

JANITORIAL SERVICES PROPOSAL

FOR

Tanyard Springs HOA
6920 Heritage Crossing,
Glen Burnie, MD 21060

Committed to Excellence

(301) 937-1733

P. O. Box 599 Beltsville Maryland 20704-0599

PROPOSAL₁

1 This proposal is owned by CWR, Incorporated. Any reproduction or duplication of this document, in whole or in part, which may be edited, re-written or modified in any way, without the expressed written consent of CWR, Incorporated, for any reason, especially for purposes of developing a set of specifications to be used in the solicitation of other proposals, is not authorized and shall be considered an act of plagiarism.

Tanyard Springs HOA

.....Contents.....

Page

1.	INTRODUCTION
4.	MANAGEMENT TEAM
5.	REFERENCES
7.	OUR FEE & AGREEMENT
12.	SCOPE OF WORK
14.	ADDITIONAL SERVICES
16.	CERTIFICATE OF INSURANCE (sample)

- Report to a supervisor any accidental damage caused to a client's property while performing work.
- Secure the client's premises while on duty and prior to departing.

Quality Control

We realize that even the best quality control program does not make a company responsive. As a safeguard to human fallibility, CWR uses **customized inspection reports for optimum service results**. The inspection report has a three-fold purpose: (1) it forces checklist consciousness, (2) provides a permanent record for tracking production, and (3) diminishes disputes.

Our supervisors and area managers are required to attest to the satisfactory completion of tasks. CWR's inspection report also enables us to record reasons why a task may have been completed out of planned sequence. *(Example: A messy floor spill cannot always wait for a scheduled cleaning cycle, whereas the scheduled stripping and re-waxing of a floor could.)*

Our customers are provided with a completed inspection report the day the inspection is conducted or during intervals prearranged with them.

Materials Management

CWR's job sites are **well-stocked with all the essential supplies and equipment**. Otherwise, we would find it necessary to either depart from scheduled tasks or be faced with idle employees. These scenarios would be costly for CWR and have a negative impact on

our customer. To prevent each, we abide by an inventory control and ordering system that has proven very reliable.

Before starting service, a service manager conducts a thorough inspection of the job site and compiles an itemized list of the necessary materials and equipment. An initial purchase order for these items is prepared a week in advance of starting the job. During the weeks that follow, bi-monthly monitoring and ordering of supplies is performed by a supervisor.

Occupational Safety

Fortunately, given the nature of janitorial work, most accidents or injuries are usually limited to the "cut finger" category. Though CWR provides each job site with a basic first aid kit, it also strives to assure maximum safety for its service personnel through its training programs and by working closely with its customers to identify and minimize potential work-place hazards. **CWR abides by OSHA regulations** and the administrative reporting procedures required by the Workers' Compensation Insurance laws.

Insurance

In addition to workers' compensation coverage, we maintain **four million dollars** in liability policies, as well as bonding and other endorsements providing the necessary protection to us and our clients during the entire term of a contract agreement. A certificate of insurance is provided to our customers in advance of our performing any service for them.

Executive Management Team



JOSE S. AMAYA

PRESIDENT

Mr. Amaya became a U. S. Citizen in 1994, after immigrating to the United States with a little less than \$50 dollars in his pocket ten years earlier. He worked his way up the corporate ladder from a landscaping company laborer in Houston, Texas to an Operations Manager for a local building maintenance firm. Having been responsible for large staffs and possessing valuable experience in managing ridged production schedules, Mr. Amaya was employed CWR in April 2000 as an Assistant Vice President and later promoted to Vice President and the Board of Directors in February 2001. As of January 1st, 2013, Mr. Jose Amaya became CWR's President. Jose currently oversees and directs all management and operations for CWR in Northern Virginia, Central Maryland and the District of Columbia. Mr. Amaya communicates fluently in English and Spanish.



