2524  
FAX: 704-632-8252  
[kelmore@ci.charlotte.nc.us](mailto:kelmor@ci.charlotte.nc.us)

With Copy To (City):  
Adam Jones  
City of Charlotte  
City Attorney's Office  
600 East Fourth Street  
CMGC 15<sup>th</sup> Floor  
Charlotte, NC 28202  
PHONE: 704-336-3012  
[amjones@ci.charlotte.nc.us](mailto:amjones@ci.charlotte.nc.us)

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

31. **MISCELLANEOUS.**

- 31.1. **ENTIRE AGREEMENT.** This Contract is 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.

- 31.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 31.3. GOVERNING LAW AND JURISDICTION. The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties, and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this 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 this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this 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 Mecklenburg County, North Carolina.
- 31.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 31.5. CITY NOT LIABLE FOR DELAYS. It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special, or indirect damages.
- 31.6. FORCE MAJEURE.
- 31.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) 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.
- 31.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 31.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 31.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.
- 31.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Contract shall 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 this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 31.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 31.9. APPROVALS. All approvals or consents required under this Contract must be in writing.
- 31.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 31.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:
- Section 4.3 "Employment Taxes and Employee Benefits"
  - Section 17 "Representations and Warranties of Company"
  - Section 20 "Term and Termination of Contract"
  - Section 23 "City Ownership of Work Product"
  - Section 25 "Indemnification"
  - Section 27 "Confidential Information"
  - Section 28 "Insurance"
  - Section 30 "Notices and Principal Contacts"
  - Section 31 "Miscellaneous"
- 31.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) 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 the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 31.13. DRAFTER'S PROTECTION. Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 31.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall 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 Services.
- 31.15. CONFLICT OF INTEREST. The Company covenants that its officers, employees, and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed

under the Contract.

- 31.16. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 31.17. HARASSMENT. The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City 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.
- 31.18. TRAVEL UPGRADES. The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.
- 31.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 31.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.
- 31.21. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.

*[Signature Page Follows]*

Contract #: 2019001106  
Vendor #: 94458

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

ISS FACILITY SERVICES, INC.

BY: Jason Pitcock  
(signature)

PRINT NAME: Jason Pitcock

TITLE: Vice President

DATE: \_\_\_\_\_

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: Sabrina Joy Hogg  
(signature)

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 6/24/19

**EXHIBIT A – PRICING SHEET**

Campus Name: Old City Hall and CMGC Main				
YEAR 1		CMGC Main	Old City Hall	Total Campus Cost
		Monthly Cost	Monthly Cost	
Year 1	June	\$35,314.06	\$3,683.92	\$38,997.98
	July	\$35,314.06	\$3,683.92	\$38,997.98
	August	\$35,314.06	\$3,683.92	\$38,997.98
	September	\$35,314.06	\$3,683.92	\$38,997.98
	October	\$35,314.06	\$3,683.92	\$38,997.98
	November	\$35,314.06	\$3,683.92	\$38,997.98
	December	\$35,314.06	\$3,683.92	\$38,997.98
	January	\$35,314.06	\$3,683.92	\$38,997.98
	February	\$35,314.06	\$3,683.92	\$38,997.98
	March	\$35,314.06	\$3,683.92	\$38,997.98
	April	\$35,314.06	\$3,683.92	\$38,997.98
	May	\$35,314.06	\$3,683.92	\$38,997.98
Total Annual Cost Year 1	12 Month Cost	\$423,768.72	\$44,207.04	\$467,975.76

YEAR 2		CMGC Main	Old City Hall	Total Campus Cost
		Monthly Cost	Monthly Cost	
Year 2	June	\$36,020.34	\$3,757.60	\$39,777.94
	July	\$36,020.34	\$3,757.60	\$39,777.94
	August	\$36,020.34	\$3,757.60	\$39,777.94
	September	\$36,020.34	\$3,757.60	\$39,777.94
	October	\$36,020.34	\$3,757.60	\$39,777.94
	November	\$36,020.34	\$3,757.60	\$39,777.94
	December	\$36,020.34	\$3,757.60	\$39,777.94
	January	\$36,020.34	\$3,757.60	\$39,777.94
	February	\$36,020.34	\$3,757.60	\$39,777.94
	March	\$36,020.34	\$3,757.60	\$39,777.94
	April	\$36,020.34	\$3,757.60	\$39,777.94
	May	\$36,020.34	\$3,757.60	\$39,777.94
Total Annual Cost Year 2	12 Month Cost	\$432,244.08	\$45,091.20	\$477,335.28

YEAR 3		CMGC Main	Old City Hall	Total Campus Cost
		Monthly Cost	Monthly Cost	
Year 3	June	\$36,740.75	\$3,832.75	\$40,573.50
	July	\$36,740.75	\$3,832.75	\$40,573.50
	August	\$36,740.75	\$3,832.75	\$40,573.50
	September	\$36,740.75	\$3,832.75	\$40,573.50
	October	\$36,740.75	\$3,832.75	\$40,573.50
	November	\$36,740.75	\$3,832.75	\$40,573.50
	December	\$36,740.75	\$3,832.75	\$40,573.50
	January	\$36,740.75	\$3,832.75	\$40,573.50
	February	\$36,740.75	\$3,832.75	\$40,573.50
	March	\$36,740.75	\$3,832.75	\$40,573.50
	April	\$36,740.75	\$3,832.75	\$40,573.50
	May	\$36,740.75	\$3,832.75	\$40,573.50
Total Annual Cost Year 3	12 Month Cost	\$440,889.00	\$45,993.00	\$486,882.00

YEAR 4		CMGC Main	Old City Hall	Total Campus Cost
		Monthly Cost	Monthly Cost	
Year 4	June	\$37,475.57	\$3,909.41	\$41,384.98
	July	\$37,475.57	\$3,909.41	\$41,384.98
	August	\$37,475.57	\$3,909.41	\$41,384.98
	September	\$37,475.57	\$3,909.41	\$41,384.98
	October	\$37,475.57	\$3,909.41	\$41,384.98
	November	\$37,475.57	\$3,909.41	\$41,384.98
	December	\$37,475.57	\$3,909.41	\$41,384.98
	January	\$37,475.57	\$3,909.41	\$41,384.98
	February	\$37,475.57	\$3,909.41	\$41,384.98
	March	\$37,475.57	\$3,909.41	\$41,384.98
	April	\$37,475.57	\$3,909.41	\$41,384.98
	May	\$37,475.57	\$3,909.41	\$41,384.98
Total Annual Cost Year 4	12 Month Cost	\$449,706.84	\$46,912.92	\$496,619.76

YEAR 5		CMGC Main	Old City Hall	Total Campus Cost
		Monthly Cost	Monthly Cost	
Year 5	June	\$38,225.08	\$3,987.59	\$42,212.67
	July	\$38,225.08	\$3,987.59	\$42,212.67
	August	\$38,225.08	\$3,987.59	\$42,212.67
	September	\$38,225.08	\$3,987.59	\$42,212.67
	October	\$38,225.08	\$3,987.59	\$42,212.67
	November	\$38,225.08	\$3,987.59	\$42,212.67
	December	\$38,225.08	\$3,987.59	\$42,212.67
	January	\$38,225.08	\$3,987.59	\$42,212.67
	February	\$38,225.08	\$3,987.59	\$42,212.67
	March	\$38,225.08	\$3,987.59	\$42,212.67
	April	\$38,225.08	\$3,987.59	\$42,212.67
	May	\$38,225.08	\$3,987.59	\$42,212.67
Total Annual Cost Year 5	12 Month Cost	\$458,700.96	\$47,851.08	\$506,552.04

**EXHIBIT B – SCOPE OF SERVICES**

**1. SCOPE OF CITYWIDE JANITORIAL SERVICES.**

**1.1. General Scope.**

The Services include, but are not limited to; providing supervision, tools, materials, equipment, cleaning supplies, and expertise to perform janitorial services within building offices, classrooms, lobbies, corridors, passageways, rest rooms, exercise facilities and locker rooms, and industrial and specialized facilities including but not limited to warehouses and trailers.

**1.2. Reserved.**

**1.3. Company Responsibilities.**

The Company shall:

- Manage, supervise, train, and organize a staff of janitorial personnel required to achieve a high degree of cleanliness and satisfaction for the City;
- Perform the work in a continuous and uninterrupted manner throughout the term of the Contract;
- Adjust cleaning tasks as requested by the City;
- Provide all cleaning supplies and Paper Products unless otherwise instructed by the Facility Manager or the Facility Information Sheet; and
- Perform the Services in all areas of the awarded facilities as indicated in the Facility Information Sheets and task lists.

**1.4. Reserved.**

**1.5. Basic Cleaning Tasks.**

Refer to **EXHIBIT B.2 Task List** for specific information on the required cleaning tasks in each category and the appropriate frequency for Services.

- 1.5.1. Floors
- 1.5.2. Trash and Recycling
- 1.5.3. Vertical Surfaces
- 1.5.4. Horizontal Surfaces
- 1.5.5. Fixtures and Appliances
- 1.5.6. Restocking
- 1.5.7. Other
- 1.5.8. Definitions and Scope

**1.6. Additional Tasks.**

Cleaning Personnel are responsible for cleaning to the facility's designated Task List as well as the following:

- Refill soap dispensers;
- Empty trash cans in high-traffic and common areas;
- Monitor and service all restroom needs;
- Sweep/Vacuum/Blow debris from exterior and interior entrance areas;
- Clean interior glass and door knobs;
- Other duties as assigned by Facility Manager;
- Refilling Paper Product dispensers;

- Public space and high traffic area cleaning;
- Minimal upholstery cleaning;
- Clean stoves, microwaves, refrigerators, and dishwasher interiors;
- Parking lot litter pick up and exterior trash can emptying;
- Spot cleaning of spills or immediate needs throughout their shift; and
- Other duties as assigned by the Facility Manager.

Cleaning Personnel must remain in the facility during their entire shifts which may be either an eight (8) or four (4) hour shift, unless otherwise designated and approved by the Facility Manager.

**1.7. Day/Night Cleaning.**

Night cleaning is required at some City facilities. Such cleaning shall occur as determined by the Departments. Companies shall use their discretion in assigning the number of crews or individual employees required for that facility.

Certain Departments require day time cleaning due to the security of their facilities and will require an assigned cleaning crew or individual to clean each facility. The Company shall dedicate a single crew or individual, depending on the size of the facilities, to service each indicated facility. Such facilities have been identified in Exhibit B.1 Facility Information Sheet and can be cleaned within an eight (8) hour shift, between the hours of 6:00 a.m. and 6:00 p.m., five (5) days a week.

**1.8. Ancillary Services.**

City facilities may require Ancillary Services to be performed at a facility. The City Project Manager will send the Company any requests for Ancillary services in writing. Companies may be requested to provide the following additional services:

**1.8.1. Day Porter.**

Day Porters are individuals assigned by the Company to remain onsite in the specified facility for either eight (8) or four (4) hour shifts each day unless otherwise designated and approved by the Facility Manager. Day Porter responsibilities include, but are not limited to the following:

- Refill soap dispensers;
- Empty trash cans in high-traffic and common areas;
- Monitor and service all restroom needs;
- Sweep/Vacuum/Blow debris from exterior and interior entrance areas;
- Clean interior glass and door knobs;
- Other duties as assigned by Facility Manager;
- Refilling Paper Product dispensers;
- Public space and high traffic area cleaning;
- Minimal upholstery cleaning;
- Clean stoves, microwaves, refrigerators, and dishwasher interiors as needed;
- Parking lot litter pick up and exterior trash can emptying;
- Spot cleaning of spills or immediate needs throughout their shift; and
- Other duties as assigned by the Facility Manager.

**1.8.2. Night Porter.**

Night Porters are responsible for all Day Porter responsibilities detailed in Section 3.8.1 above, but have a shift occurring sometime during the evening hours to be defined by the Facility Manager.

**1.8.3. Regular Parking Deck Cleaning.**



A limited number of City facilities have parking decks that require regular cleaning. Responsibilities for these facilities shall include, at a minimum:

- Daily removal of all litter from the deck;
- Daily emptying of any trash cans and replacement of trash bag/liners;
- Monthly sweeping of all stair wells; and
- As needed reporting of any spills or malfunctioning lights or gates to the Facility Manager or Janitorial Services Manager.

1.8.4. Carpet Deep Cleaning.

Most City facilities have carpet as their primary flooring type. The Company shall use a deep cleaner device for cleaning of carpets. The City will schedule this service on an as-needed basis and may schedule on weekends.

1.8.5. Upholstery Cleaning.

Numerous City facilities have large waiting areas or other furniture requiring cleaning. Company shall use a vacuum, steam cleaner or wet towel cleaning where appropriate. The City will schedule this service on an as-needed basis and may schedule on weekends.

1.8.6. Emergency Response.

City facilities may require immediate twenty-four (24) hours a day response to emergency situations such as water leaks. The City shall initiate the request for service from the Company, and the Company shall respond to the emergency call within two (2) hours. A flat hourly rate shall be charged for the employees required to respond to the emergency, as detailed in Exhibit A Pricing Summary. This Ancillary Service may be needed on weekends.

**1.9. Materials, Equipment, and Storage.**

1.9.1. The Company shall provide and maintain materials and equipment supplies as needed for professionally performing all Services. Some facilities may list specific equipment needed to perform cleaning services. All materials and equipment will be stored in areas mutually agreed upon by the City and Company.

1.9.2. The Company shall provide and maintain equipment and cleaning supplies including, but not limited to;

- All size trash bags (including bathroom stall paper bags);
- Large collection bags for the protection of waste containers where required when removing trash from premises;
- Cleaning solutions;
- Waxes; and
- Other supplies adequate in kind and quality for professionally performing all Services.

1.9.3. The Company shall stock and supply hand towels, toilet tissue, toilet seat covers and dispensers, sanitary supplies, anti-bacterial hand soap, trashcan liners, air fresheners, and associated batteries as needed by each facility. Some facilities may require specific Paper Products or cleaning supplies as indicated in their Facility Information Sheet.

1.9.4. The Company shall be responsible for stocking the sanitary vending machine in all women's restrooms. No money shall be collected.

1.9.5. The Company shall make no change in the type, quality, or grade of supplies currently being used unless the City has approved such change.

- 1.9.6. The Company shall be responsible for ensuring that there is always a four (4) week supply of all applicable Paper Products onsite at the facility unless otherwise designated and approved by the Facility Manager. The City shall furnish a dedicated storage space to maintain the appropriate level of supply materials at each facility.
- 1.9.7. Equipment, including but not limited to vacuums, floor buffers, mops, brooms, and other tools, shall be in new or like new condition. Such equipment must be routinely replaced or serviced as to maximize its usefulness and minimize odor, dirt, and poor performance.
- 1.9.8. Company employees are responsible for maintaining orderly and clean janitorial closets and storage areas.
- 1.9.9. The Company shall remove and/or be responsible for storing all material and equipment for the Services at the end of each workday.
- 1.9.10. The Company shall provide the Facility Manager with a duplicate list of all materials and equipment to be stored, along with any Safety Data Sheets ("SDS") as may be required under law.
- 1.9.11. The Company shall be responsible for the safeguarding of materials and equipment against fire, theft, and vandalism and shall not hold the City responsible in any way for occurrences of same. The City shall provide secure, dry storage areas for Company materials onsite.
- 1.9.12. All cleaning solution bottles shall be properly labeled and Company shall maintain all Material Safety Data Sheets ("MSDS") paperwork as applicable.
- 1.9.13. Recyclables must be emptied from any type of trash bag or liner into the exterior roll out recycling cart. Trash can liners or bags are not permitted in the exterior roll out recycling cart.

**1.10. City Provided Materials.**

The City will provide the Company with utilities (water, electricity, etc.) necessary for the performance of the required services. The City will pay all expenses for utilities. Parking availability for Company staff varies by City facility and is noted in each Facility Information Sheet. The following items are part of the City's facilities and will be provided by the City:

- Light bulbs;
- Interior trash and recycling containers;
- Exterior trash containers (typically dumpsters); and
- Exterior recycling containers (typically 96-gallon rolling carts).

