

**ORANGE COUNTY  
BOARD OF EDUCATION**

**AGENDA ITEM ABSTRACT**

**Meeting Date: June 19, 2014**

**AGENDA ITEM No. 14-06-(2)-09**

**ACTION ITEM: (Y/N) Y**

**SUBJECT:** Contract Extension: Royal Janitorial Services dba Facilico

**INFO. CONTACT:** Pam Jones **PHONE:** 919 732-8126

**ATTACHMENTS:** 1.) 2013-14 Contract  
2.) Contract extension

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**PURPOSE:** To consider extending the contract with Royal Janitorial Services, dba Facilico through December 31, 2014.

**BACKGROUND:** In August, 2013 the Board approved a one-year contract with Royal Janitorial Services dba Facilico for custodial services at nine schools, with the intent to conduct a request for proposal (RFP) process for future renewals. The Board is asked to extend the existing contract for a period of five-months in order to complete the process.

All terms and conditions of the current contract remain intact, with the exception of the term, which shall run from August 1, 2014 through December 31, 2014 for all schools except Hillsborough Elementary. The year-round schedule requires Hillsborough Elementary to receive service in July as well.

**FINANCIAL IMPACT:** FY2014 cost by school is as follows:

<b>LOCATION</b>	<b>MONTHLY COST</b>	<b>EXTENSION COST**</b>
Central Elementary School	\$3,583.68	\$17,918.40
Efland Cheeks Elementary School	\$3,263.52	\$16,317.60
Hillsborough Elementary School	\$3,583.68	\$21,502.08
Pathways Elementary School	\$4,437.53	\$22,187.65
A.L. Stanback Middle School	\$8,042.69	\$40,213.45
C.W. Stanford Middle School	\$7,337.07	\$36,685.35
Gravelly Hill Middle School	\$7,734.78	\$38,673.90
Cedar Ridge High School	\$10,385.40	\$51,927.00
Orange High School	\$10,745.11	\$53,725.55
	\$59,113.46	\$299,150.98

\*\*Includes five months except for Hillsborough Elementary

**RECOMMENDATION(S):** The Superintendent recommends the Board of Education extend the contract with Royal Janitorial Services dba Facilico through December 31, 2014 as specified herein; and authorize the Chair to sign the contract extension on behalf of the Board.

**BOARD OF EDUCATION  
ORANGE COUNTY, NORTH CAROLINA  
CONTRACT FOR FY 2014 JANITORIAL SERVICES**

This contract for JANITORIAL SERVICES at specified schools within the Orange County District (the "Contract") is made and entered into this first day of July, 2013, between the Orange County Schools Board of Education ("OCS" or "District") and Royal Janitorial Services, dba Facilico, (the "Provider"), 6248-A HWY 11 South, Ayden, NC 28513.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. **Obligations of Provider.** Provider hereby agrees to provide services to the OCS as follows:
  - 1.1 Commensurate with the Scope of Work and other stipulations included in the Request for Proposal dated June 2, 2006, Provider will provide janitorial services for nine schools, per the master contract between OCS and Provider dated October 1, 2007, herein incorporated by reference as Attachment 1; and the cost quotation dated June 24, 2013, herein incorporated by reference as Attachment 2.
  - 1.2 Furnish all labor, supplies and equipment to perform the tasks, except where noted.
  - 1.3 Provider and OCS may mutually agree to add or subtract areas to be cleaned at any given facility, provided there is no change in the cost to OCS.
  
2. **Obligations of the OCS.**
  - 2.1 The OCS hereby agrees to compensate Provider at a rate of fifty-nine thousand one hundred thirteen dollars and forty-six cents (\$59,113.46) per month for services rendered, with the total annual commitment not to exceed six hundred fifty-three thousand eight hundred thirty-one dollars and seventy-four cents (\$653,831.74).
  
  - 2.2 OCS will supply all toilet tissue, paper towels, plastic can liners and hand soap. OCS will allow use of OCS equipment in specific instances as indicated in the June 24, 2013 cost update from Provider.
  
  - 2.3 In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the OCS will be under no obligation to compensate Provider.
  
3. **Term.** The services described in the Contract will be provided from August 1, 2013 through June 30, 2014.
  
4. **Termination for Convenience.** The OCS may terminate this Contract at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the OCS to

Provider prior to the date of termination. If the Contract is terminated by the OCS in accordance with this section, the OCS will pay Provider at the hourly rate for all services performed as of the date of termination. OCS will pay the Provider for all services performed under this contract as of the date of termination.

5. **Termination for Default.** At any time, the OCS may terminate this Contract immediately and without prior notice if Provider is unable to meet goals and timetables or if the OCS is dissatisfied with the quality of services provided.
6. **Terms and Methods of Payment.** Provider shall submit to the OCS accurate monthly invoices in a mutually agreed upon form. Such invoices shall be submitted within thirty (30) days of the rendering of services. The OCS shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to the OCS, 200 King Street, Hillsborough, N.C. 27278 Attn: Maintenance Director for review and approval. In no case shall Provider be entitled to payment for services not actually rendered.
7. **Contract Funding.** Pursuant to N.C. General Statute 143C-6-8, it is understood and agreed between Provider and the OCS that the OCS's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made, and, if payment obligations are made with State funds, upon the availability of appropriated funds that are not State funds.
8. **Insurance.** Provider agrees to maintain \$1,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees of Provider participating in the provision of services under this Contract. Certificates of such insurance shall be furnished by Provider to the OCS and shall contain the provision that the OCS be given 20 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default and grounds for immediate termination of this Contract.
9. **Taxes.** Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
10. **Monitoring and Auditing.** Provider shall cooperate with the OCS, or with any other person or agency as directed by the OCS, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the OCS to evaluate all activities conducted under this Contract as dictated by the OCS. Provider shall provide auditors retained by the OCS with access to any records and files related to the provision of services under this Contract. The OCS agrees that its auditors will maintain the confidentiality of any trade secrets of Provider accessed during an audit conducted under this Contract.