JAMES R. CHENEY

EXECUTIVE VICE PRESIDENT and DIRECTOR

Before becoming a co-founder of CWR, Mr. Cheney acquired 17 years of asset management experience with the Department of the Army (5 years), a real estate development company (2 years) and a property management company (10 years). Jim is an active member of the Cleaning Management Institute, Building Service Contractors Association, Apartment and Office Building Association of Metropolitan Washington, Property Management Association and the Community Associations Institute. Mr. Cheney has served on several Boards of Directors for both professional and civic organizations from 1985 to the present time. He has taught seminars and provided lectures to local professional organizations and schools concerning trends and practices observed and affecting the building services industry and preventative maintenance programs for commercial and residential facilities. Mr. Cheney has a General Associates Degree from Anne Arundel Community College (Arnold Maryland) in 1978.



KIMBERLY AMAYA-PATTERSON, CPA

TREASURER and DIRECTOR

Kimberly A. Amaya-Patterson is CWR's Chief Financial Officer and tax advisor, with directorial responsibilities in providing overall financial management and review, ensuring positive growth, acquisitions and investments that are achieved and aligned with the company's mission and objectives. She is the owner of Kimberly A. Amaya-Patterson, CPA, a firm providing tax and accounting services to businesses and executives in the metropolitan region. Mrs. Amaya-Patterson is also member of the University of Maryland, Baltimore County Alumni Society.



JACK H. CHENEY

ASSISTANT VICE PRESIDENT

On May 22, 2019, Mr. Jack H. Cheney joined the firm as an officer and member of the sales and marketing team. He initially began working for the company starting in 2008 in a part-time capacity, evenings and weekends, while attending high school. Also, during that period, his responsibilities grew too include management of special assignments in support of upper management's special projects. He was also responsible for the timely maintenance and repair on hundreds of vacuums, floor buffers, floor scrubbers and shampoo equipment. Jack Cheney, a recruited student athlete (Baseball), attended Delaware Technical Community College and Salisbury University from 2014 - 2019.

References

Additional references shall be provided upon request.

1840 Michael Faraday Drive

C/o Chevy Chase Land Co.

Mr. Maurice Marshall, Chief Facilities Engineer

(240) 876-7096

Christopher Condominium

C/o TWC Association Management, Inc.

Ms. Pam Ward, Senior Community Manager

(703) 437-5800, EXT 104

Edgemoor Condominium

C/o Zalco Realty, Inc.

Mr. Scott E. Sheridan, Community Manager

(301) 495-6606

Fountain Hills Condominium

C/o Vanguard Management Associates, Inc.

Mr. Craig Wilson, CEO/President

(301) 540-8600

Strathmore Condominium

C/o Abaris Realty, Inc.

Mr. Robert Fogel, Vice President

(301) 468-8919

White Oak Towers

C/o Kay Management, Inc.

Ms. Debbie Eck, Regional Manager

(301) 589-8045

PROPOSED MAINTENANCE AGREEMENT and FEE

WITNESSES THIS CONTRACT (hereinafter called Agreement) made this **23rd day of June, 2020**, by and between **CWR, Inc., doing business as Custodial Work Resources**, a Maryland Corporation (the "Contractor") and **Tanyard Springs HOA through their agent, Abaris Realty, Inc.**, (the "Owner"):

In consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Owner agree as follows:

I. PURPOSE

The Contractor will provide janitorial services and other related services, including supervision, labor, materials and supplies in connection therewith, for the Owner at **6920 Heritage Crossing, Glen Burnie, MD 21060** according to the Scope of Work set forth in Appendix A attached hereto and made a part of this Agreement. The Contractor shall perform the services stated in Appendix A by any reasonable means and in a reasonable manner.

II. TERM

This agreement shall commence on **July 1, 2020** and shall continue until such time that either party wishes to terminate this agreement. Either party may terminate this agreement at any time, upon providing to the other thirty (30) days written notice of their intent to terminate the agreement for any reason, with or without cause. Any modifications made to this agreement shall be made in writing and agreed upon by both parties, except with fee adjustments made annually by the Contractor to the monthly service fee being charged. Then in such case, the Contractor may charge the Owner a new monthly service fee, effective on this agreement's Anniversary date. This agreement's next anniversary date is July 1, 2021, and for every subsequent year from that date.