**1.11. General Personnel Requirements.**

The Company shall employ persons who are skilled in the performance of janitorial duties. The following requirements apply to Company employees:

- 1.11.1. No employee shall be permitted to perform work unless the Background Check has been completed;
- 1.11.2. Company employees shall always maintain a professional appearance and conduct themselves in a professional manner;
- 1.11.3. Company employees shall follow all rules and regulations established by the Company and the City;
- 1.11.4. Company employees are subject to interviews, screenings, and testing of any nature the City deems necessary prior to employees beginning work;

- 1.11.5. The Company shall provide, within twenty-four (24) hours of written notice from the City, a list of all of employees assigned to clean or supervise cleaning staff in City facilities.
- 1.11.6. The City has the right to require additional personnel as deemed necessary. Such additions will be discussed with the Company Project Manager and requested in writing by the City;
- 1.11.7. Company employees and any subcontractors shall be required to wear Company uniforms and/or smocks while on City property;
- 1.11.8. Uniforms shall consist, at a minimum, of pants, a sleeved shirt, and closed toe shoes. Such apparel must clearly identify the name of the Company. In addition, some Departments may require Company employees to display a Department-specific picture identification badge while operating in their facilities.

**1.12. Additional Personnel Requirements.**

In addition, Company employees shall:

- 1.12.1. Sign in when beginning work and sign out when leaving work as designated by the Facility Manager;
- 1.12.2. Act in a manner exhibiting good integrity and moral character;
- 1.12.3. Not disturb any personal property, papers, boxes, or other materials except those in trash receptacles or designated areas for trash, or unless such material is properly identified as trash;
- 1.12.4. Not bring children or other non-Company employee individuals to City facilities while performing the Services;
- 1.12.5. Not clean or move computer or office machines unless directed to do so by the City Project Manager or Facility Manager;
- 1.12.6. Refrain from using telephones or cell phones in view of City employees and for non-Service related reasons;
- 1.12.7. Not remove any article or material from the premises, regardless of the value or regardless of any 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 or recycling receptacles as designated by the City Project Manager or Facility Manager;
- 1.12.8. Not be under the influence of alcohol or illegal drugs while on City property or while performing the Services;
- 1.12.9. Refrain from using tobacco products of any type while on the premises. Tobacco products, E cigarettes, and vapor use are not allowed on City premises;
- 1.12.10. Immediately report any damages done to property to their Company Supervisor. The Company Supervisor shall then report such damage to the City Project Manager or Facility Manager;
- 1.12.11. Not open any desk drawers or file cabinets, or use any employee telephones, computers, or other office equipment without specific prior approval by the City;
- 1.12.12. Not leave building keys in doors, prop open exterior doors, or admit unauthorized people into the facility;
- 1.12.13. Not play music from any source, including earphones, unless first agreed upon by the Facility Manager;

1.12.14. Refrain from belligerent behavior and/or profanity, and shall conduct themselves in a cordial and professional manner at all times.

**1.13. Company Supervision Responsibilities.**

1.13.1. All Company employees must have an assigned Company supervisor. The Company shall have available a competent individual who shall serve as the Company Supervisor for each location. Facilities that require one worker must still be assigned a Company supervisor. The Company shall provide to the City Facility Manager the Supervisor contact information, including but not limited to email address and phone number.

1.13.2. Each Company Supervisor shall:

- Check in at the start of every shift with the City Facility manager or designee;
- Be experienced in the type of Services required by the City;
- Be fully capable of managing, directing, and coordinating the Services;
- Read and speak English;
- Understand the City Contract;
- Receive and carry out directions from the City Facility Manager;
- Be authorized to act in a supervisory capacity over all Company employees assigned to City facilities;
- Review, sign, and submit the task sheets to the City Facility Manager to ensure all assigned tasks and duties have been completed.

**1.14. Company Incident Procedure.**

In the event the Company receives a report from the City alleging any employee violated any of the rules listed in section 1.11 General Employee Requirements or section 1.12 Additional Employee Requirements, was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the Company will submit a written report to the City Project Manager outlining the complete details of the incident and any implemented resolution. This report shall include the nature of the incident, time, date, and location, and name, address and telephone number of the person alleging the violation. This report will also include the name and title of the employee and what disciplinary action, if any, the Company took.

1.14.1. Employee Termination Procedures.

In the event a Company's employee(s) is terminated or voluntarily leaves his employ, the Company shall notify the Facility Manager in writing within twenty-four (24) hours and return that employee's identification badge and any supplies or equipment, if applicable, on the business day following employee's departure.

1.14.2. CMPD-Specific Complaint Investigation Procedure.

Any complaint from a City employee regarding Company employee(s) misconduct in CMPD facilities will be forwarded to the CMPD Facilities Manager. The CMPD Facilities Manager will be responsible for documenting all complaints and initiating an investigation into the allegations. Each investigation will be conducted in the following manner:

- Interview complainant and take a formal statement concerning the allegation(s);
- Interview any City employees who may have been involved with the incident and take a formal statement;
- Interview any persons from the Company that is pertinent to the investigation and take a formal statement via telephone or in person;
- Collect and review any pertinent paperwork; and
- Collect and copy and pertinent photographs and/or video recordings.

Once all statements are obtained, all evidence collected and reviewed, the CMPD Facilities Manager will write a comprehensive report to document the investigation and its findings and to make a recommendation on the disposition of the case. All statements, photos, forms, and documentation will be attached as exhibits and listed as such in the body of the report. Once a recommendation has been made for disposition, the entire packet will be forwarded the City Project Manager or Department leadership for a final disposition. Such decision will be final. The City Project Manager will communicate the decision to the Company in writing.

**1.15. Non-Performance of Janitorial Tasks.**

If a Company does not perform the cleaning tasks of the facility, the following will occur:

- The Facility Manager will notify the Company Supervisor of the non-performance issues. Such communication may be in writing or by phone;
- If such communication does not resolve the non-performance, the Facility Manager will contact the Company Project Manager; and
- Should the non-performance continue, the Facility Manager and City Project Manager will initiate termination proceedings of the Company from that facility.

The City will maintain documentation of non-performance issues. Such documentation will include the date, time, task, or cleaning that was not performed or performed insufficiently, length of the time the non-performance continued, and photos and other documentation applicable.

**1.16. Company Inspections.**

- 1.16.1. The Company account representative shall be required to make inspections at each facility at least once a month, and report any deficiencies found to the Company Supervisor and City Facility Manager.
- 1.16.2. Company inspections may also occur at any time by request of the Facility Manager or designee.
- 1.16.3. The Company shall require a Supervisor, to perform inspections at each facility at least once per week. Refer to Exhibit B.3 Facility Inspection Sheet.
- 1.16.4. After each inspection, the Company shall submit by email to the Facility Manager or designee a standardized written or electronic report for inclusion in the City's documentation process.
- 1.16.5. The Company inspection report shall include, but is not limited to:
  - Acknowledgement of completion of all scheduled, facility-specific tasks since previous inspection;
  - Updates on remedies to deficiencies previously found;
  - Detailing of any new deficiencies found and plans to remedy; and
  - Pictures should be taken to document any deficiencies.
- 1.16.6. Deficiencies found during inspections shall be remedied within two (2) business days of notification unless otherwise determined by the Facility Manager or designee.
- 1.16.7. Failure to provide inspection documentation shall be considered a non-performance of janitorial tasks as outlined in Section 3.15.
- 1.16.8. Inspections may be conducted in conjunction with the Facility Manager or designee; however, the Company is still required to submit inspection reports as outlined in this Section.

- 1.16.9. A Company supervisor that is also responsible for cleaning a facility daily may not submit inspection reports for the same facility to which they are assigned.

**1.17. City Inspections.**

- 1.17.1. The City shall have the right to conduct unscheduled inspections at any time.
- 1.17.2. The Facility Manager or designee for each City facility shall perform a janitorial inspection of the facility at least once every two (2) weeks.
- 1.17.3. After each inspection, the Facility Manager or designee shall complete a standardized electronic report for submission to the City's janitorial SharePoint or other archive site. This report shall include, but is not limited to:
- A pass-fail acknowledgement of all areas and tasks included in the inspection
  - A null acknowledgement of any areas or tasks not included in the inspection
  - Updates to deficiencies previously found
  - Detailing of any new deficiencies found
  - Pictures if applicable or requested
- 1.17.4. Inspection results shall be emailed to the Company immediately upon completion to ensure a timely response to any service deficiencies and to provide consistent documentation to the City.
- 1.17.5. Failure to provide this documentation as outlined above shall carry no formal consequences for the Facility Manager or designee; however, the Company will not be held liable for long-term deficiencies not documented by City inspection reports.
- 1.17.6. Inspections may be conducted in conjunction with the Company; however, the Facility Manager or designee is still required to submit reports to the City as outlined in this Section.

**1.18. CMPD and Fleet Facility Specific Background Checks.**

Any Company employees working in or around CMPD facilities or in Fleet Management facilities operating on CMPD vehicles require a CMPD conducted Background Check before beginning work. A list of all potential Company employees that may work in CMPD facilities must be provided at least one (1) business week before they begin work for a Background Check to take place. Company employees shall complete the following:

- Finger printing at the CMPD Academy;
- Sign the CMPD Security Addendum; and
- Complete online CJIS training. Training is required every two (2) years and within six (6) months after a new employee is hired. Company must designate a person in the Company who is responsible for adding new employees and assuring the completion of training requirements. Each employee must have an email address for their CJIS account- it can be a personal account, but is required as part of the login to CJIS Online.

**1.19. Security.**

The Company shall provide to the City, upon request, the number of employees that will work in the facility and the number of hours that each individual employee will be working in the building each work shift. The Company shall notify the Facility Manager should the normal cleaning staff for a facility be absent and replacement staff be necessary.

Arrangements and security procedures to enter each facility will be made through the Facility Manager or designee. The security of keys and/or access cards issued to Company employees are the responsibility of the Company. Company employees must adhere to the security requirements of each facility. No facility keys or access card may be duplicated unless authorized by the City. Failure of the Company to properly account for keys may require the City to re-key the locks associated with the missing keys. The City reserves the right to deduct

the cost of re-keying from the Company's payment. The Company shall be responsible for securing all tenant entrances and turning off lighting at the end of the work shift.

Weapons, concealed or otherwise, are not permitted at any City facility at any time. All bags carried in by Janitorial staff are subject to inspection as they enter and leave a City facility.

**1.20. LEED-Certified Facilities Requirements.**

Certain City facilities that either have been awarded LEED Certification or aim to achieve LEED certification will need to follow stricter requirements that are listed in the City's Green Cleaning Policy, Exhibit G. The facility manager for LEED buildings will ensure the selected Company follows the City's Green Cleaning Policy and provide the cleaning equipment purchasing log in Exhibit G and products and materials purchasing log quarterly in year one and annually thereafter also in Exhibit G.

**1.21. Environmental Purchasing Requirements.**

The City is committed to reducing its environmental impact. Companies are required to provide information with their Proposals regarding the environmental attributes in Section 6, Form 11.

Companies shall utilize cleaning products that meet the following qualifications:

1.21.1. Recyclability: Packaging and/or containers are recyclable in Mecklenburg County. For a full list of recyclable items, please see <http://charmeck.org/mecklenburg/county/LUESA/SolidWaste/ResidentialRecycling/Pages/AcceptedItems.aspx>.

*Applicable Products: Cleaning solutions, refill bottles.*

1.21.2. Recycled Content: Products must contain at least 75% percent of recycled content, both pre- and post-consumer.

*Applicable Products: Cleaning solution containers, refill bottles, toilet paper, paper towels.*

1.21.3. Biodegradability: Products must be capable of decomposing under natural conditions.

*Applicable Products: Paper Products, cleaning solutions.*

1.21.4. Energy Efficiency: Any electronic equipment used shall be as energy efficient as possible. Equipment should be unplugged when not in use.

*Applicable Products: Carpet cleaners, tile buffers, vacuums.*

1.21.5. Reduced Toxicity: Products should meet Green Seal 37 standards or equivalent.

*Applicable Products: General purpose, bathroom, glass, and carpet cleaners.*

More information about Green Seal products can be found at: <http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>

1.21.6. End of Life Management: Products where the manufacturer or designee accepts the product back at the end-of-life.

*Applicable Products: Carpet cleaners, tile buffers, vacuums.*

1.21.7. LEED-Certified Facilities Requirements.

Certain City facilities that either have been awarded LEED Certification or aim to achieve LEED certification, and as such must follow stricter requirements as detailed in Exhibit G. Such certification shall be adhered to by the Company.

**1.22. Environmental Reporting Requirements.**

The Company shall furnish usage reports showing a summary of the ordering and/or history of each City Department for the previous quarter to City Procurement. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, City agency, and total dollars per agency. The City reserves the right to request additional information, if required, when reviewing contract activity. Reports shall indicate EPP purchases by month.

The Company(s) will be invited to attend twice annual Environmental Vendor Fairs at the City to advertise their green cleaning initiatives, products, and services.

**1.23. Company Training Plan.**

Each Company shall provide the City documentation detailing the Company training program that each Company employee assigned to a City facility will be required to complete. In addition, each Company shall provide the City a copy of the ongoing training plan for each Company employee assigned to a City facility.

**1.24. Company Incentive or Employee Reward Program.**

Each Company shall provide the City documentation detailing the incentive and reward program provided by the Company for employees assigned to City facilities.

**1.25. Service Changes.**

If a change needs to be made to any facility's Services during the term of the Contract, the City shall initiate the change procedures described in the contract section "Changes".

**1.25.1. General Changes.**

The City may need to adjust cleanable square footage, cleaning tasks or other Service changes and any corresponding changes to price. The City shall send the changes in writing to the Company with the new applicable invoice amount as soon as possible. Should changes occur mid-month, applicable invoices shall reflect a pro-rated cost.

**1.25.2. Changes to Facilities.**

The City reserves the right to add or remove facilities from a Company with thirty (30) days written notification. The City will send the ending Company a Facility Termination Letter and the new Company a Facility Initiation Letter.

**1.26. Additional Required Company Meetings**

Facility Managers may invite the Company to the facility for periodic meetings that the Company must attend. The City will review Company performance and collaboratively implement any needed resolutions.



EXHIBIT B.1 – FACILITY INFORMATION SHEET

Facility Information Sheet – CMGC Main

**General Information:**

Department: E&PM

Facility: CMGC

Address: 600 E. 4th St.

Facility Manager: Dianne Frederick, 704-432-4350

Facility Janitorial Services Manager (if applicable): None

**Facility Information:**

Cleanable square footage: 387,928

Total square footage: 387,928

# of employees in the facility (approx.): 1000

# of floors: 15

# of bathrooms: 43

# of showers: 7

# of break rooms: 18

# of exercise spaces: 0

Days and hours open for normal business: M-F, 7am- 6pm

Parking accommodations for company employees: Free parking is provided in CMGC deck available after 4pm (requires ID badge); Free on-street parking available after 6pm; Located on bus route

Janitorial supplies storage: Janitorial closet on each floor; Janitorial office provided in basement

Special supplies required: Furnish feminine products in 19 women's restrooms for resale; Toilet seat covers

Other facility information: A very limited crew operates on City holidays; a minimal staff operates 24 hours a day, primarily security guards. No recycling container collection is required.

**Cleaning Requirements:**

Cleaning Tier: 0

Day Cleaning Services: 2 Day Porters (works 8 hours 8am-5pm M-F)

Night Cleaning Services: Night cleaning, M-F, 6pm-12am window

Weekend cleaning required: Rarely

Holiday cleaning required: Rarely

Facility security requirements: City-provided badge is required at all times

**Flooring:**

Tile square footage: 37,305

Tile type: VCT

Carpet square footage: 297,660

Other square footage: 52,963 Other flooring type: 23,768 of Terrazzo; 29,195 (35 levels, 3 separate stairwells and loading dock) concrete

**Facility Information Sheet – Old City Hall**

**General Information:**

**Department:** E&PM

**Facility:** Old City Hall

Address: 600 E. Trade St.