11. **Records and Confidentiality of Student Information.** Employees for the Provider shall not receive or access any student records or information. The law mandates that student records are confidential, and the Provider has no need to receive or access these records to perform the duties under this contract. Provider shall instruct its employees prior to performing any duties under this contract to immediately notify the school principal or other supervisor of the site if any employee of the Provider inadvertently or otherwise receives or views records about any particular student. Under no circumstances should employees of the Provider retain or copy any student records, and any such records that might be inadvertently in the possession of the Provider must be immediately returned to the school principal or other supervisor of the site.
  
12. **Access to School Premises.** The District shall maintain full, final, and plenary authority to grant, deny, or restrict Provider, its agents or employees' access to school premises and school-sponsored events, including the authority to determine what services, if any, will be delivered, and by whom, to students on school premises or at school-sponsored events. Nothing in this Contract shall be construed to create any right of access to school facilities or school-sponsored events on the part of Provider, its agents, or employees, and the District expressly reserves the right to deny or restrict Provider, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to Provider. The decision to deny access to Provider to any student, school facility, or school-sponsored event shall be final and not subject to appeal. The District shall not incur any liability to Provider for denying or restricting access to school premises or school-sponsored events, with or without cause, and Provider expressly waives the right to challenge any such a denial or restriction of access in any judicial or administrative action.
  
13. **Lunsford Act/Criminal Background Checks.** All parties acknowledge that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. Provider shall conduct criminal background checks on each of its employees or agents who, pursuant to this Contract, interacts with OCS students or provides services on OCS property or at OCS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Provider shall provide documentation to the District of criminal records and background checks before assigning its employees or agents to provide services under this Contract. Provider shall likewise provide documentation to the District of its annual checks of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any employee or agent be assigned to work with any student or on OCS property or at OCS events if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has

been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.

Upon request, Provider will furnish the OCS with sufficient information to allow the District to perform its own criminal background checks on the Provider's employees and agents.

Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The OCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract.

Failure to comply with this provision shall be grounds for immediate termination of the Contract.

14. **Indemnification.** Provider shall indemnify, defend and hold harmless the OCS, its school board members, officers, agents, and employees from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Provider, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Provider in connection with the defense of said matters.
15. **Relationship of Parties.** Provider shall be an Independent Contractor of the OCS and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent or principal of the OCS.
16. **Compliance with Applicable Laws.** During the term of this Contract, Provider shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract. Provider represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Provider shall not employ any individuals to provide services to the OCS who are not authorized by federal law to work in the United States. In addition, Provider shall offer health insurance to its full time employees in compliance with the Affordable Care Act.
17. **Applicable OCS Policies.** Provider acknowledges that the Orange County Board of Education has adopted policies governing conduct on District property and agrees to abide by any and all relevant OCS policies while on District property.
18. **Assignment.** Provider shall not assign, subcontract, or otherwise transfer any interest in

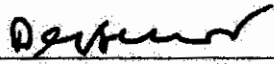
this Contract without the prior written approval of the OCS.

- 19. **Contract Modifications.** This Contract may be amended only by written amendments duly executed by and between OCS and Provider.
- 20. **North Carolina Law.** North Carolina law will govern the interpretation and construction of the Contract.
- 21. **Entire Agreement.** This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document, the purchase order, if any, used in connection herewith and any other document incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract. Any conflicts between the provisions or language in this document and the amendments or attachments will be resolved in favor of the provisions or language in this document.
- 22. **Severability.** If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

ORANGE COUNTY SCHOOLS  
BOARD OF EDUCATION

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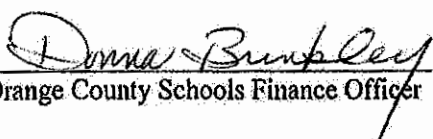
By:   
Dr. Del Burns, Interim Superintendent

By:   
Title: 

Date: 9/26/13

Date: 8/22/13

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

  
Orange County Schools Finance Officer

Date: 9/26/13

**I. CONTRACT SERVICE AGREEMENT**

This Contract Service Agreement is made this 1st day of October 2007, (the "Effective Date) by and between Orange County Schools ("OCS") and Facilco Inc. (the "Contractor") for Custodial Services to be performed at the locations listed in the "Scope of Work" which is hereto and hereby incorporated herein this agreement. Now, therefore, the parties (OCS and Contractor) agree as follows:

The Contractor will furnish all labor, supplies, and equipment to perform the tasks as detailed in Section II "Scope of Work". All work shall be performed in a professional and workmanlike manner. In consideration for the performance the services herein, OCS shall make monthly payments to the contractor at the rate of \$ 36,916.35 per month. Billings will be made on the first day of services and the first day of each month thereafter and will be payable within thirty (30) days upon receipt of the correct invoice or acceptance of goods/services, whichever is later.

**II. SCOPE OF WORK:**

**SITE LOCATIONS:**

SCHOOL	ANNUAL BID AMOUNT
A.L. STANBACK MIDDLE SCHOOL	\$97,585.71
C.W. STANFORD MIDDLE SCHOOL	\$89,024.07
ORANGE HIGH SCHOOL	\$130,375.51
CEDAR RIDGE HIGH SCHOOL	\$126,010.94

**PAPER PRODUCTS:** Orange County Schools will supply all toilet tissue, paper towels, plastic can liners and hand soap.

**CLEANING PRODUCTS:** The contractor will provide Orange County Schools' Director of Maintenance a full list of janitorial supplies that will be used on campus. The contractor's supplies will be of sufficient quantity and of a type and quality to provide effective janitorial and cleaning service. These supplies shall be subject to the inspection and approval/rejection by Orange County Schools' Director of Maintenance or his designee.