Facility Manager: Dianne Frederick, 704-432-4350

**Facility Janitorial Services Manager (if applicable):** None

**Facility Information:**

**Cleanable square footage:** 38,484

**Total square footage:** 38,484

**# of employees in the facility (approx.):** 75

**# of floors:** 4

**# of bathrooms:** 8

**# of showers:** 0

**# of break rooms:** 1

**# of exercise spaces:** 0

**Days and hours open for normal business:** M-F, 8am-5pm

**Parking accommodations for company employees:** Free parking is provided in CMGC deck available after 4pm (requires ID badge); Free on-street parking available after 6pm; Located on bus route

**Janitorial supplies storage:** One closet provided in basement

**Special supplies required:** Furnish feminine products in women's restrooms for resale; Toilet seat covers

**Other facility information:** Closed for holidays.

**Cleaning Requirements:**

**Cleaning Tier:** 0

**Day Cleaning Services:** Share Day Porters from CMGC to restock bathrooms/break rooms and respond to other cleaning issues that arise during the day

**Night Cleaning Services:** Night cleaning, M-F, 6pm-12am window

**Weekend cleaning required:** No

**Holiday cleaning required:** No

**Facility security requirements:** City-provided badge is required at all times

**Flooring:**

**Tile square footage:** 2,609

**Tile type:** VCT

**Carpet square footage:** 28,397

**Other square footage:** 7,478

**Other flooring type:** Marble

**EXHIBIT B.2 – FACILITY TASK LIST**

3.5.1.1 TASK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>LOBBIES, CORRIDORS &amp; PASSAGEWAYS</b>												
Vacuum & spot clean all carpeted areas	D	D	D	D	D	D	D	D	D	D	D	D
Spot clean vinyl & painted surfaces	D	D	D	D	D	D	D	D	D	D	D	D
Dust fixtures, railings, ledges & sills (8')	W	W	W	W	W	W	W	W	W	W	W	W
Dust & clean directory signs	W	W	W	W	W	W	W	W	W	W	W	W
Clean dumpster areas	D	D	D	D	D	D	D	D	D	D	D	D
Clean sand-filled cigarette urns	D	D	D	D	D	D	D	D	D	D	D	D
Damp mop lobby floors	D	D	D	D	D	D	D	D	D	D	D	D
Clean and disinfect water fountains	D	D	D	D	D	D	D	D	D	D	D	D
Spray buff vinyl areas & terrazzo	W	W	W	W	W	W	W	W	W	W	W	W
Vacuum carpet edges	W	W	W	W	W	W	W	W	W	W	W	W
Clean baseboards	W	W	W	W	W	W	W	W	W	W	W	W
Dust/vacuum upholstered chairs & benches	W	W	W	W	W	W	W	W	W	W	W	W
Empty wastebasket	D	D	D	D	D	D	D	D	D	D	D	D
Wash wastebaskets A/R	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Sweep stairwells	W	W	W	W	W	W	W	W	W	W	W	W
Shampoo carpeted areas to remove spots & stains	D	D	D	D	D	D	D	D	D	D	D	D
Spot mop stairs & landings in stairwells	W	W	W	W	W	W	W	W	W	W	W	W
Dust all window ledges	1X			1X			1X			1X		
Clean tops of revolving doors	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Clean glass windows & doors - both sides (6')	D	D	D	D	D	D	D	D	D	D	D	D
<b>GENERAL OFFICE AREAS:</b>												
Empty wastebaskets	D	D	D	D	D	D	D	D	D	D	D	D
Wash wastebaskets	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
Spot clean glass doors in all offices	D	D	D	D	D	D	D	D	D	D	D	D
Vacuum high traffic areas	D	D	D	D	D	D	D	D	D	D	D	D
Completely vacuum all carpet	W	W	W	W	W	W	W	W	W	W	W	W
Spot clean carpet	D	D	D	D	D	D	D	D	D	D	D	D
Dust mop non-carpeted floors	D	D	D	D	D	D	D	D	D	D	D	D
Damp mop hard-surfaced floors	D	D	D	D	D	D	D	D	D	D	D	D
Dust venetian blinds and high ledges		1X			1X			1X			1X	
Damp wipe venetian blinds and high ledges				1X						1X		
Clean glass furniture tops	D	D	D	D	D	D	D	D	D	D	D	D
Collect trash & remove to compactor	D	D	D	D	D	D	D	D	D	D	D	D
Dust desk tops & horizontal furniture	D	D	D	D	D	D	D	D	D	D	D	D
Damp wipe & disinfect telephones	W	W	W	W	W	W	W	W	W	W	W	W
Dust carpet edges	D	D	D	D	D	D	D	D	D	D	D	D
Dust planters; wash A/R	W	W	W	W	W	W	W	W	W	W	W	W
Spot clean painted surfaces	W	W	W	W	W	W	W	W	W	W	W	W
Dust all fixtures, equip., pictures, ledges, windows sills & lockers to 8'	W	W	W	W	W	W	W	W	W	W	W	W
Vacuum upholstered furniture. Damp wipe vinyl/plastic covered furniture	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X

Clean baseboards	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Clean air ventilators			1X							1X		
Strip, seal & wax vinyl tile floors				1X							1X	
Spray buff vinyl floors	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
Dust vertical wall surfaces & spot clean	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
<b>RESTROOMS</b>												
Sweep & damp mop floors	D	D	D	D	D	D	D	D	D	D	D	D
Wash & polish mirrors	D	D	D	D	D	D	D	D	D	D	D	D
Wash & polish all bright work	D	D	D	D	D	D	D	D	D	D	D	D
Clean/disinfect urinals, toilets, sinks	D	D	D	D	D	D	D	D	D	D	D	D
Dust/spot wash walls/partitions	D	D	D	D	D	D	D	D	D	D	D	D
Empty/disinfect sanitary receptacles	D	D	D	D	D	D	D	D	D	D	D	D
Replenish paper products/soap	D	D	D	D	D	D	D	D	D	D	D	D
Empty trash containers	D	D	D	D	D	D	D	D	D	D	D	D
Wash refuse containers, inside & out	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Clean fittings & supply pipes	D	D	D	D	D	D	D	D	D	D	D	D
Machine scrub floors	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Clean exhaust fan grills	1X			1X				1X			1X	
Wash vinyl walls & partitions		1X			1X				1X			1X
Dust lighting fixtures	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Fill floor drains trap with water	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Refill air freshener & batteries	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
Clean mirrors	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Spot clean mirrors	D	D	D	D	D	D	D	D	D	D	D	D
<b>BREAKROOM &amp; CANTEEN AREAS</b>												
Damp mop vinyl floors	D	D	D	D	D	D	D	D	D	D	D	D
Vacuum & spot clean carpet	D	D	D	D	D	D	D	D	D	D	D	D
Empty trash & remove to compactor	D	D	D	D	D	D	D	D	D	D	D	D
Clean countertops	D	D	D	D	D	D	D	D	D	D	D	D
Damp wipe chair seats	D	D	D	D	D	D	D	D	D	D	D	D
Clean fronts of vending machines	D	D	D	D	D	D	D	D	D	D	D	D
Wash trash containers	W	W	W	W	W	W	W	W	W	W	W	W
Spot clean vertical wall area	W	W	W	W	W	W	W	W	W	W	W	W
Spray buff tile floor	W	W	W	W	W	W	W	W	W	W	W	W
Strip, seal & wax vinyl tile floor	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
<b>ELEVATORS</b>												
Clean doors at each floor level	D	D	D	D	D	D	D	D	D	D	D	D
Vacuum interior carpeted areas	D	D	D	D	D	D	D	D	D	D	D	D
Clean & polish interior siding	D	D	D	D	D	D	D	D	D	D	D	D
Polish each floor call-station	D	D	D	D	D	D	D	D	D	D	D	D
Clean elevator ceiling panels					1X							1X
Scrub floor where applicable	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
Spot clean carpet	D	D	D	D	D	D	D	D	D	D	D	D
Damp mop tile floors	D	D	D	D	D	D	D	D	D	D	D	D
Clean elevator door thresholds	D	D	D	D	D	D	D	D	D	D	D	D
Operate freight elevator after 6:00 pm	D	D	D	D	D	D	D	D	D	D	D	D
<b>JANITORIAL CLOSETS</b>												
Dust all horizontal surfaces	W	W	W	W	W	W	W	W	W	W	W	W
Scour, wash & disinfect wash basin	W	W	W	W	W	W	W	W	W	W	W	W
Wash all bright work	W	W	W	W	W	W	W	W	W	W	W	W
Sweep & spot mop floors	W	W	W	W	W	W	W	W	W	W	W	W
Replenish paper products & soap	W	W	W	W	W	W	W	W	W	W	W	W
Wash floors with disinfectant stripper solution	1X							1X				
Fill floor drain traps with water	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
<b>ELECTRICAL CLOSETS</b>												

Clean and list any panels or doors left open or unlocked	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Sweep and pick up all trash	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
<b>CONFERENCE ROOMS</b>												
Empty trash	D	D	D	D	D	D	D	D	D	D	D	D
Dust conference room tables	D	D	D	D	D	D	D	D	D	D	D	D
Vacuum carpeted areas	D	D	D	D	D	D	D	D	D	D	D	D
Damp wipe & disinfect phones	D	D	D	D	D	D	D	D	D	D	D	D
Spot clean carpet	D	D	D	D	D	D	D	D	D	D	D	D
Dust venetian blinds		1X			1X			1X			1X	
Wash wastebaskets	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
Clean conference room glass walls/both sides (6')	D	D	D	D	D	D	D	D	D	D	D	D
<b>COMPUTER ROOMS</b>												
Empty trash	D	D	D	D	D	D	D	D	D	D	D	D
Dust mop floors	D	D	D	D	D	D	D	D	D	D	D	D
Damp mop floors	2X/W	2X/W	2X/W	2X/W	2X/W	2X/W	2X/W	2X/W	2X/W	2X/W	2X/W	2X/W
Dust desk tops & horizontal surfaces	D	D	D	D	D	D	D	D	D	D	D	D
Machine scrub floor	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Vacuum underneath floor tiles				1X								
<b>CMGC FITNESS CENTER</b>												
Spot vacuum carpet	D	D	D	D	D	D	D	D	D	D	D	D
Spot clean mirrors	D	D	D	D	D	D	D	D	D	D	D	D
Fully vacuum carpet	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X
Shampoo carpet	W	W	W	W	W	W	W	W	W	W	W	W
Scrub/disinfect showers	W	W	W	W	W	W	W	W	W	W	W	W
Replace shower curtain	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Clean mirrors	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
<b>DAY PORTER DUTIES</b>												
15 <sup>th</sup> floor: check Mayor/Manager's restrooms, breakrooms, conference rooms	D	D	D	D	D	D	D	D	D	D	D	D
Lobby/Plaza: sweep, pull trash, spot clean glass, wipe outside tables, check restrooms	D-A/N	D-A/N	D-A/N	D-A/N	D-A/N	D-A/N	D-A/N	D-A/N	D-A/N	D-A/N	D-A/N	D-A/N
Write work orders for maintenance, set-up and night crew	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
11 <sup>th</sup> floor County Clerk's Office: vacuum, dust, pull trash	D	D	D	D	D	D	D	D	D	D	D	D
Empty CMGC ash urns	3XD	3XD	3XD	3XD	3XD	3XD	3XD	3XD	3XD	3XD	3XD	3XD
7 <sup>th</sup> floor City Clerk's Office: vacuum, dust, pull trash	D	D	D	D	D	D	D	D	D	D	D	D
City Hall: restock restrooms (incl. sanitary machines) and breakrooms; spot clean glass; sweep inside and out, wipe outside tables, pull outside trash and ash urns, collect cardboard. Sweep up trash and leaves outside.	D	D	D	D	D	D	D	D	D	D	D	D
CMGC - All floors: Restock restrooms (incl. sanitary machines) and breakrooms. Check conference rooms and collect cardboard.	D	D	D	D	D	D	D	D	D	D	D	D
Perimeter of CMGC: Sweep up trash, leaves, etc. Pull												

trash at all entrances. Vacuum w/large backpack	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
Respond to customer requests for service	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
<b>CMGC LOADING DOCK &amp; VIP PARKING</b>												
Sweep and pick-up debris	D	D	D	D	D	D	D	D	D	D	D	D
Mop spills	D	D	D	D	D	D	D	D	D	D	D	D
Empty trash cans	D	D	D	D	D	D	D	D	D	D	D	D
Wash trash cans	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X	1X
Machine blow	1W	1W	1W	1W	1W	1W	1W	1W	1W	1W	1W	1W
Machine scrub	1M	1M	1M	1M	1M	1M	1M	1M	1M	1M	1M	1M
Pressure wash				1X						1X		
<b>CMGC LOBBY CARPET</b>												
Offices		1X										
Conference Rooms	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
<b>2<sup>nd</sup> FLOOR CARPET</b>												
Offices			1X									
Common Areas			1X									
Conference Rooms	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
Corridors	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
<b>CMGC 3<sup>rd</sup> FLOOR CARPET</b>												
Elevator Lobby				1x						1x		
Common Area Carpets (incl. Conf. Rms.)							1x					
Entire Floor Carpets	1x											
<b>CMGC 4<sup>th</sup> FLOOR CARPET</b>												
Elevator Lobby					1x						1x	
Common Area Carpets (incl. Conf. Rms.)								1x				
Entire Floor Carpets		1x										
<b>CMGC 5<sup>th</sup> FLOOR CARPET</b>												
Elevator Lobby						1x						1x
Common Area Carpets (incl. Conf. Rms.)									1x			
Entire Floor Carpets			1x									
<b>CMGC 6<sup>th</sup> FLOOR CARPET</b>												
Elevator Lobby	1x						1x					
Common Area Carpets (incl. Conf. Rms.)										1x		
Entire Floor Carpets				1x								
<b>CMGC 7<sup>th</sup> FLOOR CARPET</b>												
Elevator Lobby		1x						1x				
Common Area Carpets (incl. Conf. Rms.)											1x	
Entire Floor Carpets					1x							
<b>CMGC 8<sup>th</sup> FLOOR CARPET</b>												
Elevator Lobby			1x							1x		
Common Area Carpets (incl. Conf. Rms.)												1x
Entire Floor Carpets						1x						
<b>CMGC 9<sup>th</sup> FLOOR CARPET</b>												
Elevator Lobby				1x						1x		
Common Area Carpets (incl. Conf. Rms.)	1x											
Entire Floor Carpets							1x					
<b>CMGC 10<sup>th</sup> FLOOR CARPET</b>												
Elevator Lobby					1x						1x	
Common Area Carpets (incl. Conf. Rms.)		1x										
Entire Floor Carpets								1x				
<b>CMGC 11<sup>th</sup> FLOOR CARPET</b>												
Elevator Lobby						1x						1x

Common Area Carpets (Incl. Conf. Rms.)			1x									
Entire Floor Carpets								1x				
CMGC 12 <sup>th</sup> FLOOR CARPET												
Elevator Lobby	1x						1x					
Common Area Carpets (Incl. Conf. Rms.)				1x								
Entire Floor Carpets									1x			
CMGC 14 <sup>th</sup> FLOOR CARPET												
Elevator Lobby		1x						1x				
Common Area Carpets (Incl. Conf. Rms.)					1x							
Entire Floor Carpets											1x	
CMGC 15 <sup>th</sup> FLOOR CARPET												
Elevator Lobby			1x							1x		
Common Area Carpets (Incl. Conf. Rms.)						1x						
Entire Floor Carpets												1x
CMGC BASEMENT CARPET												
Offices, including Control Room				1x								
Conference Rooms	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
Corridors	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N	A/N
CITY HALL CARPET												
Entire Building	1x											

**EXHIBIT B.3 – FACILITY INSPECTION SHEET**

<b>Date of Inspection:</b>				
<b>Facility Name and/or Address:</b>				
<b>Janitorial Contractor:</b>				
<b>Contractor Present?</b>				
<b>City of Charlotte Inspector:</b>				
	<b>PASS</b>	<b>FAIL</b>	<b>N/A</b>	<b>NOTES</b>
<b>FLOORS</b>				
Vacuum/Sweep/Dust Mop - high traffic areas				
Vacuum/Sweep/Dust Mop - low traffic areas				
Wet mop hard floor surfaces - high traffic areas				
Wet mop hard floor surfaces - low traffic areas				
Vacuum/Sweep entry mats				
Remove and deep clean entry mats				
Pour water in floor drains (approx. 1 gallon each)				
Spray/Buf hard surface floors				
Scrub grouted tile floors				
Strip/Wax/Burnish hard surface floors				
Spot clean carpet				
Deep clean carpets - high traffic areas				
Deep clean carpets - low traffic areas				
<b>TRASH &amp; RECYCLING</b>				
Empty trash receptacles - deskside				
Empty recycling receptacles - deskside				
Empty trash receptacles - common areas				
Empty recycling receptacles - common areas				
<b>VERTICAL SURFACES</b>				
Clean restroom mirrors with disinfectant				
Clean restroom stall dividers with disinfectant				
Clean interior glass - lobbies				
Clean interior glass - offices, doors				
Spot clean walls, doors				
"Construction" clean restroom walls				
<b>HORIZONTAL SURFACES</b>				
Clean sinks, countertops, meeting room table tops				
Dust (below 5') - high traffic and common areas				
Dust (below 5') - low traffic areas				
Dust (above 5') incl. HVAC vents, light covers				
<b>FIXTURES &amp; APPLIANCES</b>				
Disinfect water fountains				
Clean and sanitize toilets, urinals, lavatories, faucets				
Clean and sanitize showers				
Clean and polish chrome, stainless steel fixtures				
Disinfect telephones - common areas				
Disinfect telephones - offices/cubicles				
Clean refrigerator and microwave exteriors				



Clean vending and coffee machine exteriors				
Clean refrigerator and microwave interiors				
<b>RESTOCKING</b>				
Restock paper and soap dispensers				
Restock toilet seat covers and sanitary products				
Replace batteries (vendor provided) in dispensers				
<b>OTHER</b>				
Blow leaves from entry areas				
Clean stairwell handrails				
Spot clean upholstery				
Clean baseboards				
Clean trash cans inside and out - common areas				
Dust window blinds				
Clean out janitorial rooms, closets				
<b>TOTALS</b>				

### EXHIBIT C – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the contract for Citywide Janitorial Services (the "Contract") between the City of Charlotte and **ISS Facility Services, Inc.** (the "Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form 9 – Vendor Debarment Certification is incorporated herein as **Form C.1** below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 10 –Byrd Anti-Lobbying Certification is incorporated herein as **Form C.2** below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.