**CLEANING SPECIFICATIONS:**

<b>Classrooms</b>	<b>Daily</b>	<b>Weekly</b>	<b>Semi Annually</b>
Clean and sanitize counters, sinks, and water fountains	X		
Dust mop, with chemically treated dust mop, all tile floors	X		
Spot mop tile floors with disinfectant cleaner	X		
Vacuum all carpet	X		
Spot clean carpet (Includes gum removal)	X		
Vacuum walk-off mats	X		
Clean and sanitize hand basins	X		
Restock paper and soap dispensers	X		
Empty wastebaskets and replace liners	X		
Spot clean all windows	X		
Low dust all horizontal surfaces to hand height (70")		X	
Damp clean baseboards		X	
Damp clean window ledges		X	
Remove fingerprints from doors, frames, light switches, kick plates, handles and railing		X	
Spot clean desk tops		X	
Damp mop tile floors with disinfectant cleaner		X	
Spray buff tile floors every other week		X	
Vacuum chalk rails and or damp wipe		X	
Empty pencil trimmers		X	
High dust above hand height (70") horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc.			X
Remove cobwebs from ceiling areas and lights			X
Clean entire surface of student's desks and chairs			X
<b>Offices*</b>	<b>Daily</b>	<b>Weekly</b>	<b>Semi Annually</b>
Empty wastebaskets and replace liners	X		
Dust furniture, including desks, chairs, and tables	X		
Dust interior window ledges	X		
Dust telephones	X		
Spot clean all window glass and glass partitions to a height of 70"	X		
Spot clean desk tops	X		
Dust mop, with chemically treated dust mop, all tile floors	X		
Spot mop tile with Disinfectant cleaner	X		
Vacuum carpet	X		
Spot clean carpet	X		
Vacuum walk-off mats	X		
Low dust horizontal surface to hand height (70")		X	
damp clean baseboards		X	
Damp clean window ledges		X	
Remove fingerprints from doors, frames, light switches, kick plates, handles and railings		X	
Damp mop all floors		X	
Dust pictures		X	
High dust above hand height (70") horizontal surfaces, including ceilings, shelves, moldings, ledges, pipes, ducts, heating outlets, etc.			X



Remove dust and cobwebs from ceiling areas			X
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\* Semi-Annual services are to be performed prior to the start of the new school year and during Christmas Break

Lounge	Daily	Weekly	Semi Annually
Dust furniture including desks, chairs, and tables	X		
Dust interior window ledges	X		
Dust telephones	X		
Spot clean glass partitions to hand height	X		
Damp clean counter tops	X		
Damp clean vending machines and appliances	X		
Dust mop with chemically treated dust mop, all tile floors	X		
Damp mop tile floors with disinfectant cleaner	X		
Vacuum carpet	X		
Vacuum walk-off mats	X		
Spot clean carpet	X		
Restock paper and soap dispensers	X		
Empty wastebaskets and replace liners	X		
Low dust all horizontal surfaces to hand height (70")	X		
Damp clean baseboards		X	
Remove fingerprints from doors, frames, light switches, kick plates, handles and railings		X	
Burnish all tile floors every other week		X	
Vacuum upholstery		X	
Strip or scrub and refinish all tile floors		X	
Clean carpeting (once extraction and once bonnet)		X	
Damp clean all washable furniture			X
Library	Daily	Weekly	Semi Annually
Dust furniture, including desks, chairs and tables	X		
Dust interior window ledges	X		
Spot clean all glass partitions to hand height (70")	X		
Spot clean desk tops	X		
Vacuum all carpet	X		
Spot clean carpet	X		
Vacuum walk-off mats	X		
Empty wastebaskets and replace liners	X		
Dust mop and damp mop floors using disinfectant cleaner	X		
Low dust all horizontal surfaces to hand height (70")		X	
Dust all book shelves (books to remain in place)		X	
Damp clean baseboards		X	
Damp clean window ledges		X	
Remove fingerprints from doors, frames, light switches, kick plates, handles and railings		X	
Vacuum upholstery		X	
High dust above hand height (70") all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.			X
Remove dust and cobwebs from ceiling areas			X

<b>Corridors</b>	<b>Daily</b>	<b>Weekly</b>	<b>Semi Annually</b>
Remove collected trash from corridors	X		
Spot clean glass partitions and doors	X		
Clean and sanitize water fountains	X		
Dust interior window ledges and lockers	X		
Dust mop tile floors with chemically treated dust mop	X		
Damp mop tile floors with disinfectant cleaner	X		
Vacuum carpet	X		
Spot clean carpet	X		
Vacuum walk-off mats	X		
Clean under entrance mats daily ( inside and outside mats)	X		
clean show case windows	X		
Burnish all tile and terrazzo floors		X	
Damp clean baseboards		X	
Damp clean window ledges		X	
Dust pictures		X	
clean lobby windows/doors (both sides)		X	
High dust above hand height (70") all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.			X
Remove dust and cobwebs from ceiling areas and lights			X

<b>Restrooms/Dressing rooms/Locker Rooms</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>As Needed</b>
Empty wastebaskets and replace liners	X			
Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins and sanitary napkins disposal boxes	X			
Clean and polish chrome fittings	X			
Clean and sanitize toilet seats	X			
Clean and polish glass and mirrors	X			
Wash and sanitize exterior of containers	X			
Dust metal partitions	X			
Remove spots, marks, stains, graffiti, and splashes from wall areas and partitions.	X			
Spot clean metal partitions.	X			
Sweep floors	X			
Damp mop floors with germicidal disinfectant	X			
Restock expendable restroom dispensers	X			
Clean and flush floor drains with germicidal disinfectant.	X			
Low dust all horizontal surfaces to hand height (70")		X		
Damp clean baseboards		X		
Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, and railings, etc.		X		
High dust above hand height (70") horizontal surfaces, including shelves. Ceiling, moldings, pipes, ducts, heating outlets, etc.			X	
Remove dust and cobwebs from ceiling areas and lights			X	
Wash and sanitize metal partitions			X	
Machine scrub floors with germicidal disinfectant			X	
Clean heat registers.				X