**EXHIBIT C.1 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

**REQUIRED FORM 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS**

**RFP # 269-2019-006**

**Citywide Janitorial Services**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

\_\_\_\_\_  
Jason Pitcock  
(Print Name)  
Vice-President  
\_\_\_\_\_  
Title

*Jason Pitcock*  
\_\_\_\_\_  
Signature  
November 27, 2018  
\_\_\_\_\_  
Date

**I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

**EXHIBIT C.2 – BYRD ANTI-LOBBYING CERTIFICATION**

**REQUIRED FORM 10 - BYRD ANTI-LOBBYING CERTIFICATION**

**RFP # 269-2019-006**

**Citywide Janitorial Services**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ISS Facility Services, Inc. \_\_\_\_\_ (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Jason Pitcock  
(Print Name)  
*Jason Pitcock*  
Authorized Signature  
November 27, 2018  
Date

ISS Facility Services, Inc.  
Company Name  
1019 Central Parkway N.  
Address  
San Antonio, TX 78232  
City/State/Zip

Contract #: 2019001106  
Vendor #: 94458

**EXHIBIT D – CBI LETTER OF INTENT**





**CBI FORM 4: Letter of Intent**

Per the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each Minority, Woman, Small Business Enterprise (MWSBE) listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	CHARLOTTE MECKLINBURG GOVERNMENT CENTER & OLD CITY HALL
Project Number:	01-00

**TO BE COMPLETED BY THE BIDDER/VENDOR:**

Name of Bidder/Vendor: ISS FACILITY SERVICES, INC City Vendor #:  
 Address: 1019 CENTRAL PARKWAY NORTH, SUITE 100 City: SAN ANTONIO State: TX Zip: 78232  
Primary Contact  
 Name: STEVEN SCHENBURN or DALE MORTON Email: [steven.schenburn@us.issworld.com](mailto:steven.schenburn@us.issworld.com) or [dale.morton@us.issworld.com](mailto:dale.morton@us.issworld.com)  
 Phone: 704-993-8917 Steve / 864-313-0239 Dale Fax: N/A

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned MWSBE.

Fully detail the scope of work to be performed or item(s) to be supplied by the MWSBE subcontractor:

The following will be done in all assigned areas:

Clean and disinfect restrooms, refill paper in rest rooms, vacuum carpet, sweep and mop hard surface floors, dust all surfaces, wipe down break room counters, clean refrigerators inside and out, clean microwaves inside and out, detail vacuum under desks, clean glass partitions/walls, spot clean walls and doors, clean and disinfect water fountains, maintain janitor closet.

Detail commitment to subcontractor below:

Sub-Contractor Name	City Vendor Number	Designation Type(s) (MBE, WBE, SBE)	Total \$ amount to Be Paid to Subcontractor	Committed % Percentage Assigned to Subcontractor
Bucket Mop And Broom Cleaning Service LLC		MBE/SBE	\$2,950 MTH	7.5%

**TO BE COMPLETED BY THE MWSBE SUBCONTRACTOR:**

Name of MWSBE Subcontractor: Bucket Mop And Broom Cleaning Service LLC City Vendor #:  
 Address: 2525 Distribution Street City: Charlotte State: NC Zip: 28205  
Primary Contact  
 Name: BARRY MOSLEY Email: [bmosley@bucketmopandbroom.com](mailto:bmosley@bucketmopandbroom.com)  
 Phone: 877-734-0781 ext 101 Fax: 877-734-0781

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the MWSBE listed above, and that the description, cost, and percentage of work to be performed by the MWSBE as described above is accurate.

Bidder/Vendor Signature: [Signature] Title: Director of Operations Date: 4/25/19

The MWSBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Subcontractor: [Signature] Title: OWNER Date: 4/23/2019



**CBI FORM 4: Letter of Intent**

Per the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each Minority, Woman, Small Business Enterprise (MWSBE) listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	CHARLOTTE MECKLINBURG GOVERNMENT CENTER & OLD CITY HALL
Project Number:	01-00

**TO BE COMPLETED BY THE BIDDER/VENDOR:**

Name of Bidder/Vendor: ISS FACILITY SERVICES, INC City Vendor #:  
 Address: 1019 CENTRAL PARKWAY NORTH, SUITE 100 City: SAN ANTONIO State: TX Zip: 78232  
Primary Contact  
 Name: STEVEN SCHENBURN or DALE MORTON Email: [steven.schenburn@us.issworld.com](mailto:steven.schenburn@us.issworld.com) or [dale.morton@us.issworld.com](mailto:dale.morton@us.issworld.com)  
 Phone: 704-993-8917 Steve / 864-313-0239 Dale Fax: N/A

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned MWSBE.

Fully detail the scope of work to be performed or item(s) to be supplied by the MWSBE subcontractor:

The following will be done in all assigned areas:

Clean and disinfect restrooms, refill paper in rest rooms, vacuum carpet, sweep and mop hard surface floors, dust all surfaces, wipe down break room counters, clean refrigerators inside and out, clean microwaves inside and out, detail vacuum under desks, clean glass partitions/walls, spot clean walls and doors, clean and disinfect water fountains, maintain janitor closet.

Detail commitment to subcontractor below:

Sub-Contractor Name	City Vendor Number	Designation Type(s) (MBE, WBE, SBE)	Total \$ amount to Be Paid to Subcontractor	Committed % Percentage Assigned to Subcontractor
Absolute Cleaning + Restoration LLC		MSBE	\$2,950 MTH	7.5%

**TO BE COMPLETED BY THE MWSBE SUBCONTRACTOR:**

Name of MWSBE Subcontractor: Absolute Cleaning + Restoration, LLC City Vendor #:  
 Address: 10618 Red Pine Ct City: Charlotte State: NC Zip: 28226  
Primary Contact  
 Name: Stephanie Smith Email: Stephanie@etc.net  
 Phone: 704 299 8906 Fax: 704 971 4269

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the MWSBE listed above, and that the description, cost, and percentage of work to be performed by the MWSBE as described above is accurate.

Bidder/Vendor Signature: [Signature] Title: Director of Operations Date: 4/25/19  
 Signature Title Date

The MWSBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Subcontractor: [Signature] Title: CEO Date: April 23, 2019  
 Signature Title Date





**CBI FORM 4: Letter of Intent**

Per the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each Minority, Woman, Small Business Enterprise (MWSBE) listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	CHARLOTTE MECKLINBURG GOVERNMENT CENTER & OLD CITY HALL
Project Number:	01-00

**TO BE COMPLETED BY THE BIDDER/VENDOR:**

Name of Bidder/Vendor: ISS FACILITY SERVICES, INC City Vendor #:  
 Address: 1019 CENTRAL PARKWAY NORTH, SUITE 100 City: SAN ANTONIO State: TX Zip: 78232

Primary Contact  
 Name: STEVEN SCHENBURN or DALE MORTON Email: [steven.schenburn@us.issworld.com](mailto:steven.schenburn@us.issworld.com) or [dale.morton@us.issworld.com](mailto:dale.morton@us.issworld.com)  
 Phone: 704-993-8917 Steve / 864-313-0239 Dale Fax: N/A

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned MWSBE.

Fully detail the scope of work to be performed or item(s) to be supplied by the MWSBE subcontractor:  
The following will be done in all assigned areas:  
Clean and disinfect restrooms, refill paper in rest rooms, vacuum carpet, sweep and mop hard surface floors, dust all surfaces, wipe down break room counters, clean refrigerators inside and out, clean microwaves inside and out, detail vacuum under desks, clean glass partitions/walls, spot clean walls and doors, clean and disinfect water fountains, maintain janitor closet.

Detail commitment to subcontractor below:

Sub-Contractor Name	City Vendor Number	Designation Type(s) (MBE, WBE, SBE)	Total \$ amount to Be Paid to Subcontractor	Committed % Percentage Assigned to Subcontractor
AC Pro Cleaning and Environmental Services	301135	MBE	\$5,800 MTH	15%

**TO BE COMPLETED BY THE MWSBE SUBCONTRACTOR:**

Name of MWSBE Subcontractor: AC Pro Cleaning and Environmental Services City Vendor #: 301135  
 Address: 7203 Holburn Ct City: Charlotte State: NC Zip: 28227

Primary Contact  
 Name: Andre Caulton Email: andre.caulton@at.net  
 Phone: 704-891-0300 mobile Fax: \_\_\_\_\_

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the MWSBE listed above, and that the description, cost, and percentage of work to be performed by the MWSBE as described above is accurate.

Bidder/Vendor Signature: [Signature] Title: Director of Operations Date: 4/25/19  
 Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

The MWSBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Subcontractor: [Signature] Title: President Date: 4/23/19  
 Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**CBI FORM 4: Letter of Intent**

Per the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each Minority, Woman, Small Business Enterprise (MWSBE) listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	CHARLOTTE MECKLINBURG GOVERNMENT CENTER & OLD CITY HALL
Project Number:	01-00

**TO BE COMPLETED BY THE BIDDER/VENDOR:**

Name of Bidder/Vendor: ISS FACILITY SERVICES, INC City Vendor #:  
 Address: 1019 CENTRAL PARKWAY NORTH, SUITE 100 City: SAN ANTONIO State: TX Zip: 78232

Primary Contact  
 Name: STEVEN SCHENBURN or DALE MORTON Email: [steven.schenburn@us.issworld.com](mailto:steven.schenburn@us.issworld.com) or [dale.morton@us.issworld.com](mailto:dale.morton@us.issworld.com)  
 Phone: 704-993-8917 Steve / 864-313-0239 Dale Fax: N/A

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned MWSBE.

Fully detail the scope of work to be performed or item(s) to be supplied by the MWSBE subcontractor:  
The following will be done in all assigned areas:  
 Clean and disinfect restrooms, refill paper in rest rooms, vacuum carpet, sweep and mop hard surface floors, dust all surfaces, wipe down break room counters, clean refrigerators inside and out, clean microwaves inside and out, detail vacuum under desks, clean glass partitions/walls, spot clean walls and doors, clean and disinfect water fountains, maintain janitor closet.

Detail commitment to subcontractor below:

Sub-Contractor Name	City Vendor Number	Designation Type(s) (MBE, WBE, SBE)	Total \$ amount to Be Paid to Subcontractor	Committed % Percentage Assigned to Subcontractor
ATL+C	498553	SBE/WBE	\$2,950 MTH	7.5%

**TO BE COMPLETED BY THE MWSBE SUBCONTRACTOR:**

Name of MWSBE Subcontractor: ATL+C City Vendor #: 498553  
 Address: 113 N Indian Trail Rd City: Indian Trail State: NC Zip: 28079

Primary Contact  
 Name: Latorya Agurs Email: [atlc/leas@gmail.com](mailto:atlc/leas@gmail.com)  
 Phone: 704-200-5115 Fax: (866) 306-2904

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the MWSBE listed above, and that the description, cost, and percentage of work to be performed by the MWSBE as described above is accurate.

Bidder/Vendor Signature: W. Dale Mort Title: Director of Operations Date: 4/25/19  
 Signature Title Date

The MWSBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Subcontractor: Rodney B. Brown Title: Field Manager Date: 4-23-19  
 Signature Title Date

**EXHIBIT E – PAYMENT AFFIDAVIT**



**CBI FORM 6: Payment Affidavit - Subcontractor / Supplier Utilization**

Per Part D, Section 9 of the CBI Policy, for Contracts of \$10,000 or more, Contractors must submit this form with each request for payment from the City of Charlotte showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and / or members of a joint venture in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting CBI Form 6 from all subsequent lower tiers.

Project Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Payment / Invoice # \_\_\_\_\_

Contract Number: \_\_\_\_\_ Invoice Amount: \$ \_\_\_\_\_

Payment Period: From \_\_\_\_\_ To \_\_\_\_\_ City Department: \_\_\_\_\_

FINAL PAYMENT  Check this box only when submitting Final Pay request.

**Section 1: Payments to SUBCONTRACTORS (MBEs/SBEs and Non-MBEs/SBEs)**

Complete the chart below for all subcontractors used on the Project/Contract regardless of dollar amount. All subcontractors must be registered in the City's Vendor System.

Subcontractor's Name	Certification: SBE/MBE	Description of Work Performed	NIGP Code	Vendor #	Payments this Period	Cumulative Payments

**Section 2: Payments to SUPPLIERS**

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City's Vendor System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned Business Enterprise certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Business Enterprise certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business Inclusion Policy and may result in the sanctions prescribed therein.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature	Print Name and Title			
<u>To be completed by City for FINAL PAYMENT</u>	SBE Goal:	%	MBE Goal:	%
Total Paid to Contractor: \$	SBE Goal Commitment:	%	MBE Goal Commitment:	%
Total Paid to SBEs: \$	SBE Goal Attainment:	%	MBE Goal Attainment:	%
Total Paid to MBEs: \$				

**EXHIBIT F – CBI POLICY PART C and D**  
**CHARLOTTE BUSINESS INCLUSION PROGRAM**  
**Part C**  
**CBI Program**  
**Service Contracts**

**Section 1: Scope**

This document covers SBE and MWBE outreach for Service Contracts. Service Contracts include any Contracts in which a Business Enterprise agrees to provide services to the City other than construction. Examples include Contracts for architectural, engineering, surveying or construction management services, janitorial services, computer consulting and language interpretation. Unless otherwise provided, capitalized terms are defined in Appendix 1 to Part A of the Program and Section references refer to this Part C. The City’s process for establishing MBE, WBE, SBE and/or MWSBE Goals (collectively, “Subcontracting Goals”) for Service Contracts is described in Part A of this Policy and guidelines established by the Program Manager.

**Section 2: General Requirements**

**2.1.** For Service Contracts, the City may choose one or more of the following SBE and MWBE outreach options:

(a) **Subcontracting Goals.** The City may set an SBE Goal for the Contract. The City may also set MBE, WBE and MWSBE Goals for the Contract, but only for those categories of firms that have experienced discrimination in the Charlotte CSA and have been adversely impacted in their ability to obtain Service Contracts with the City, as documented by the City. The City shall not establish Subcontracting Goals for Service Contracts where: (a) there are no subcontracting opportunities identified for the Contract; or (b) there are no SBEs or MWBEs (as applicable) certified to perform the scopes of work that the City regards as realistic opportunities for subcontracting

(b) **Stated Commitment and Utilization Affidavit.** The City may require each Proposer to submit with its Proposal or otherwise: (a) the Proposer’s Committed Subcontracting Goals; and (b) an affidavit listing the SBEs and MWBEs it intends to use on the Contract and any related information requested by the City (the “Utilization Affidavit”).

(c) **Participation Plan.** The City may require the Proposer to submit a Participation Plan describing how it intends to solicit SBE and MWBE participation on the Contract (the “Participation Plan”). The City may provide a form for the Participation Plan, or may specify what it needs to include.

(d) **Good Faith Negotiation.** The City may require Proposers to complete forms or provide documentation of having complied with the Good Faith Negotiation requirements set forth in Section 4.

(e) **GFE Affidavit.** The City may require the Proposer to submit a statement of the Good Faith Efforts that it undertook to secure SBE and/or MWBE participation in the Contract (the “GFE Affidavit”). Good Faith Efforts are defined in Section 5. The City may require a specific form for the GFE Affidavit, or may specify what it needs to include.