<b>Multi-Purpose/Gymnasium/Auditoriums</b>	<b>Daily</b>	<b>Weekly</b>	<b>Semi</b>
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			Annually
Empty wastebaskets and replace liners	X		
Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, and railings	X		
Dust mop floors with chemically treated mop per manufacturers specs.	X		
Spot mop tile floors	X		
Vacuum carpet/rubber flooring.	X		
Spot clean carpet/rubber flooring.	X		
Low dust horizontal surfaces to hand height (70")		X	
Sweep baseboards		X	
Dust and spot clean auditorium seats.		X	
Burnish tile floors		X	
High dust above hand height horizontal surfaces including shelves and moldings			X
Auto scrub rubber flooring (if applicable)			X
clean entire surface of auditorium seats			X

<b>Cafeteria</b>	Daily	Weekly	Semi Annually
Sweep and damp mop tile floors	X		
Burnish tile floors		X	
Clean windows (interior)			X

<b>Weight Room</b>			
Sweep and mop rubber floor	X		

<b>Miscellaneous</b>			As Requested
Clean chalk boards on request			X
Setup for meetings			X
Move furniture as needed			X
Police grounds and empty trash cans daily			X
Deliver boxes, supplies, etc.			X
Snow and ice removal walkways and entrances			X
Mechanical rooms-sweep, dust and add water to floor drains monthly			X
Un stop clogged toilets and urinals			X
<b>Stair wells</b>	Daily	Weekly	Semi Annually
Dust hand rails	X		
Sweep and mop steps.	X		
Remove marks, stains, and graffiti from walls	X		

<b>Elevators (if applicable)</b>	Daily	Weekly	Semi Annually

Vacuum Carpet	X		
spot clean carpet	X		
Dust mop with chemically treated dust mop, tile floor	X		
Damp mop tile floors with disinfectant cleaner	X		
Clean and sanitize all walls and doors (both sides)	X		
Clean door tracks	X		

Loading Dock/Service Area	Daily	Monthly	
Sweep and remove trash	X		
Hose down to remove food waste debris	X		
Scrub concrete dock area		X	

Night Supervisor Responsibilities	Daily		
Perform assigned duties	X		
Make sure all assigned area are complete	X		
Secure all window and lock doors	X		
Set security system	X		
Make sure equipment and custodial closets are neat.	X		
Separate and place in proper containers all trash and recyclables	X		

### **III. GENERAL CONDITIONS AND FINANCIAL PROVISIONS:**

**SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

**GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

**TERMS OF AGREEMENT:** The initial contract term will be from October 1, 2007 through September 30, 2008. The contract will be renewable on an annual basis for up to two (2) additional years. Contract renewal must be in writing and signed by both OCS and Facilco.

**TERMINATION FOR CAUSE:** OCS reserves the right to terminate this contract at anytime for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should OCS elect to terminate this contract for cause, OCS will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by OCS.

**TERMINATION WITHOUT CAUSE:** OCS and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days before termination date.

**AGREEMENT FORM:** All subsequent agreements as a result of an addition, subtraction, or change to this original agreement hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

**HOURS:** The Contractor will work with OCS to schedule appropriate work hours. Work schedules and hours worked may be adjusted to best serve the school as well as minimize costs to the Contractor.

**AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the Orange County Schools' Board of Education for the purpose set forth in this agreement.

**ADVERTISING:** By securing a contract with Orange County Schools, the contractor agrees not to use this agreement as a part of any commercial advertisement without prior approval of the Orange County School Board of Education.

**PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. OCS is responsible for all payments to the contractor under the contract.

**BACKGROUND CHECKS:** The chosen Contractor, at his own expense, shall obtain criminal background checks on any and all individuals granted access to Orange County School property.

**INSURANCE COVERAGE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract, as determined by The Orange County Schools' Board of Education. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/underinsured motorist; and \$1,000.00 medical payment.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

**DRUG POLICY:** Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the District.

**GENERAL INDEMNITY:** The Contractor shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Orange County School Board, ( including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Contractor (including its subcontractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the contractor.

**AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

**AUDITS:** The Contractor and subcontractors' books, records, correspondence, bids, purchase orders, invoices, accounting procedures and practices and any other supporting evidence relating to this Order (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by OCS to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Contractor's or subcontractor's actual costs incurred directly in the performance of work under this Order for the purpose of evaluating or verifying actual costs expended. OCS shall have access to said Records from the effective date of this Order, for the duration of the work, and until three (3) years after the date of final payment by OCS to Contractor pursuant to this Order. Buyer shall have access, during normal working hours, to all necessary Contractor and subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this Article. OCS shall give Contractor or subcontractor reasonable advance notice of intended audits. The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

**HAZARDOUS CHEMICALS:** - For any substance which is or contains a hazardous chemical as defined in 29 CFR 1910.1200, as amended from time to time, or any successor regulation thereto, Seller shall furnish to Buyer at no extra cost at the time of delivery or prior to delivery, a Material Safety Data sheet stating, in English, the information described in 29 CFR 1910.1200 (g) (2) in the form of OSHA Form 20, pertaining to such chemical. The bidder warrants that the products supplied and or products used in the service covered in the scope of this agreement, shall conform in all respects to the standards as set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

**CHANGES** -OCS shall have the right at any time prior to acceptance of the product or service to make changes in drawings, designs, specifications, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

**CONFLICT OF INTEREST:** Contractor must disclose in writing the name of any owner, officer, director, or agent who is also an employee of the Orange Schools Board of Education. The contractor must also disclose in writing the name of any employee of the Orange County Schools Board of Education who owns, directly or indirectly, an interest of five percent (5%) or more in the contractor's firm or any of its branches or subsidiaries. The Contractor certifies that there is no



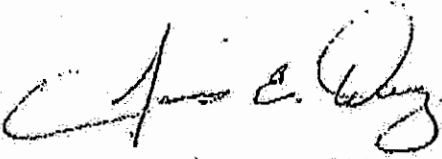
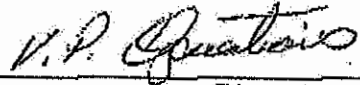
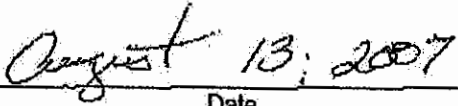
relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

**ASSIGNMENT:** The contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The contractor is prohibited from subcontracting any services covered in the scope of work.

**CONTRACTOR REPRESENTATIVE:** The Contractor is required to have an adequate service organization with a local service representative located in the Orange County NC, area. This representative will not be a subcontractor, but will be an employee of the Contractor.

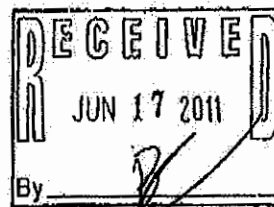
**STAFF AND EQUIPMENT:** The contractor will provide competent and adequate cleaning and supervisory personnel, which it shall determine, required for the performance of the services hereunder. The contractor shall supply all required equipment and materials for the satisfactory performances of the service. Contractor agrees to provide and/or train staff for the performance of the service to be provided. All employees of the Contractor shall be of high moral character and be in good physical condition. The Contractor shall at all times enforce strict discipline and good behavior among his employees and shall take all steps necessary to assure that they are familiar with and abide by safety and other rules.

**AGREEMENT:** This agreement constitutes the entire agreement between OCS and the Contractor. Changes or modifications of any kind or nature must be in writing and executed by both OCS and the Contractor.

Orange County Schools	Facilico Inc
	
Signature	Signature
Mr. Dennis Whitting	Name Typed
Orange County Schools Board of Education, Board Chair	 Title
Date	 Date



**Facilico**  
**SERVICE AGREEMENT**  
**(Fixed Price)**



AGREEMENT dated July 1, 2011 by and between Orange County Schools-Pathways Elementary School (hereinafter referred to as "Customer") and Royal Janitorial Services dba Facilico (hereinafter referred to as "FACILICO").

**BACKGROUND**

Based upon its extensive experience in the field, FACILICO is prepared to and desires to provide certain services to Customer as set forth herein.

Customer desires to contract with FACILICO for the performance of these services to be performed on Customer's premises.

NOW, THEREFORE, the parties hereto agree as follows:

**AGREEMENT**

**1. Services to be Provided:** FACILICO will provide Janitorial services (hereinafter referred to as "Services") for Customer at its facility specified in Attachment A ("Facility") and according to the specifications set forth in Attachment A. In performing such Services, FACILICO will do the following:

- A. Furnish oversight to ensure the Services are accomplished in accordance with the terms and conditions set forth herein.
- B. Furnish, train, manage and direct all FACILICO employees in the performance of Services. Customer shall have the right, upon written notice to FACILICO, to require the replacement of any FACILICO employee employed at the Facility whose continued presence, in the opinion of Customer, is not in the best interest of Customer or its employees, provided such replacement shall not contravene any local, State or Federal law. All FACILICO employees who provide services under this Agreement shall comply with all applicable laws, ordinances, rules and regulations in the performance of Services provided under this Agreement, including but not limited to, all applicable Customer policies and procedures, rules and regulations in effect at the time, all laws governing appropriate visa and work authorization, any and all applicable Customer policies regarding background information, pre-employment testing and any other applicable requirements deemed appropriate by Customer.
- C. Provide additional services (non-repetitive in nature) similar to, but not included in, the Services from time to time as agreed by the parties ("Additional Services").

**2. Costs to be Paid by FACILICO:** The following costs will be paid by FACILICO:

- A. All wages and salaries, including regular pay and, to the extent applicable, vacation pay, sick pay, bereavement pay and legal holiday pay for FACILICO's employees working at Facility.

- B. The cost of social security taxes, State and Federal unemployment insurance premiums, general liability and umbrella insurance premiums, and workers' compensation premiums, and, to the extent applicable, medical, life, and dental insurance premiums (if any), other applicable fringe benefits, related administrative costs and payroll-based Federal, State and local taxes payable on behalf of FACILICO's employees working at Facility. FACILICO shall indemnify and hold harmless Customer from any claim for payment of such items relating to wages and/or salaries paid by FACILICO under this Agreement.
- C. The cost of any required uniforms for FACILICO's employees.
- D. The cost of manuals, forms, training aids, office supplies, and long-distance telephone calls needed in performing the Services.
- E. The cost of FACILICO's supporting operations management, human resources, accounting, legal, training and development and general administrative functions.
- F. The cost of purchasing and/or leasing supplementary janitorial equipment.
- G. The cost of maintaining and repairing janitorial equipment needed to perform the Services, including janitorial equipment provided by Customer, by lease or purchase, subsequent to the commencement of this Agreement.
- H. The cost of any pre-employment testing for FACILICO employees as required by Customer policies and procedures in effect as of the date of this Agreement and applicable law.

**3. Costs to be Paid by Customer:** The following costs will be paid by Customer:

- A. The costs of utilities and electric power used by FACILICO to accomplish the Services.
- B. The cost of all waste removal and disposal from Customer's facility. The cost of waste containers, compactors, bins, cans, bailers, shredders, dumpsters and related receptacles used to temporarily store or process waste at Customer's facility.
- C. The cost of all restroom and other supplies (including paper, plastic and other miscellaneous consumables).