(f) **GFE Documentation.** A Proposer shall complete such forms and provide such documentation as may be required by the City in the City Solicitation Documents or requested by the City at any time to document the GFEs undertaken (the “GFE Documentation”). The Proposer must submit the GFE Documentation within the time specified by the City. If the City does not specify a time, the Proposer must submit GFE Documentation within **3 Business Days** after the City requests it. The City may request GFE Documentation from all Proposers, or may limit such request to one Proposer or a group of Proposers (including the lowest Proposers, a group of randomly selected Proposers, Proposers that have had compliance issues in the past or such other categories as the City may deem appropriate).

(g) **Letter of Intent.** The City may require each Proposer to submit a separate Letter of Intent for each SBE and MWBE listed in the Utilization Affidavit toward meeting a Subcontracting Goal. Proposers may use the Letter of Intent form that the City provides with the City Solicitation Documents or may use an alternative form if it contains the same information as the City’s form. Regardless of the form, each Letter of Intent must be executed by both the SBE or MWBE and the Proposer.

(h) **Negotiated Goals.** The City may seek to negotiate Subcontracting Goals after Proposals have been submitted, provided that the City shall only seek to negotiate MBE, WBE and MWSBE goals for those categories of firms that have experienced discrimination in the Charlotte CSA and have been adversely impacted in their ability to obtain Service Contracts with the City, as documented by the City.

**2.2. Submission Requirements and Consideration.** The documentation that the City requires for a particular Contract under Section 2.1 is called the "MWSBE Outreach Documentation." The City may require Proposers to submit their MWSBE Outreach Documentation with their Proposals or at any time specified by the City. Unless the City specifies another deadline in writing, Proposers shall submit it within three (3) days after receiving a request from the City. The City may consider the Proposer's MWSBE Outreach Documentation as a factor in the evaluation process, and may exclude a Proposal from further consideration if the City determines that the Proposer has not provided required documentation, has not made adequate Good Faith Efforts (if applicable), has not met the Good Faith Negotiation Requirements (if applicable) or has failed to provide a reasonable Participation Plan (if applicable). Such determination may occur before or after the Proposal is sent to the City evaluation committee.

**2.3. Self-Performance.** Self-Performance does not exempt Proposers from meeting the requirements of the CBI Program for Service Contracts.

Proposers that elect to fully self-perform a Service Contract where the City has set a Subcontracting Goal must comply with each of the following provisions. Failure to do so will be considered as a factor in the Proposal evaluation process and may result in a Proposal being excluded from consideration:

(a) The Proposer must certify in its Proposal that: (i) it is licensed, qualified and able to perform all aspects of the Contract without subcontracting; and (ii) it has a valid business reason for self-performing all work on the Contract as opposed to subcontracting. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit **with its Proposal** documentation sufficient to demonstrate to the City's reasonable satisfaction the validity of such assertions. Valid business reasons include: (a) special skill-based qualifications that the available SBEs and MWBEs do not possess or (b) a significant increase in the cost for SBE or MWBEs to perform the scope of work instead of the Proposer, or (c) such other factors as the Program Manager may deem valid in a particular instance. Proposers that intend to self-perform are encouraged to gather their documentation and approach the CBI Program Manager at least **14 days** prior to the Proposal due date to obtain clearance for self performance.

(b) SBEs and MWBEs may approach the Proposer about possible subcontracting or subconsulting opportunities on the project by virtue of having received notice from the City or through other means. In such event, the Proposer must comply with the Good Faith Negotiation requirements of Section 4 in evaluating and responding to any SBE or MWBE quotes or inquiries the Proposer receives in connection with the project.

(c) The Proposer must submit copies of any quotes the Proposer receives from Interested SBEs and MWBEs with the Proposer's Proposal, along with a comparison of the SBEs and/or MWBE's quote with the Proposer's costs and expenses for doing such work.

**2.4. Quick Pay Commitment.** Any Bidder for a Construction Contract or Commodities Contract, who offers a Quick Pay Commitment to any MWSBE Subcontractor in its solicitation efforts, shall not rescind the Quick Pay Commitment. If a Bidder does rescind the offer of a Quick Pay Commitment after being awarded the Contract, then the City shall be entitled to exercise any of the remedies set forth in Part D, Section 14, including but not limited to withholding payment from the Contractor and/or collecting liquidated damages.

### **Section 3: Meeting Subcontracting Goals**

**3.1.** The City will give Proposers credit towards meeting the Subcontracting Goals at bid only for those SBEs and MWBEs that

**3.1.1. Are Certified with the City as SBEs or Registered as MWBEs as of the Proposal due date; and**

**3.1.2. With respect to MWBEs**, are listed in the City's Vendor Management System as being at least 51% owned by individuals in one of the MWBE categories included in the MBE or WBE Goal set for that Contract (for instance, if a MBE Goal has been set for African American and Hispanic MBEs, subcontracts awarded to Asian MBEs will not count toward the MBE Goal); and

**3.1.3. Will actually perform a Commercially Useful Function** as defined in Part A (which means, among other things, an SBE or MWBE acting solely as a Conduit will not be counted); and

**3.1.4. Will perform within the area(s) for which they are certified** unless the Proposer provides documentation satisfactory to the City showing that the SBE or MWBE has performed similar work in the past. Documentation to satisfy this requirement may include invoices showing the SBE or MWBE has previously performed such work.

**If an MBE or WBE is also certified as an SBE, a Bidder may receive credit toward both the SBE Goal and either the MBE or WBE Goal (as applicable). However, if an MBE is also a WBE, then the Business Enterprise shall be counted as an MBE but not a WBE.**

The City will not give credit toward Subcontracting Goals for subcontracting to SBEs or MWBEs that are found to be Affiliates of the Proposer prior to the Proposal due date. If an SBE or MWBE is decertified between the Proposal due date and Contract award, the City will not allow credit toward the Subcontracting Goal for amounts committed to that SBE or MWBE, but will allow the Proposer to replace the decertified SBE or MWBE with a certified SBE or MWBE unless the certification was based on false or fraudulent information of which the Proposer had or should have had knowledge. However, the City may refuse to allow the substitution and reject the Proposal if the SBE or MWBE is decertified for being an Affiliate, or if the SBE or MWBE is found to be an Affiliate of the Proposer (even if not decertified), if the City determines in its sole discretion that the Proposer knew or should have known prior to the Proposal due date that there was a significant risk that the City would consider the SBE or MWBE an Affiliate. Proposers shall be deemed to have knowledge of all CBI Program provisions, including those relating to Affiliates.

A City MWSBE may count the work it intends to perform with its own current workforces towards the MWSBE Subcontracting Goals to the extent the requirements set forth in this Section are satisfied and the amount of the Services Contract is under \$200,000.

**3.2. Using SBEs and MWBEs the City Did Not List in City Solicitation Documents.** Proposers shall receive credit for using SBEs and MWBEs that the City did not list in the City Solicitation Documents, as long as the requirements of Section 3.1 are met.

**3.3. Calculating SBE or MWBE Participation Based on Type.** The City shall count SBE and MWBE participation on a Service Contract as set forth below. Charlotte Business Inclusion Program Policy Effective November 11, 2017 - 31 -

**3.3.1. Subconsultant or Subcontractor:** If the Proposer utilizes an SBE or MWBE as a **subconsultant or subcontractor** to perform services, the City shall count 100% of the value of the Commercially Useful Function the SBE or MWBE performs toward satisfaction of the Subcontracting Goals, except to the extent the SBE or MWBE is performing services as a Regular Dealer, Hauler, Broker, or Packager (in which event the amount counted will be determined by the applicable Section below).

**3.3.2. Manufacturer:** The City shall count 100% of all expenditures for materials, supplies and equipment obtained from an SBE or MWBE Manufacturer toward the Subcontracting Goals.

**3.3.3. Regular Dealer:** The City shall count 60% of all expenditures for materials, supplies and equipment obtained from an SBE or MWBE Regular Dealer toward the Subcontracting Goals.

**3.3.4. Hauler, Broker, or Packager;** The City shall count fees or commissions charged by an SBE or MWBE Broker or Packager for providing a Commercially Useful Function toward the Subcontracting

Goals, provided that the Program Manager determines that the fee or commission is reasonable and not excessive as compared with fees customarily charged for similar services.

**3.3.5. Joint Venture:** In order for the Department to count SBE or MWBE participation in a Joint Venture toward achievement of Subcontracting Goals, the Proposer shall submit the Joint Venture proposal to the Program Manager at least **10 Business Days** before submitting its Proposal. The CBI Program Manager will review the proposal and, assuming that the Proposer does not need to provide more information, the Program Manager will inform the Proposer at least **5 Business Days** before the Proposal due date whether the City will be able to count the SBE's or MWBE's participation toward the Subcontracting Goals.

SBE and/or MWBE participation by the SBE and/or MWBE Joint Venturer will be calculated as provided above, based on whether the SBE or MWBE Joint Venturer will be performing a role most similar to that of a Subcontractor, Regular Dealer, Manufacturer, Broker, or Packager. For instance, if an SBE Joint Venturer's role is most similar to that of a Subcontractor, 100% of the value of the Commercially Useful Function performed by the SBE will count toward the SBE Goal.

#### **Section 4: Good Faith Negotiation**

When one or more Subcontracting Goals are set for a Contract, Proposers that fail to fully meet such goals must negotiate in good faith with each SBE and each applicable MWBE that responds to the Proposer's solicitations or contacts the Proposer on its own accord ("Interested SBEs and MWBEs"). Applicable MWBE means one certified in a category for which a Subcontracting Goal was identified. The City may also require that Proposers comply with this Section in the absence of Subcontracting Goals. Charlotte Business Inclusion Program Policy

**4.2. Failure to Negotiate in Good Faith.** The City may find that a Proposer did not meet its Good Faith Negotiation obligation if in the City's judgment, the Proposer rejects an Interested SBE's or MWBE's proposal for reasons other than: (a) the SBE's or MWBE's proposal was higher than what was proposed by the subcontractor or supplier the Proposer decided to use; (b) the SBE or MWBE was not "Qualified" as defined in Part A, Appendix 1; or (c) the Business Enterprise that will be performing in place of the Interested SBE or MWBE is more qualified than the Interested SBE or MWBE, to the extent that such difference in qualification would materially impact the Proposer's Proposal, or (d) there was a material deficiency with the Interested SBE's or MWBE's proposal (such as it being submitted late, containing inaccurate information, etc.). To document Good Faith Negotiation, the City may require Proposers to complete a form that will be included in the City Solicitation Documents. The City may also request on a case-by-case basis documentation sufficient in the City's judgment to prove that the Proposer's reasons for rejecting an Interested SBE or MWBE are valid. Proposers must provide such forms and information within the time period specified by the City. Failure to comply with the requirements set forth in this Section (the "Good Faith Negotiation Requirements") shall constitute grounds for rejecting a Proposal. Notwithstanding the forgoing, Proposers participating in a mentor / protégé program recognized by the MWSBE Office may reject an Interested SBE's or MWBE's bid for work that is being performed by the Proposer's SBE or MWBE mentee or SBE or MWBE protégé, subject to approval of the CBI Program Manager.

#### **Section 5: Good Faith Efforts**

When the City requires a GFE Affidavit, the GFEs undertaken by the Proposer will be considered as a factor in the evaluation process. Failure to make reasonable GFEs may result in rejection of the Proposer's Proposal. The City will assess the reasonableness of GFEs undertaken by the Proposer on a case by case basis taking all available facts into account. The focus will be on the likely effectiveness of steps taken. Mere pro forma efforts will not be sufficient. Factors that may be considered include but are not limited to the following:

**5.1 Contacts.** Did the Proposer contact SBEs and MWBEs in a manner reasonably calculated to meet each Subcontracting Goal established for the Contract? Factors considered may include but are not limited to: (a) The number of available SBEs and MWBEs contacted;

- (b) Whether the Proposer directed its contacts to SBEs and MWBEs listed as performing scopes of work sufficient to meet each Subcontracting Goal;
- (c) Whether the contacts were made at least **10 Days** before the Proposal due date;
- (d) How the contacts were made and whether they were documented in a verifiable way (and in compliance with any forms provided by the City);
- (e) Whether the substance of the Proposer's solicitation was reasonably sufficient to generate a response from SBEs and MWBEs;
- (f) Whether the Proposer promptly and adequately responded to inquiries received from SBEs and MWBEs; and
- (g) Whether the Proposer made follow up contacts to SBEs and MWBEs that did not respond to the Proposer's initial contact.

**5.2 Making Plans Available.** Did the Proposer make the documents necessary to propose available for inspection by SBEs and MWBEs at least **10 Days** before the Proposal due date? Also, did the Proposer notify the SBEs and MWBEs in a timely manner regarding how and where such documents would be made available? Note that some plans and designs for City buildings and infrastructure may be restricted from disclosure under federal Homeland Security laws. If the City Solicitation Documents indicate that such documents are restricted from disclosure, the Proposer shall comply with the City's instructions in making such documents available for review. For example, the City Solicitation Documents may require that SBEs and MWBEs sign a confidentiality agreement in a form approved by the City as a condition to disclosure.

**5.3 Breaking Down Work.** Did the Proposer break down or combine elements of work into economically feasible units to facilitate SBE and MWBE participation?

**5.4 Working with SBE and MWBE Assistance Organizations.** Did the Proposer document that it worked with an SBE Assistance Organization and/or MWBE Assistance Organization (both as defined below), as applicable, to provide assistance in recruiting SBEs and MWBEs for the Contract?

- A **MWBE Assistance Organization** is an organization identified by the North Carolina Office of Historically Underutilized Businesses and listed in the City Solicitation Documents as providing assistance in the recruitment of MWBEs.

- An **"SBE Assistance Organization"** is an organization identified by the City of Charlotte and listed in the City Solicitation Document as providing assistance in the recruitment of SBEs.

**5.5 Attendance at Pre-Proposal.** Did the Proposer attend any pre-Proposal meetings scheduled by the City for the Contract?

**5.6 Bonding or Insurance Assistance on a Contract.** Did the Proposer provide significant and meaningful assistance to an SBE or MWBE in getting required bonding or insurance coverage for the Contract at issue or provide alternatives to bonding or insurance for SBEs and MWBEs? To document satisfaction of this GFE, the Proposer must submit: (a) the name of the SBE or MWBE; (b) a description of the assistance the Proposer provided; (c) the date the Proposer provided the assistance; (d) the name of a contact person with the SBE or MWBE who can verify that the Proposer provided the assistance; and (e) any additional information requested by the City. No credit will be given for assistance provided to an Affiliate of the Proposer.

**5.7 Negotiating in good faith with MWBEs and SBEs.** Did the Proposer document having engaged in at least some back and forth negotiation between the Proposer and SBEs or MWBEs?

**5.8 Financial Assistance.** Did the Proposer provide significant and meaningful assistance to an SBE or MWBE of the following nature in connection with the Contract: (a) assistance in obtaining equipment, a loan, capital, lines of credit, (b) joint pay agreements or guaranties to secure loans, the purchase of supplies, or letters of credit, including waiving credit that is ordinarily required; or (c) assistance in obtaining the



same unit pricing with the Proposer's suppliers as the Proposer. To receive credit for this GFE, Proposers must document: (a) the name of the SBE or MWBE; (b) the description of the assistance the Proposer provided; (c) the date the Proposer provided the assistance; and (d) the name of a contact person with the SBE or MWBE who can verify that the Proposer provided the assistance. No credit will be given for assistance provided to an Affiliate of the Proposer.

**5.9 Entering into Joint Ventures.** To receive credit for this GFE, the Proposer must demonstrate that it negotiated a Joint Venture or partnership arrangement with one or more MWBEs or SBEs, as applicable, on the Contract. To receive credit for this GFE, Proposers must document; (a) the name of the SBE; (b) a description of the Joint Venture or partnership; (c) evidence of the date the SBE and/or MWBE entered into the agreement; and (d) the name of a contact person with the SBE and/or MWBE who can verify the terms of the agreement. No credit will be given for a joint venture with an Affiliate of the Proposer

**5.10 Quick Pay Commitment on Contracts Up For Award.** To receive credit for this GFE, Bidders must provide the City with: (i) a copy of the Bidder's Quick Pay Commitment related to the specific project; (ii) documentation indicating that all MWSBEs notified under GFE 5.3.1 Contacts have received a written copy of the Bidder's Quick Pay Commitment prior to the Bid opening (see Quick Pay Commitment definition in CBI Policy, Part A, Appendix). Bidders will not receive credit for this GFE if: (i) the Quick Pay Commitment has a statement indicating that the Bidder *will consider* entering into a Quick Pay Commitment; or (ii) the Bidder only verbally communicated the Quick Pay Commitment to the Subcontractor. **A Bidder may receive credit for this GFE only if it receives credit for GFE 5.1 (Contacts).** In addition to the above, the City may also take into account: (1) the Proposer's past performance in meeting MWBE and SBE goals; and (2) the performance of other Proposers in meeting the established Subcontracting goals on the Contract up for award. For example, when a Proposer fails to meet a Subcontracting Goal, but other Proposers meet it, the City may reasonably raise the question of whether, with additional reasonable efforts the Proposer in question could have met the goal.

#### **Section 6: Waivers**

**6.1** Failure to comply with Part C of the CBI Program may be waived only in accordance with this Section. Notwithstanding anything contained herein to the contrary, the waivers referenced in this Section may be granted by the Program Manager or the Program Manager's designee, by the City Manager or the City Manager's designee, or by City Council.

**6.2** The Program Manager, or any of the other parties listed in Section 6.1, shall have the power and authority to waive non-compliance with the CBI Program with respect to a Service Contract upon determining in his or her reasonable discretion that such waiver would not put Proposers that complied with the CBI Program at a competitive disadvantage. All such waivers must be in writing, signed by the City, in order to be valid.

**6.3** The waivers referenced in Section 6 may be granted without notice to City Council. Nothing in Section 6 shall require the Program Manager to grant a waiver in any situation, or give rise to a suggestion that the Program Manager might be inclined to grant a waiver in a certain situation. Likewise, the City shall not be bound by any oral representation made by any City employee, official, agent or representative that a waiver will be granted for a particular instance or for a category of instances.

#### **Section 7: Extensions**

The Program Manager may grant a written extension of any deadline set forth in this Section. No extension shall be valid unless documented in writing by the City.

#### **Section 8: False Statements or Certifications**

It shall be a violation of the CBI Program, and grounds for rejection of a Proposal and other sanctions for any Proposer to make a false or materially misleading statement, or certification regarding any matter relevant to the CBI Program.

**Section 9: Expectations for MWSBEs**

MWSBEs are responsible for promoting themselves and taking the initiative to obtain work on City Contracts. Specifically, MWSBEs shall:

- Monitor the City's website for posting of contracting opportunities;
- Make every effort to establish contacts and relationships with prospective Bidders for potential future business, including attending pre-bid conferences;
- Respond promptly to solicitation requests; and
- Attend seminars, classes and workshops designed to facilitate networking and/or enhance business skills.

**CHARLOTTE BUSINESS INCLUSION PROGRAM**  
**PART D**  
**CBI Program**  
**Post Contract Award Requirements**

**Section 1: Scope**

**1.1.** This document governs compliance with the CBI Program after Contract award. **It applies to and is incorporated into all City Contracts** for which a Subcontracting Goal has been established or negotiated (which includes all Construction Contracts over \$300,000, and all Service Contracts over \$100,000, unless otherwise exempt). Unless otherwise provided, capitalized terms are defined in Appendix 1 to Part A of the Program and Section references refer to this Part D.

**1.2.** The following Sections of Part D also apply to: **(a) Informal Contracts, and (b) Formal Service Contracts, Construction Contracts, and Commodities Contracts entered into without a competitive process or for which the City did not set an SBE or MWBE Goal and did not obtain a Committed SBE or MWBE Goal from the Contractor:**

Section 6: New Subcontractor Opportunities	Section 13: Violations and Investigations
Section 9: Utilization Reports	Section 14: Remedies
Section 10: Compliance Documentation	Section 15: Contract Provisions
Section 11: False Statements or Misrepresentations	Section 16: Compliance and Remedies
Section 12: Special Provision for Exempt Contracts and Informal Contracts	

**Section 2: Committed Subcontracting Goals Apply Through Contract Completion**

**2.1.** Contractors shall have an affirmative, ongoing obligation to meet or exceed the **Committed Subcontracting Goals for the duration of the Contract**. Unless exempted by another Section of this Part D, the City may deem a Contractor to be in violation of the CBI Program and in breach of its Contract if at any time the City determines that: (a) the Contractor will not meet a Committed Subcontracting Goal; and (b) the reasons for the Contractor's failure are in the City's judgment within the Contractor's control. For example, if a Contractor does not meet the Committed SBE Goal because the Contractor terminated an SBE without cause or if the Contractor caused an SBE to withdraw from the project without justification, then the City could find the Contractor to be in violation.

**2.2. Exceptions.** A Contractor shall not be deemed in violation of this Program for failure to meet the Committed Subcontracting Goal to the extent such failure is directly attributable to:

**2.2.1. The City reducing the scope of a Contract** so as to eliminate or reduce work that was going to be performed by SBEs or MWBEs (whether through a change order, Contract amendment, force account or otherwise);

**2.2.2. An SBE's or MWBE's voluntary withdrawal** from the project if the Contractor demonstrates that such withdrawal was beyond the Contractor's reasonable control, so long as the Contractor complied with the Modified Good Faith Efforts to replace the SBE with another SBE or the MWBE with another MWBE; or

**2.2.3. Termination or reduction in the work of an SBE or MWBE**, if the Contractor demonstrates that such termination was consistent with the terms of this Program, and that the Contractor complied with the Modified Good Faith Efforts to replace the SBE with another SBE or the MWBE with another MWBE.

**Section 3: Performance of a Commercially Useful Function and Affiliate Status**

**3.1.** Contractors have an ongoing, affirmative obligation to ensure that **SBEs and MWBEs performing on the Contract are performing a Commercially Useful Function**. A Contractor shall be in violation of the CBI Program and in breach of its Contract if it lists an SBE or MWBE to receive credit

toward a Committed Subcontracting Goal with knowledge that the SBE or MWBE will be acting as a Conduit or will otherwise not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Contractor will be seeking credit.

**3.2. For purposes of meeting the Committed Subcontracting Goals, Contractors shall only receive credit for the amount of SBE and/or MWBE participation that constitutes a Commercially Useful Function.** Payments exceeding the value of the Commercially Useful Function performed by an SBE or MWBE shall not count toward meeting the Committed Subcontracting Goal.

**3.3. If an SBE or MWBE is found to be an Affiliate of the Contractor** prior to starting work on the Contract, the Contractor will not earn credit toward the SBE or MWBE Goal for amounts paid to that SBE or MWBE. If the City determines that an SBE or MWBE is an Affiliate of the Contractor after the SBE or MWBE starts work on the Contract, or if the SBE or MWBE is decertified for being an Affiliate after starting work on the Contract, the City may deny SBE or MWBE credit for amounts paid to the Affiliate and find the Contractor and the SBE and MWBE to be in violation of the CBI Program if the City determines in its sole discretion that the Contractor knew or should have known there was a significant risk that the City would consider the SBE or MWBE an Affiliate. Contractors shall be deemed to have knowledge of all CBI Program provisions, including those relating to Affiliates.

#### **Section 4: Change in SBE or MWBE Status**

**4.1** Changes in an SBE's or MWBE's certification status after submission of the Contractor's Bid or Proposal shall be handled as follows: **4.1.1. If an SBE's or MBE's certification terminates due to expiration or graduation**, the dollars paid to the SBE and/or MWBE on the Contract shall still count toward the Committed Subcontracting Goals.

**4.1.2. If an SBE's or MWBE's certification terminates because the City determines that the SBE or MWBE is an Affiliate, or if an SBE or MWBE is found to be an Affiliate of the Contractor (even if not decertified)**, then Section 3.3 shall determine whether there is a Program violation and whether the Contractor receives credit toward the SBE or MWBE Goal for amounts paid to the Affiliate.

**4.1.3. If an SBE's or MWBE's certification terminates due to the SBE having done any of the following**, then the dollars paid to the SBE and/or MWBE on the Contract shall NOT count toward the Committed Subcontracting Goals and the Contractor shall be deemed in violation of the CBI Program and in breach of the Contract if it had knowledge of such conduct:

- The SBE or MWBE has obtained certification by false or fraudulent means;
- The SBE or MWBE acts as a Conduit on any City Contract with the Contractor; or
- The SBE or MWBE fails to perform a Commercially Useful Function reasonably commensurate to the compensation the Contractor agreed to pay such SBE or MWBE.

Notwithstanding the above, if an SBE's or MWBE's certification terminates due to the SBE or MWBE obtaining it by false or fraudulent means, then the Contractor shall be able to count toward the Committed Subcontracting Goals all amounts paid to the SBE and/or MWBE prior to the date the Contractor became aware of such deception (and such time thereafter as is in the City's judgment reasonably necessary for the Contractor to replace the SBE or MWBE).

#### **Section 5: Terminating or Replacing an SBE or MWBE**

**5.1. Contractors shall not terminate, replace, or reduce the work of an SBE or MWBE that the Contractor has counted toward meeting a Committed Subcontracting Goal unless:** **5.1.1.** The SBE or MWBE refuses to enter into a contract consistent with the SBE's or MWBE's Letter of Intent;

**5.1.2.** The SBE's or MWBE certification terminates for any of the reasons set forth in Section 4.1.2 or

**5.1.3.** The SBE or MWBE materially breaches its contract with the Contractor;

**5.1.4.** The City reduces the Contract scope of work so as to eliminate or reduce the work that the SBE or MWBE was to perform; or

**5.1.5.** The SBE or MWBE voluntarily withdraws from the Contract for reasons not within the Contractor's reasonable control.

**5.2. Contractors shall provide the Department and the CBI Program Manager written notice prior to replacing or terminating an SBE or MWBE on a Contract.** The notice shall identify the SBE or MWBE and the Contract, state the reason for the termination or replacement and state the proposed date on which such termination or replacement will occur. Unless the circumstances necessitate immediate termination or replacement, the Contractor shall provide such notice to the City at least **5 Business Days** before the Contractor terminates the SBE or MWBE. The Contractor shall further provide written notice to the SBE or MWBE stating the reasons for the termination. Unless circumstances dictate otherwise, the Contractor shall provide such notice before termination is to occur.

**5.3. Modified GFEs to Replace an SBE or MWBE on a Contract.** When an SBE or MWBE withdraws or is terminated from a Contract for any reason, the Contractor shall comply with the Modified Good Faith Efforts Requirements described below to replace the departing SBE with another SBE and the departing MWBE with another MWBE. Likewise, when new opportunities for subcontracting arise on a Contract and the City sets a Supplemental SBE or MWBE Goal, the Contractor shall comply with the Modified GFEs set forth below in an effort to meet the Supplemental SBE or MWBE Goal:

**5.3.1. Modified Contacts.** The Contractor must solicit at least 3 SBEs and/or MWBEs (depending on whether the Supplemental Goal is for SBEs or MWBEs) unless the City agrees in writing to a lower number (the "Modified Contacts"). The Contractor shall comply with the Good Faith Efforts requirements set forth in Parts B and C of the Program for making and documenting such SBE and MWBE contacts (excluding the contact deadlines). Contractors shall be required to provide a Letter of Intent for each SBE and MWBE they add to a Contract subsequent to Contract award.

**5.3.2. Additional Efforts.** In addition to making the Modified SBE Contacts, the Contractor shall undertake at least 2 of the other Good Faith Efforts listed in Section 5 of Parts B and C, excluding attendance at the City's Pre-Bid Meeting.

## **Section 6: New Subcontractor Opportunities**

**6.1. Notice of New Subcontracting Opportunities.** If a Contractor elects to subcontract any portion of a Contract that the Contractor did not previously identify to the City as a subcontracting opportunity, or if the scope of work on a Contract increases for any reason in a manner that creates a new SBE or MWBE subcontracting opportunity (whether through a change order, Contract amendment, inaccurate initial estimate by the Contractor or otherwise), the Contractor shall: (a) promptly notify the City of the new subcontracting opportunity and, (b) inform the City whether the Contractor, existing SBEs or MWBEs or other existing subcontractors can perform the new opportunity.

**6.2. Subcontracting Goals for New/Additional Subcontracting Opportunities.** Upon receipt of a notice of new subcontracting opportunities under Section 6.1, the Program Manager shall either: (a) notify the Contractor that there will be no Supplemental SBE or MWBE Goal for the new work or (b) establish and notify the Contractor of a Supplemental SBE and/or MWBE Goal for the new work (assuming there are SBEs and MWBEs listed in the City's database for that particular type of work, and in the event of WBEs, assuming there are legal grounds for doing so).

**6.3. Modified Good Faith Efforts.** If the City sets a Supplemental SBE and/or MWBE Goal for new work on a Contract, the Contractor shall comply with the Modified Good Faith Efforts set forth in Section 5.3 in attempting to meet each such Supplemental SBE and MWBE Goal.

### **Section 7: Special Provisions for Renewal of Contracts**

**7.1.** In the event the City renews a Contract without a competitive process, the City shall establish Supplemental Subcontracting Goals that are the same as the Committed Subcontracting Goals for the Contract, unless there is just cause to change it. When a Supplemental Subcontracting Goal is set, the Contractor shall use Modified Good Faith Efforts to meet it.

**7.2.** The Supplemental Subcontracting Goals and Modified Good Faith Efforts and Good Faith Negotiation requirements shall be deemed incorporated into each Contract renewal document. The Contractor entering into the renewal shall be required to either meet each Supplemental Subcontracting Goal established or document that it has satisfied the Modified Good Faith Efforts and Good Faith Negotiation requirements referenced herein. Failure to do so shall: (a) subject the Contractor to any of the remedies set forth in this Part D; and / or (b) result in the City soliciting new Bids or Proposals for the Contract rather than renewing with the existing Contractor.

### **Section 8: Payment to SBEs and MWBEs.**

**8.1. Payment to SBEs and MWBEs.** Contractors shall abide by N.C. General Statute 143-134.1 (b), which states: Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. If any periodic or final payment to the subcontractor is delayed by more than seven days after receipt of the periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.

**8.2. Quick Pay Commitment.** If a Contractor has made a Quick Pay Commitment under Parts B or C of this Program, the Contractor shall comply with any provisions of the Quick Pay Commitment that are more stringent than Section 143-134.1 (b), but shall also remain bound by Section 143-134.1(b). For instance, if a prime contractor entered into a Quick Pay Commitment to pay its subcontractors within 20 days after work is completed, but yet has still not paid its subcontractors two months after the prime contractor has been paid by the City, the prime contractor will be in violation of Sections 8.1 and 8.2 of this Part and subject to any remedies the City may impose as a result, and will also be liable under state law for violating Section 143-134.1 (b) and for paying any interest that may be due as a result.

### **Section 9: Utilization Reports and Documentation of Payments**

For all Contracts of \$10,000 or more, Contractors (i) shall report to the City the total dollars paid to each SBE, MBE, WBE, and all other subcontractors and suppliers on each Contract, and (ii) shall provide such payment affidavits, certifications, or other documentation regarding payment to subcontractors and suppliers as may be requested by the City from time to time. If the Contract will be performed within six (6) months or less, then the payment affidavit may be submitted with the final deliverable. If the Contract will not be performed within six (6) months, then the payment affidavit shall be submitted at such times as required by the City. The absence of an established Subcontracting Goal on a Contract shall not relieve the Contractor of the Contractor's obligation to submit payment affidavits.

Such affidavits, certifications or documents shall be in the format specified by the Charlotte Business Inclusion Office, and shall be submitted at such times as required by the City. Failure to provide such reports within the time period specified by the City shall entitle the City to exercise any of the remedies set forth in Part D, Section 14, including but not limited to withholding payment from the Contractor and/or collecting liquidated damages.

## **Section 10: Compliance Documentation**

**10.1. Responding to City Requests for Information.** The City may request information, documents, or other materials from a Contractor at any time for the purpose of determining whether the Contractor is in compliance with the CBI Program. The Contractor shall comply with all such requests within **3 Business Days**, unless otherwise agreed by the City in writing.

**10.2. Contractor Compliance with City Consultant Requests for Information.** Contractors shall further cooperate with the City and any consultants hired by the City: (a) in any investigation initiated by the City to determine whether the Contractor is in compliance with the CBI Program, or (b) in connection with any disparity study conducted by the City to determine whether there is discrimination among contractors or subcontractors on City contracts.

**10.3.** Failure to comply with this Section 10 by a Contractor shall entitle the City to exercise any of the remedies set forth in Section 14, including but not limited to withholding payment from the Contractor and/or collecting liquidated damages.

## **Section 11: False Statements or Misrepresentations.**

Contractors shall not make any false statements, material misrepresentations or material, misleading omissions regarding any matter relevant to the CBI Program (including but not limited to information relating to Good Faith Efforts, SBE or MWBE utilization, SBE or MWBE certification or payments to SBEs or MWBEs). Failure to comply with this Section shall entitle the City to exercise any of the remedies set forth in Section 14, including but not limited to withholding payment from the Contractor and/or collecting liquidated damages.