**4. Payments to FACILICO by Customer:** In consideration of FACILICO's performance of its obligations under this Agreement, Customer shall make payments to FACILICO as described below:

- A. **Contract Price:** The contract price shall be paid in twelve (12) equal monthly installments ("Installment Payments") of \$4,486.89, which will be billed at the end of the month for Services performed during the current month. Additional Services will be invoiced at the beginning of each month for such Services provided during the prior month.
- B. **Payment Terms:** The Installment Payments and payments for Additional Services shall be either (i) hand delivered to FACILICO's Site Manager (or another nominee of FACILICO) from an authorized employee of Customer; (ii) made by electronic transfer to the FACILICO's designated bank account or (iii) delivered to an address provided by FACILICO. Each Installment Payment shall be made within 30 days of date of invoice. Each payment for

Additional Services will be made no later than net 30 days of date of invoice.

**C. Contract Price Adjustments:** The Contract Price shall be adjusted as follows:

i. Annual Price Review: Prices are to be reviewed annually in July and all price changes to be approved by written Customer consent and documented by Customer will be effective immediately.

iii. Change in Services: Should Customer request a change in Services for reason of opening new units or buildings or permanent closings of units or buildings or a change tasks or frequencies to be performed or a significant change in the activity or use of Customer's Facility, and should such change result in a change of costs to FACILICO, the Contract Price and the Installment Payments shall be changed by the projected change in costs to FACILICO, such changes taking effect from the date of the change in Services. All changes in service scope and price must be approved by written Customer consent and documented by Customer change order.

iv. Slow Payment: In the event that Customer does not make payments on or before the dates due under this Agreement, Customer shall pay interest at the rate of one percent (1%) per month (provided that if such rate exceeds the maximum permitted by law, then at the highest lawful rate) on overdue, undisputed amounts and unless all undisputed overdue amounts are paid, FACILICO may, at its option, terminate this Agreement at any time after giving thirty (30) days' prior written notice to Customer unless all overdue amounts are paid on or before the end of the notice period.

**5. Term and Termination of Agreement:**

A. Initial Term: The term of this Agreement shall commence on July 1, 2011 and shall continue until June 30, 2014 ("Initial Term"). Thereafter, this Agreement will automatically renew on a fifty-two (52) week basis ("Renewal Term") unless either party provides written notice at least ninety (90) days prior to the expiration date of the Initial Term or any Renewal Term, as the case may be, to the other party of its election not to renew the Agreement.

B. Termination for Unsatisfactory Service: If, in the sole reasonable opinion of Customer, FACILICO is not performing the Services in accordance with the requirements of this Agreement, and Customer desires to terminate this Agreement, Customer must give FACILICO thirty (30) days written notice of its intention to terminate this Agreement if such service deficiencies are not corrected within that time (the "Cure Period"), which notice shall specify the service areas in question. On or before the end of the thirty (30) day Cure Period, Customer shall reasonably determine that (i) the service deficiencies have been corrected, in which case the Agreement will continue in full force and effect subsequent to the Cure Period, (ii) the service deficiencies have not been corrected, or (iii) Customer has notified FACILICO of the third service deficiency within a twelve (12) month period, in which event Customer may, by further written notice, terminate this Agreement thirty (30) days from the end of the Cure Period. In the event that Customer does not act pursuant to either (i) or (ii) above, the service deficiencies shall be deemed corrected and the Agreement shall continue in full force and effect thereafter.

- C. **Termination for Material Change in Financial Condition:** In the event a petition in bankruptcy is filed by or against either party which is not dismissed within 30 days thereafter, or if either party shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statutes, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, then the other party may immediately terminate this Agreement in whole or in part.

#### **6. Insurance:**

During all times that this Agreement is in effect, FACILICO agrees that it will carry insurance as follows at FACILICO's expense:

i) Statutory Worker's Compensation Insurance (statutory limits) and Employer's Liability Insurance with limits of not less than \$1,000,000. The policy ices shall provide waiver of subrogation against Customer, its officers, directors, employees and assigns.

ii) Comprehensive General Liability Insurance covering:

(1) Bodily injury liability with a limit of not less than \$1,000,000 for one person injured or killed and, not less than \$2,000,000 for more than one person injured or killed in any one accident, and

(2) Property damage liability with limits of not less than \$500,000 for each accident, and not less than \$2,000,000 aggregate.

(3) Products liability with limits of not less than \$2,000,000.

This insurance shall provide primary coverage and shall name Customer, its officers, directors, employees and assigns as Additional Insures.

(iii) Automobile liability insurance on owned, non-owned, and hired automotive equipment covering:

(1) Bodily injury and property damage combined not less than \$1,000,000.

(2) Property damage liability with limits of not less than \$1,000,000 for each accident.

Upon request of Customer, FACILICO shall cause its insurer(s) or broker(s) to provide Certificates of Insurance evidencing at least the minimum stated limits to the Customer. Certificates shall provide that Customer shall receive not less than 30 days written notice prior to cancellation or material change to the policies.

These insurance requirements shall not relieve FACILICO of its indemnification obligations as stated elsewhere in this Agreement.