## **Section 12: Special Provision for Exempt Contracts.**

If requested by the Program Manager, Business Enterprises that enter into Exempt Contracts shall be required to notify the City of any subcontracting opportunities that may arise on the Exempt Contract for which there are SBEs or MWBEs listed in the City's database. Failure to comply with this provision shall be deemed a material breach of the Exempt Contract, and shall entitle the City to exercise any of the remedies set forth in Section 14.

## **Section 13: Violations and Investigations**

**13.1. Reporting of Violations and Unfair Practices.** Contractors, SBEs and MWBEs shall report any alleged CBI Program violations or unfair practices involving the CBI Program to the CBI Program Manager within **5 Business Days** after first becoming aware of the act or omission in question. The Program Manager may reject as untimely any report submitted after such time. The CBI Program office shall not accept reports of violations or unfair practices that are submitted more than **30 Calendar Days** after the complaining party first became aware of the act or omission in question.

**13.2. Investigations and Burden of Proof.** The MWSBE Office is empowered to receive and investigate complaints and allegations regarding compliance with the CBI Program and the rules and guidelines promulgated thereunder, and to initiate its own investigations. If the MWSBE Office determines in its sole discretion that an investigation is warranted, the Program Manager shall notify the party being investigated. Upon written notice of such investigation, the affected party shall be obligated to cooperate fully with the investigation and shall have a continuing duty to provide complete, truthful information to the Program Manager. The party under investigation shall have the burden of proof in showing that it complied with the Program.

**Section 14: Remedies**

**14.1.** A violation of the CBI Program by a Contractor shall constitute a material breach of the Contract, and shall entitle the City to:

- 14.1.1. Exercise all rights and remedies that it may have at law or at equity for violation of the Contract;
- 14.1.2. Terminate the Contract for default;
- 14.1.3. Suspend the Contract for default;
- 14.1.4. Withhold all payments due to the Contractor under the Contract until such violation has been fully cured or the City and the Contractor have reached a mutually agreeable resolution;
- 14.1.5. Assess liquidated damages as provided in Section 14.2; and/or.
- 14.1.6. Offset any liquidated damages and/or any amounts necessary to cure any violation of the CBI Program from any retainage being held by the City on the Contract, or from any other amounts due to the Contractor under the Contract.

The remedies set forth herein shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other available remedy.

**14.2. Liquidated Damages.** In entering into a Contract that is subject to the CBI Program, the Contractor agrees to the following:

The City and the Contractor acknowledge and agree that the City will incur damages if the Contractor violates the CBI Program in one or more of the ways set forth below, including but not limited to loss of goodwill, detrimental impact on economic development and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the liquidated damages assessed by the City at the rates set forth below for each specified violation of the CBI Program. The Contractor further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

**14.2.1. Failure to Meet Committed Subcontracting Goal.** If the City determines upon completion or termination of a Contract that the Contractor did not meet a Committed Subcontracting Goal and that such failure is not otherwise excused under Part D, the City may assess the lesser of: (a) \$200,000 or (b) the dollar difference between the Committed SBE, MBE or WBE Goal that was missed and the Contractor's actual SBE, MBE or WBE utilization toward that Goal. Such amount may be assessed when it becomes apparent that it will not be possible for the Contractor to achieve the Committed Subcontracting Goal. However, liquidated damages under this Section 14.2.1 may be assessed only once.

**14.2.2. Use of a Conduit.** If the Contractor lists an SBE or MWBE to receive credit toward a Committed Subcontracting Goal with knowledge that the SBE or MWBE will be acting as a Conduit or will not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Contractor will be seeking credit, the City may assess the lesser of: (a) \$100,000 per incident; or (b) the dollar amount the Contractor indicated that it would pay such SBE or MWBE in the SBE's or MWBE's contract (or if no contract has been signed, the SBE's or MWBE's Letter of Intent).

**14.2.3. Wrongful Termination or Replacement of SBE or MWBE.** If the Contractor terminates or replaces an SBE or MWBE in violation of the CBI Program, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the work remaining to be performed by the terminated SBE or MWBE at the time it was terminated (or if the SBE or MWBE was not terminated because it was never retained, then, the dollar amount that the Contractor indicated it would pay the SBE or MWBE in the SBE's or MWBE's Letter of Intent).

**14.2.4. Failure to Comply with CBI Program Following Termination or Withdrawal by an SBE or MWBE.** If the Contractor fails to comply with the Modified Good Faith Efforts requirements in replacing



an SBE or MWBE that is terminated or withdraws from work on a Contract, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the work remaining to be performed by the SBE or MWBE that withdrew or was terminated at the time of the termination or withdrawal.

**14.2.5. Failure to Comply with CBI Program to Add New Subcontractors.** If the Contractor fails to comply with Modified Good Faith Efforts when required in adding new subcontractors to a Contract, or when the scope of work of a Contract changes so as to create a new SBE or MWBE subcontracting opportunity, or on a Contract renewal, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the new or additional work or renewal.

**14.2.6. False Statements and Misrepresentations.** If the Contractor makes a false statement, material misrepresentation or material misleading omission regarding any matter relevant to the CBI Program (including but not limited to information relating to good faith efforts, SBE or MWBE utilization, SBE or MWBE certification or payments to SBEs or MWBEs), the City may assess the lesser of: (a) \$50,000 per incident; or (b) if the misrepresentation relates to payment, the dollar difference between what the Contractor represented and the truth. In the event of any overlap between this Section and 14.2.2, the damages set forth in 14.2.2 shall apply.

**14.2.7. Failure to Respond to Request for Information.** If the Contractor fails to provide any report, documentation, affidavit, certification, or written submission required under the CBI Program within the time period set forth therein, the City may assess \$40 per day for each day that such report, documentation, or written submission is overdue.

**14.2.8. Seeking Credit for Use of An Affiliate to Meet the Committed Subcontracting Goal.** If the City finds a violation of Section 3.3 of this Part due to a Contractor seeking credit for utilizing an SBE or MWBE that the City determines to be an Affiliate, the City may assess the lesser of: (a) \$75,000 per incident or (b) the dollar amount the Contractor counted towards its Committed Subcontracting Goal for that SBE or MWBE. In the event of any overlap between this Section and 14.2.2, the damages set forth in 14.2.2 shall apply.

**14.2.9. Quick Pay Commitment.** If the Bidder/Proposer on a contract offers a Quick Pay Commitment to any MWSBE Subcontractor at bid and rescinds the Quick Pay Commitment after being awarded the Contract, then the City may assess the lesser of: (a) \$50,000 or (b) ten percent (10%) of the dollar amount the Contractor indicated that it would pay such SBE and/or MWBE at the time of the Contract's award.

The City may agree to modify or eliminate the liquidated damages amounts set forth above for specific Contracts, provided that no such modification or elimination shall be effective unless it is signed in writing by the City as part of the Contract and specifically references Part D of this Program.

**14.3. Remedies for Violations in the Procurement Process.** A violation of the CBI Program in the bid phase of a Contract shall be grounds for rejection of the applicable Bid or Proposal. If the violation involves bad faith or dishonesty or may otherwise be indicative of the violator's qualification to perform future Contracts, the City may consider such violation in awarding future Contracts.

**14.4. Flow Down.** The City shall be entitled to exercise all remedies and recover all damages set forth in this Section 14 directly from each Contractor that it enters into a Contract with, regardless of whether such remedies or damages are due to a breach by that Contractor or by a subcontractor or supplier on the applicable project. Each Contractor on a City Contract shall be responsible for taking appropriate measures to enable it to exercise all remedies and recover all damages set forth in this Section 14 directly from each subcontractor and supplier providing services or goods on the applicable project. Additionally, the City shall be a third-party beneficiary to each Contract for the purpose of seeking injunctive relief and other remedies to the extent necessary to enforce this Participation Plan directly against Contractors (in lieu of relying on the Design Build Team to do so), though the City shall have no obligation to do so

The City shall be entitled to exercise all remedies and recover all damages set forth in this Section 14 directly from any party that it enters into a Participation Plan under Part G, regardless of whether such remedies or damages are due to a breach by that party or by a contractor or subcontractor on the applicable project. Each party that enters into a Participation Plan with the City shall be responsible for taking appropriate measures to enable it to exercise all remedies and recover all damages set forth in this Section 14 directly from each contractor and subcontractor working on the project. Additionally, the City shall be

a third-party beneficiary to each Contract for the purpose of seeking injunctive relief and other remedies to the extent necessary to enforce this Participation Plan directly against Contractors, though the City shall have no obligation to do so.

### **Section 15: Contract Provisions**

**15.1. Mandatory Contract Provisions.** Each Contract subject to this Part D shall include the provisions set forth below, subject to such minor revisions as may be necessary to achieve consistent terminology:

**CBI Program.** The City has adopted a CBI Program, which is posted on the City's website and available in hard copy form upon request to the City. The parties agree that:

(a) The terms of the City's CBI Program, as revised from time to time, together with all rules and guidelines established under such program (collectively, the "CBI Program") are incorporated into this Agreement by reference; and

(b) A violation of the CBI Program shall constitute a material breach of this Agreement, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Program, including but not limited to liquidated damages; and

(c) Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the Contractor under this Agreement until the City has received in a form satisfactory to the City all claim releases, payment affidavits and other documentation required by the City's CBI Program, and in the event payments are withheld under this provision, the Contractor waives any right to interest that might otherwise be warranted on such withheld amount under G.S. 143-134.1; and

(d) The remedies set forth in Part D of the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and

(e) The City will incur costs if the Contractor violates the CBI Program, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Program.

(f) The Contractor agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Program.

(g) Nothing in this Section shall be construed to relieve a Contractor from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

If the City agrees to modify or eliminate liquidated damages for a specific contract, then the specific modification or waiver agreed to must be set forth in subpart (e) above, and must specifically reference Part D of the CBI Program.

**Payments Made Under a Contract.** Each Contract executed by the City shall contain the following provision regarding Payment Affidavits:

**Payment Affidavits.** As a condition to receiving payments under this Contract, the Contractor agrees to provide a written payment affidavit detailing the amounts paid by the Contractor to all subcontractors and suppliers receiving payment in connection with this Contract ("Payment Affidavit"). If the Contract will be performed within six (6) months or less, then the payment affidavit may be submitted with the final deliverable or invoice. If the Contract will be performed longer than six (6) months, then the payment affidavit shall be submitted at such times as required by the City. In order to properly file a Payment Affidavit, each Contractor and all subcontractors and suppliers under the Contract must be registered in the City's Vendor Registration System. Payment Affidavits shall be in the format specified by the City from time to time. Failure to provide such affidavits within the time period specified by the City shall entitle the City to exercise any of the remedies set forth in Part D, Section 14 of the Charlotte Business Inclusion Policy.

### **Section 16: Compliance and Remedies.**

**16.1.** The MWSBE Office shall review all Contracts for compliance with the CBI Program. This review shall include, but not be limited to, whether the Committed Subcontracting Goals (in both dollar amounts and percentages) are maintained over the duration of the Contract, whether the Contractor improperly terminated, replaced, or reduced the work of an SBE or MWBE, whether the Contractor complied with Section 6 regarding any Contract amendments, renewals, or additions to scope, whether SBEs on the Contract performed a Commercially Useful Function, etc. The MWSBE Office may conduct such review on its own, or may hire consultants to assist in such process.

**16.2.** When the MWSBE Office determines that a Contractor has violated the CBI Program, the Program Manager shall make a recommendation to the Department Director regarding appropriate remedies for the City to exercise in that situation and the Department Director responsible for the affected procurement process or Contract shall make the decision as to what remedies will be exercised.

**EXHIBIT G – GREEN CLEANING POLICY AND LOGS**

**A. PURPOSE**

This policy applies to all cleaning procedures, cleaning material purchases, cleaning equipment purchases, and cleaning services that occur inside and on the building site and grounds for all LEED and Green Globes certified buildings. Cleaning services will be provided by an approved 3<sup>rd</sup> party vendor, preferably one who maintains current GS-42 or CIMS-GB certification. Specifically, this policy covers the following:

**1. Cleaning procedures and strategies for implementation:**

- Hard floor and carpet cleaning and maintenance
- Protection of vulnerable occupants during cleaning
- Disinfectant and sanitizer selection and use
- Safe storage and handlings of cleaning chemicals, including spill management
- Reductions in water use, energy use, and chemical toxicity

**2. Purchasing guidelines:**

- Sustainability criteria for green cleaning products and materials purchasing
- Sustainability criteria for green cleaning equipment purchasing

**3. Quality Assurance/Quality Control Processes:**

- Tracking plans for staffing, performance, water, energy, toxic chemical use, and purchases
- Staffing and training plans, requirements, and contingency for staffing shortages
- Policy Effectiveness and Implementation Evaluation

**B. GOALS**

This policy will be fully implemented starting on the effective date. Thresholds listed below under the Goal column will be evaluated and increased annually with the goal of continual improvement.

<u>Category</u>	<u>Goal</u>	<u>Performance measurement unit</u>	<u>Estim. Added Costs</u> (used for budget estimate for LEED EBOM credits)	<u>Explanation of Goal Achievement &amp; Cost Justification</u>
Cleaning products and materials purchases	75% of all cleaning products and materials purchases meet sustainability criteria	Cost (total cost of cleaning products and materials/total cost of cleaning products and materials that meet sustainability criteria)	This section is for the vendor to complete if their current inventory does not amount to 75%	Vendor to use this section to write on how they can meet this 75% goal or how they have already met the goal
Cleaning equipment purchases	40% meet sustainability criteria. If 40% is not met, the vendor will develop a phase out plan so equipment will reach 40%.	Number of equipment items (applies to all new cleaning equipment purchases made following policy effective date)	This section is for the vendor to complete if their current inventory does not amount to 40%	Vendor to use this section to write on how they can meet this 40% goal or how they have already met the goal

Cleaning equipment existing inventory	Determine percentage of existing equipment in the project inventory that meets the applicable sustainability criteria	Number of equipment items in the overall inventory for the project (applies to ALL cleaning equipment used at project site)		
Toxic chemical usage (applies to all cleaning chemicals, including those not addressed by EQc Green Cleaning – Products and Materials)	Toxic chemicals will only be used in situations where products meeting the requirements of EQ Credit Green Cleaning – Products and Materials are unable to sufficiently clean the area, the area cannot be replaced (such as a floor tile), and represents a hazard to human health	Number of uses and description of each use situation according to tracking plan section of this policy	N/A	Vendor to create their own tracking form for this and share the form with the City
<b>Total Maximum Capital Cost</b>			<b>\$0</b>	
<b>Total Maximum Annual Operational Cost</b>			<b>\$0</b>	

**C. ROLES AND RESPONSIBILITIES**

The Green Cleaning Team consists of **The City of Charlotte Energy & Sustainability Coordinator and The E&PM Energy & Sustainability Coordinator. The Green Cleaning Team** is responsible for sharing this policy with building tenants, the cleaning vendor, and any other applicable representatives and encouraging policy adoption accordingly. The Green Cleaning Team is responsible for reviewing this policy for any significant changes on the interval specified in the quality assurance section, and conducting regular spot-checks to verify the vendor is complying with this policy. If at any time the vendor has any questions with this policy, the vendor will communicate these questions to the Green Cleaning Team. If at any time updates are required to this policy, The Green Cleaning Team will notify the City of Charlotte Procurement Manager, for her to make any updates to this policy and the vendor contract.

**D. CLEANING PROCEDURES AND STRATEGIES FOR IMPLEMENTATION**

**1. Hard floor and carpet cleaning and maintenance**

- Hard floors, including tile, concrete, and wood surfaces, will be cleaned once a week with only sustainable cleaning products. No stripping or coatings will be applied to hard floor surfaces.
- Carpets will be vacuumed daily with vacuum cleaners that meet the sustainability criteria listed later in this policy.
- One per month, the carpets will be inspected for stains and other damages. If feasible, the necessary areas will be spot cleaned with sustainable carpet cleaning materials. If damaged, the carpet tiles will be replaced.
- When carpet extraction equipment must be used, methods to reduce chemical usage will be implemented.

**2. Protection of vulnerable occupants during cleaning**

- Vulnerable occupants include women who are pregnant, children, elderly occupants, and individuals with asthma, allergies, or other sensitivities.
- As much as possible, only sustainable cleaning products will be used. Please refer to the goals and tracking sections of this policy for additional information.
- Any cleaning that involves the use of carpet cleaners, or if at any point the use of a non-sustainable cleaning product is required, this cleaning will be performed during off-peak hours. Please see individual building information for off-peak hours.

**3. Disinfectant and sanitizer selection and use**

- Only hand soaps and hand sanitizers that meet the at least one of the sustainability criteria listed under the purchasing guidelines will be considered to meet the requirements of this policy.
- Only disinfectants meeting the purchasing sustainability criteria listed below will be considered to meet the requirements of this policy. Disinfectants will be kept locked in the janitorial closets and may only be used by the cleaning staff.
- Hand sanitizers meeting UL EcoLogo 2783 standard for Instant Hand Antiseptics (formerly Environmental Choice CCD 170) will be placed throughout the building for the use of occupants.
- Cleaning staff will be required to follow all dilution strategies for disinfectants.

**4. Safe storage and handlings of cleaning chemicals, including spill management**

- Cleaning chemicals will be stored in the janitor closets to prevent access for other occupants.
- Cleaning staff will receive training on the various hazards of different toxic chemicals and how to address spills.
- Spills will be cleaned and handled according to the manufacturer safety data sheets provided by the manufacturer.
- All spills will be handled carefully. As soon a spill of a non-sustainable product occurs, the responsible party must be notified. If the spill occurs in an area to which typical building occupants may access, the area will be roped off and building occupants will be informed to stay clear of the area.
- Material safety data sheets for all the cleaning chemicals used in the building will be retained and hazard information will be highlighted. This information will be clearly displayed in all janitor closets.
- For the purposes of dish washing at break room locations, dish soaps meeting the EPA Design for the Environment will be supplied.

**5. Strategies for conserving energy, water, and toxic chemicals used for cleaning**

- Manual-powered equipment and cleaning strategies will be used whenever possible to reduce the energy and water used by powered equipment and typical cleaning strategies.
- Cold water will be used for any necessary disposal to reduce energy used to heat hot water.
- All vacuum cleaner and other applicable equipment filters will be inspected and changed on a minimum weekly basis to enable air flow and reduce the energy consumption of the equipment.
- For surface cleaning, ionized water cleaning devices (using only water) will be used as much as possible.
- When cleaning chemicals are necessary, the operating procedures for chemical dilution will be followed to ensure that the minimum amount of cleaning chemicals necessary is used.
- Chemicals that have levels of toxicity that do not meet this Green Cleaning policy will be evaluated for more sustainable alternatives

**E. PURCHASING GUIDELINES**

**1. Sustainability Criteria for Cleaning Products and Materials**

- **Cleaning products** must meet one or more of the following standards in order to be considered as meeting sustainability requirements:

- Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;
  - UL EcoLogo 2792 (formerly CCD 110), for cleaning and degreasing compounds;
  - UL EcoLogo 2759 (formerly CCD 146), for hard-surface cleaners;
  - UL EcoLogo 2795 (formerly CCD 148), for carpet and upholstery care;
  - Green Seal GS-40, for industrial and institutional floor care products;
  - UL EcoLogo 2777 (formerly CCD 147), for hard-floor care;
  - EPA Design for the Environment Program's Standard for Safer Cleaning Products; and/or
  - Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
- **Disinfectants, metal polish, or other products** not addressed by the above standards must meet one or more of the following standards in order to be considered as meeting sustainability requirements:
    - UL EcoLogo 2798 (formerly CCD 112), for digestion additives for cleaning and odor control;
    - UL EcoLogo 2791 (formerly CCD 113), for drain or grease trap additives;
    - UL EcoLogo 2796 (formerly CCD 115/107), for odor control additives;
    - Green Seal GS-52/53, for specialty cleaning products;
    - California Code of Regulations maximum allowable VOC levels for the specific product category;
    - EPA Design for the Environment Program's standard for safer cleaning products; and/or
    - Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
  - **Disposable janitorial paper products and trash bags** must meet the minimum requirements of one or more of the following programs in order to be considered as meeting sustainability requirements:
    - EPA comprehensive procurement guidelines, for janitorial paper;
    - Green Seal GS-01, for tissue paper, paper towels and napkins;
    - UL EcoLogo 175 Sanitary Paper Products, for toilet tissue (formerly CCD 082) and hand towels (formerly CCD 086)
    - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers;
    - FSC certification, for fiber procurement;
    - EPA comprehensive procurement guidelines, for plastic trash can liners; and/or
    - California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program).

- **Hand soaps and hand sanitizers** must meet one or more of the following standards in order to be considered as meeting sustainability criteria for hand hygiene:
  - no antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements);
  - Green Seal GS-41, for industrial and institutional hand cleaners;
  - UL EcoLogo 2784 (formerly CCD 104), for hand cleaners and hand soaps;
  - UL EcoLogo 2783 (formerly CCD 170), for hand sanitizers;
  - EPA Design for the Environment Program's standard for safer cleaning products.

## 2. Sustainability Criteria for Cleaning Equipment

- **Powered equipment** must have the following features in order to be considered as meeting sustainability criteria:
  - ergonomic design to minimize vibration, noise, and user fatigue, as reported in the user manual in accordance with ISO 5349-1 for arm vibrations, ISO 2631-1 for vibration to the whole body, and ISO 11201 for sound pressure at operator's ear
  - safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces;
  - as applicable, environmentally preferable batteries (e.g., gel, absorbent glass mat, lithium-ion) except in applications requiring deep discharge and heavy loads where performance or battery life is reduced by the use of sealed batteries
- **Vacuum cleaners** must be certified by the Carpet and Rug Institute Seal of Approval/Green Label Vacuum Program and operate with a maximum sound level of 70 dBA or less in accordance with ISO 11201 in order to be considered as meeting sustainability criteria.
- **Carpet extraction equipment**, for restorative deep cleaning, must be certified by the Carpet and Rug Institute's Seal of Approval Deep Cleaning Extractors and Seal of Approval Deep Cleaning Systems program in order to be considered as meeting sustainability criteria.
- **Powered floor maintenance equipment** must be equipped with such as vacuums, guards, or other devices for capturing fine particulates and must operate with a maximum sound level of 70 dBA, in accordance with ISO 11201 in order to be considered as meeting sustainability criteria.
- **Propane-powered floor equipment** must have high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board or EPA standards for the specific engine size and operate with a sound level of 90 dBA or less, in accordance with ISO 11201 in order to be considered as meeting sustainability criteria.
- **Automated scrubbing machines** may be equipped with variable-speed feed pumps and either (1) on-board chemical metering to optimize the use of cleaning fluids or (2) dilution control systems for chemical refilling. Alternatively, scrubbing machines may use tap water only, with no added cleaning products.

## F. QUALITY ASSURANCE/QUALITY CONTROL PROCESSES

### 1. Tracking plans

- **Tracking Plan Custodial effectiveness/performance**
  - The City of Charlotte will periodically conduct an annual audit in accordance with APPA Leadership in Educational Facilities' Custodial Staffing Guidelines, to determine the appearance level of the facility. The facility's goal will be a score 2.5 or better. As a part of the



audits, the auditors will interview cleaning staff to ensure that the cleaning and hard floor and carpet maintenance system is being consistently used.

- The audits will be led by the responsible party for this policy. The responsible party is responsible for recording the results of the audits in the management records, following up with any cleaning staff to provide additional training and/or guidance and recording these actions.
- All cleaning staff is required to check in each day when they arrive at work. The responsible party will retain these records to ensure that the building is sufficiently staffed with trained professionals.
- **Tracking plan for water, energy, and toxic chemical usage**
  - Every time a toxic chemical is used, it must be reported to the responsible party. The responsible party will record which chemical was used, where it was applied, and the reason for its use. This information will be used to track against the goal for using toxic chemicals only when strictly necessary.
  - All vacuum cleaner and other applicable equipment filters will be inspected and changed on a minimum weekly basis. The responsible party will record maintenance performed on all cleaning equipment, including filter replacement, to ensure that they are regularly replaced to reduce energy usage.
- **Tracking plan for cleaning product and cleaning equipment purchases**
  - All cleaning product and cleaning equipment purchases, made by either by the cleaning vendor for use in the building or made by the building management, will be recorded in the purchasing log.
  - On a quarterly basis, the responsible party will review all purchases and compare against the policy goals. If the policy goals are not being met, the responsible party will take corrective action, typically in the form of providing education to the individuals in charge of procurement on the goals and sustainability criteria outlined in this policy.

## 2. Staffing and training plans

- To prevent staffing shortages, the 3<sup>rd</sup> party vendor is responsible for providing the required/contracted number of staff.
- To sufficiently clean the building requires at least one hour of cleaning per day for each 5,000 square feet. The 3<sup>rd</sup> party vendor is responsible for maintain this cleaning staff ratio.
- The 3<sup>rd</sup> party vendor shall conduct regular training for its cleaning staff/maintenance personnel. Training topics may cover standard operating procedures for cleaning different surfaces, proper toxic chemical usage and spill management, hazards of toxic chemicals, cleaning to protect vulnerable occupants, cleaning equipment maintenance which includes cleaning chemicals, dispensing equipment, and packaging, and conservation of energy and water usage during cleaning.
- The responsible party will log all training that is provided to the cleaning staff. The responsible party at approved 3<sup>rd</sup> party vendor will provide a copy of the training log to the Procurement Manager on an annual basis.
- When new cleaning staff members are hired, the responsible party will record the initial training and orientation provided to the staff.

### **3. Policy Effectiveness and Implementation Evaluation**

- The City of Charlotte Procurement Department will evaluate the green cleaning policy on a quarterly basis to evaluate progress towards the implementation goals. If any cleaning product or equipment purchases are not being recorded properly, the responsible party will inform the appropriate individuals to ensure that activities are recorded moving forward. The responsible party will evaluate the results of the cleaning audits to determine whether the building is being sufficiently cleaned and whether the standard cleaning procedures are being properly executed. As necessary, the responsible party will revise the green cleaning policy to include additional cleaning strategies or modify existing cleaning strategies.
- In addition, if any implementation goals are not being met, the responsible party will investigate the situation and will work with the individuals purchasing the materials and equipment or using the equipment. The responsible party will evaluate whether updates are necessary to the in order to achieve the implementation goals.
- Any revisions that are made to the policy will be incorporated into the next training cycle for the 3<sup>rd</sup> party vendor's cleaning staff.

**GREEN CLEANING POLICY LOGS**

Credit 7: Green Cleaning Products and Materials Purchasing Log (Existing Inventory)										
NOTES: Per the requirements listed in the Green Cleaning Policy, this form to be completed only for LEED or Green Globes buildings. This form is to be completed before any new products and materials are purchased. It will be used for the City solely as a guide to determine your current inventory as a vendor and the ability to meet the Green Cleaning Policy. For example, if your current inventory comes close to the 75% of products meeting green cleaning requirements, this policy should be fairly easy to implement. If your										
Purchase Date	Purchaser	Product Manufacturer	Product Name	Product Category/Use	Sustainability Criteria	Cost per item (\$)	Number of items Purchased	Total Cost	Sustainability Value	Product URL or Website
Example 1	Vendor	Diversey Bath Mate	Bath Mate	Disinfectant	EPA NFPA TSCA NPRI	\$ 12.00	3	\$ 36.00	\$ 36.00	diversey.com
Example 2	Vendor	Gojo Pomeberry	Pomeberry	Hand soap	Gold Seal Certified	\$ 9.25	3	\$ 27.75	\$ 27.75	gojo.com
Example 3	Vendor	Kimberley Clark	Paper Roll	Paper roll towel	None	\$ 4.57	2	\$ 9.14	\$ -	Scott towel Kimberley Clark.com
Example 4	Vendor	Kimberley Clark	Scott Tissue	Paper / restroom	ECO Friendly Ecosource	\$ 6.00	1	\$ 6.00	\$ 6.00	Kimberley Clark.com
Example 5	Vendor	ABC	A+ Cleaner	Surface Cleaner	None	\$ 9.25	1	\$ 9.25	\$ -	
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
<b>Total Cost of Cleaning Products and Materials Purchased</b>									<b>88.14</b>	
<b>Total Value of Sustainable Cleaning Products and Materials</b>									<b>69.75</b>	
<b>Sustainable cleaning products and materials as a percentage of</b>									<b>79.14%</b>	
<b>total cost of cleaning products and materials</b>										

Credit 7: Green Cleaning Products and Materials Purchasing Log (New Purchases)										
NOTES: Per the requirements listed in the Green Cleaning Policy, this form to be completed only for LEED or Green Globes buildings. Each time a cleaning product or material purchase is made that will be used in a LEED or Green Globes building, it will be documented in this form. A copy of the MSDS and applicable supporting documentation will be submitted to Patrick Cerri and Erika Ruane for each material purchased.										
Purchase Date	Purchaser	Product Manufacturer	Product Name	Product Category/Use	Sustainability Criteria	Cost per item (\$)	Number of items Purchased	Total Cost	Sustainability Value	Product URL or Website
Example 1	Vendor	Diversey Bath Mate	Bath Mate	Disinfectant	EPA NFPA TSCA NPRI	\$ 12.00	3	\$ 36.00	\$ 36.00	diversey.com
Example 2	Vendor	Gojo Pomeberry	Pomeberry	Hand soap	Gold Seal Certified	\$ 9.25	3	\$ 27.75	\$ 27.75	gojo.com
Example 3	Vendor	Kimberley Clark	Paper Roll	Paper roll towel	None	\$ 4.57	2	\$ 9.14	\$ -	Scott towel Kimberley Clark.com
Example 4	Vendor	Kimberley Clark	Scott Tissue	Paper / restroom	ECO Friendly Ecosource	\$ 6.00	1	\$ 6.00	\$ 6.00	Kimberley Clark.com
Example 5	Vendor	ABC	A+ Cleaner	Surface Cleaner	None	\$ 9.25	1	\$ 9.25	\$ -	
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
<b>Total Cost of Cleaning Products and Materials Purchased</b>									<b>88.14</b>	
<b>Total Value of Sustainable Cleaning Products and Materials</b>									<b>69.75</b>	
<b>Sustainable cleaning products and materials as a percentage of</b>									<b>79.14%</b>	
<b>total cost of cleaning products and materials</b>										

Credit 8: Green Cleaning Equipment Form (Existing Equipment)						
NOTES: Per the requirements listed in the Green Cleaning Policy, this form to be completed only for LEED or Green Globes buildings.						
Product Manufacturer and Name and URL	Product Category	Sustainability Criteria	Includes safeguards, economic design?	Includes environmentally preferable batteries?	Maximum Operating Sound Level (DBA)	Credit Compliance (Y/N)
Vacuum Cleaner		NONE				N
Total number of equipment products meeting sustainability criteria						

Credit 8: Green Cleaning Equipment Purchasing Log

NOTES: Per the requirements listed in the Green Cleaning Policy, this form to be completed only for LEED or Green Globes buildings. Each time a cleaning equipment purchase is made that will be used in a LEED or Green Globes building, it will be documented in this form.

Purchase Date	Purchaser	Product Manufacturer and Name	URL	Cost per item (\$)	Number of items	Total Cost	Product Category	Sustainability Criteria	Includes safeguards, economic design?	Includes environmentally preferable batteries?	Maximum Operating Sound Level (DBA)	Credit Compliance
Total number of equipment products purchased												
Total number of equipment products meeting sustainability criteria												



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> ISS Facility Services Inc. 1017 Central Parkway N., Suite 100 San Antonio TX 78232 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Zurich American Ins Co		16535
	INSURER C: American Guarantee & Liability Ins Co		26247
	INSURER D: ACE Fire Underwriters Insurance Co.		20702
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570076205958**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Agg \$2M <input checked="" type="checkbox"/> Per Location Agg \$2M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: Per Incident			GL0983574306 SIR applies per policy terms & conditions	01/01/2019	01/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25273254	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION			AUC983577406	01/01/2019	01/01/2020	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR6543829A AOS	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
D				SCFC65438331 WI	01/01/2019	01/01/2020	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Charlotte is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>  City of Charlotte Shaune N. Thomas Finance- City Procurement 600 East Fourth Street, CMGC- 9th Floor Charlotte NC 28202-2850 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Southwest, Inc.</i>
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Holder Identifier :

Certificate No : 570076205958





**ZURICH**<sup>®</sup>

## **Blanket Notification to Others of Cancellation or Non-Renewal**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9835743 06	01/01/2019	01/01/2020	01/01/2019	14360-058	N/A	N/A

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.





## NOTICE TO POLICYHOLDERS

### NOTICE TO OTHERS – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice of cancellation, as provided by your representative, is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. The provisions of this notice do not apply in the event that you cancel the Policy.