**7. Indemnification:** FACILICO agrees to indemnify, hold harmless and defend Customer, its employees, and related entities from and against any and all liability for loss, damage or expense for which Customer may be held liable by reason of injury (including death) to any person (including

FACILICO's employees) or damage to any property which results from FACILICO's negligence or tortuous misconduct arising out of or in any manner connected with the Services described in Attachment A hereto, except to the extent due to any act, omission, negligence or strict liability of Customer or any of its employees, subcontractors or third parties. Customer agrees to indemnify, hold harmless and defend FACILICO and its employees and related entities from and against any and all liability for loss, damage or expense for which FACILICO may be held liable by reason of injury (including death) to any person (including Customer's employees) or damage to any property which results from Customer's negligence or tortuous misconduct arising out of or in any manner connected with the Services described in Attachment A hereto, except to the extent due to any act, omission, negligence or strict liability of FACILICO or any of its employees, subcontractors or third parties. In no event shall either party be liable to the other for loss of profits, injury to business goodwill or other consequential or incidental damages. A party seeking indemnity for any third party claim must promptly notify the other party after becoming aware of any such claim in order to be indemnified for such claim.

**8. Force Majeure:** Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather or energy related closings, governmental rules or regulations, or like causes beyond the reasonable control and without the fault or negligence of such party, or for real or personal property destroyed or damaged due to such causes.

**9. Ancillary Commitments and Responsibilities:**

- (
- A. **Joint Review Committee.** Customer agrees that representatives from Customer's management will meet with FACILICO twice annually or upon the request of Customer.
  - B. **Confidential and Proprietary Information:** Customer may provide FACILICO and its employees/agents with access to proprietary and confidential business, financial and technical information (hereinafter "Confidential Information") as deemed reasonably necessary by Customer for FACILICO to carry out its obligations under this Agreement. FACILICO agrees, on behalf of its officers, agents, directors and employees, to hold in strictest confidence all such Confidential Information that is provided by Customer or that FACILICO becomes aware of as a result of the Services provided under this Agreement. FACILICO further agrees that any and all Confidential Information provided to FACILICO by Customer under this Agreement, as well as any documents or data prepared by FACILICO which reflect such Confidential Information, shall remain the sole property of Customer and cannot be used by FACILICO for any activity outside of this Agreement, except with the express written consent of Customer. FACILICO further agrees that it shall not disclose, transfer, self-publish or otherwise make to any other person or entity any such Confidential Information without the prior written consent of Customer, except as required by law for a period of ten (10) years from the termination of this Agreement.
  - C. **Independent Contractor:** The parties agree that in all aspects their relationship will be that of an independent contractor, and that neither party will act or represent that it is acting as an agent or incur any obligation on the part of the other party.
  - D. **Non-Discrimination:** FACILICO agrees that it is an equal opportunity employer and it shall not discriminate against any of its employees or applicants for employment on the basis of



race, color, creed, sex, national origin, age or any other protected factor.

#### **10. Miscellaneous Provisions:**

- A. **Severability:** If any provision of this Agreement is held invalid for any reason, the other provisions of this Agreement will remain in effect, insofar as consistent with law.
- B. **Interpretation and Applicable Law:** This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require ambiguities in this Agreement to be interpreted against the party that drafted it are not applicable and are hereby waived. This Agreement shall be subject to and enforceable under, the laws of North Carolina. Any dispute arising out of this Agreement shall be submitted to a court of competent jurisdiction in North Carolina. FACILICO and Customer agree that attorney's fees and costs shall be awarded to the prevailing party in a dispute arising out of this Agreement. Both parties hereby waive their respective rights to a trial by jury.
- C. **Binding:** This Agreement shall inure to and bind all parties, their successors, assigns, agents or representatives.
- D. **Waiver:**
1. **No Waiver in Failure to Exercise Right:** No failure to exercise and no delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any further exercise of the same or any other right, power or privilege hereunder.
  2. **No Oral Waiver:** No oral waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party to be bound.
- E. **Survival:** The indemnification provision in Section 7 and each representation, covenant and warranty of the parties shall survive the termination or expiration of this Agreement.
- F. **Authorization:** FACILICO and Customer represent and warrant that each has full corporate power to make, execute and deliver this Agreement; and neither the execution nor delivery of this Agreement nor the consummation of any transaction contemplated hereby has constituted or resulted in, or will constitute or result in, a default or violation of any term or provision of any document or instrument to which FACILICO or Customer is a party or by which their respective assets are bound.
- G. **Entire Agreement:** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by both parties. This Agreement may not be assigned by either party without the written consent of the other party. Such consent shall not be unreasonably withheld.
- H. **Headings:** The headings of the sections or Sections herein are for convenience only and

shall not restrict or affect the meaning or application of any provision.

- I. **Notices:** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail, return receipt requested, properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

TO: FACILICO  
 6248-A HWY 11 South  
 Ayden, NC 28513  
 Attention: Jim Day, Vice President of Operations

TO Customer: Orange County Schools  
 200 East King Street  
 Hillsborough, NC 27278  
 Attention: Dr. George McFarley, Assoc. Superintendent

Or at any other address as may be given by either party to the other by notice in writing pursuant to the provisions of this Section.

**11. Execution of Contract:** The parties to this Agreement have executed this Agreement as of the day and year first written above.

FACILICO

CUSTOMER

By \_\_\_\_\_

By George McFarley, J.

Title \_\_\_\_\_

Title Chief Operating Officer

Date \_\_\_\_\_

Date 20 Jun 11



**Sexual Offender Registry Check Certification Form**

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, Karen Luther (insert name), Adm. Director (insert title) of FACILICO (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

**Contractual Personnel Names**

**Job Title**

1.	<u>NOE REYES</u>	<u>AREA MANAGER</u>
2.	<u>FRANCISCA RODRIGUEZ</u>	<u>SUPERVISOR</u>
3.	<u>VERONICA RAMIREZ</u>	<u>SUPERVISOR</u>
4.	<u>CARLOS NAVARRO DIAZ</u>	<u>SUPERVISOR</u>
5.	<u>ALICIA GUERRA</u>	<u>SUPERVISOR</u>

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

Karen Luther (print name)  
Administ Director(title)

*Karen Luther* (signature)  
9/26/2013 (date)

**Contractual Personnel Name****Job Title****FRANCISCA RODRIGUEZ****SUPERVISOR****NAYELI MARTINEZ****General Cleaner****ISELA PEREZ****General Cleaner****CARLOS VERDIN****General Cleaner****SONIA NOEMI SEGOVIA RODRIGUEZ****General Cleaner****MARTIN ISRAEL LEAL****General Cleaner****SERGIO FRANCISCO CANO****General Cleaner****ORALIA MARTINEZ****General Cleaner****EVER SAUCEDO****General Cleaner****ERNESTO MARTINEZ RODRIGUEZ****General Cleaner****VIDAL DE JESUS GARCIA HERNANDEZ****General Cleaner****MARIO ALEXANDER GUIDO CRUZ****General Cleaner****TERESA HERAS****General Cleaner****JULISA R COLATO****General Cleaner****TAKINGA B WHITE****General Cleaner****VERONICA ARRENDON RAMIREZ****SUPERVISOR****MERCEDES ORTEGA****General Cleaner****WENDY M QUINTANILLA****General Cleaner****MARIA D CALVILLO VARGAS****General Cleaner****CARLOS NAVARRO DIAZ****SUPERVISOR****ALICIA GUERRA****SUPERVISOR****HECTOR GUILLEN MURILLO****General Cleaner****WILMER ADALBERTO RODRIGUEZ CARBALLO****SUPERVISOR**

**SELVIN TURCIOS**

**MA TERESA DURAN DE JAIME**

**CATALINA PALLARES**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUPERVISOR**

**General Cleaner**

**General Cleaner**

**General Cleaner**

**General Cleaner**

**General Cleaner**

**General Cleaner**

**General Cleaner**

**General Cleaner**



June 24, 2013

Buster Crabtree  
Director of Maintenance  
Orange County Schools  
2306 Old NC 86  
Hillsborough, NC 27278

Dear Mr. Crabtree,

Facilico will provide the following services for the upcoming 2013-2014 school year. These are the only exceptions to the basic contract listed by school:

**Stanford Middle: Monthly billing---\$7337.07**

- 1-we only sweep small gym and locker room upon request.
- 2-we clean the cafeteria.
- 3-in-house cleans the auditorium.

**Orange High: Monthly billing---\$10745.11**

- 1-we do not clean gym or locker rooms
- 2-we clean cafeteria
- 3-we clean auditorium

**Cedar Ridge High: Monthly billing---\$10385.40** 1-we do not clean gym or locker rooms.

- 2-we clean Cafeteria.
- 3-we clean auditorium.

**Gravelly: Monthly billing---\$7734.78**

- 1-in house cleans offices and auditorium
- 2-we clean cafeteria

**Pathways: Monthly billing---\$4437.53**

- 1- we do not service gym, offices or media center.

**Stanback Middle: Monthly billing ---\$-8042.69**

- 1-we do not service auditorium

**Central Elementary: Monthly billing---3583.68**

- 1-we do not service gym cafeteria, offices, or media center.
- 2-we use Orange County equipment



Proposed Schools

**Hillsborough Elementary: Monthly billing----\$3583.68**

**1-we do not service gym, cafeteria, offices or media center**


**2- we use Orange County equipment**

**Efland Cheeks: Monthly billing---- \$3263.52**

**1-we do not service gym, cafeteria, offices or media center**

The cost in July per week is \$12,061.44 and for two weeks would bill at \$24,122.88.

Sincerely,



**Jim Day  
VP Operations**

# 155



FACIL-4

OP ID: 5J

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2013

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 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> Scott Insurance (Charlotte, NC) 6136 Park South Drive Ste 100 Charlotte, NC 28210 Mark Moseley-Charlotte	Phone: 704-556-1341 Fax: 704-556-7681	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Royal Janitorial Services, Inc & Paramount Building Services dba Facillco PO Box 100 Ayden, NC 28513	<b>INSURER A:</b> Allied Eastern Indemnity Co		
	<b>INSURER B:</b> LM Insurance Corp		
	<b>INSURER C:</b> Liberty Mutual Fire Ins Co (A)		23035
	<b>INSURER D:</b> Liberty Insurance Corp (A)		42404
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			YV6-261-290283-033	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-261-290283-023	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			03-0000059761-02	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Y/N    N/A						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Orange County School System is included as additional insured under general liability if required by written contract with the named insured.

<b>CERTIFICATE HOLDER</b>  ORANG-6  Orange County School System Attn: Director of Auxiliary Services 200 E King St Hillsborough, NC 27278	<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 Latimer Williams
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CONTRACT EXTENSION

THIS CONTRACT EXTENSION made on the 19<sup>th</sup> day of June, 2014 by and between the Orange County Board of Education, 200 East King Street, Hillsborough NC 27278, hereinafter referred to as "District" or "OCS" and Royal Janitorial Services, dba Facilico, 6248-A Hwy 11 South, Ayden, NC 28513 hereinafter referred to as "Provider",

WITNESSETH:

WHEREAS, an agreement was made and entered into as of the 1<sup>st</sup> day of July, 2013, for janitorial services, a copy of which is attached as Exhibit A, between OCS and Provider;

WHEREAS, OCS and Provider desire to extend the agreement and amend it;

NOW THEREFORE, OCS and Provider mutually agree to the following:

- 1. Section 3 of Exhibit A shall be modified to read:
  - (a) Term. The services described in the Agreement will be provided from August 1, 2014 through December 31, 2014.
- 2. All other terms and conditions of Exhibit A shall remain the same.

This the 19<sup>th</sup> day of June, 2014.

Royal Janitorial Services dba Facilico

Witness:

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

\_\_\_\_\_

Printed name: \_\_\_\_\_

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

Orange County Board of Education

Attest:

By \_\_\_\_\_  
Donna Coffey, Chair  
Board of Education

\_\_\_\_\_ Dr. Del Burns, Superintendent