III. COMPENSATION

The Owner agrees to pay the Contractor for services he has provided in the amount and manner set forth below.

A. MONTHLY FEE (Base amounts & Adjustments)

1. DAY CLEANING SERVICES

The monthly Base Amount for Day Cleaning Services is (see monthly rates stated below). The monthly fee payable hereunder shall not be adjusted by the Owner for the actual number of workdays that occur within any month. It is further agreed that the monthly fee shall not be adjusted by the Contractor, except however it may be increased only after June 30, 2021 or when the government (Federal, State and/or local) mandates by law an increase in the current minimum wage and/or net change in the State Unemployment Insurance emergency fund level. Then, in such cases, the Contractor shall increase his monthly fee by the same percentage of increase that is imposed by the actual minimum wage increase and/or the State Unemployment Insurance emergency fund level. The Contractor has already calculated the 2020 minimum wage into this agreement through 12/31/21. No further minimum wage increases are expected until 2022.

Monthly Base Amount

(based upon 2 days a week service)

July 1, 2020 – June 30, 2020	\$896.00
July 1, 2021 – June 30, 2021	\$952.00

2. ADJUSTMENT FOR TOTAL CLEANABLE SPACE AMOUNT

The Contractor shall have the right, at anytime during the term of this agreement, to confirm the total cleanable space by taking the measurements of the building. In the event it is determined that a discrepancy exists between the Owner's measurement, or that which is specified in Article III, Section A, paragraph 1 of this agreement and that which the Contractor determines by his measurements, then the Contractor shall have the right to immediately adjust the amount of the total cleanable space amount that is listed in Article III, Section A, paragraph 1 of this agreement and that which the Contractor determines by his measurements, then the Contractor shall have the right to immediately adjust the amount of the total cleanable space amount that is listed in Article III, Section A, paragraph 1, provided the Owner is given the opportunity by the Contractor to verify the Contractor's

measurements. The Owner shall not deny the Contractor's request for a meeting to review the discrepancy discovered by the Contractor. Both parties shall make every reasonable attempt to agree on the total cleanable space amount at that meeting and modify this agreement according to the provisions stated herein.

3. **ADJUSTMENT FOR SALES TAX**

The Contractor will adjust the current sales tax rate of six percent (6%) herein charged the Owner in the event there is a change mandated by the State of Maryland.

B. PAYMENT

The Owner agrees that the Contractor will be paid on a monthly basis no later than the first day of the month for services provided the Owner during the preceding month. Said payments to the Contractor shall be the Base Amounts stated in Article III A1, adjusted by Article III A3. In the event the Owner fails to pay the Contractor when such payment may be due, the Contractor shall have the right to terminate this Agreement immediately. The Owner shall pay the Contractor the reasonable costs of collection of said payment(s) due him, including reasonable attorney's fees and court costs.

C. Late Payments And / Or Unpaid Balances

The Owner agrees that any payment due hereunder that is not received by the Contractor on or by the due date will incur a late charge of 10% of the amount due. Interest will accrue and be payable, at the rate of eighteen (18%) per annum, on any outstanding balance due hereunder from the payment due date until paid in full.

IV. WORK WEEK

The Contractor will provide the Owner with the following services as specified in Appendix (A) attached and herein described below.

(2 days per week)

As specified by Owner, the Contractor will perform services Mondays and Thursdays, or Tuesdays and Fridays, or Wednesdays and Saturdays for day cleaning services during the hours of 7:30 a.m. to 4 p.m.

Holidays the Contractor observes are: **New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.**

HOLIDAY COVERAGE RATE	
EFFECTIVE	HOURLY CHARGE (ONLY IF SERVICE IS REQUESTED)
July 1, 2020 – June 30, 2021	\$ 38.79
July 1, 2021 – June 30, 2022	\$ 41.21

V. INSURANCE

The Contractor agrees to obtain and maintain in effect at all times during the term of this Agreement the following insurance: worker's compensation and employer's liability with statutory limits; general (operations) liability with limits of Three (3) million dollars aggregate and one (1) million dollars each occurrence; employee dishonesty at a ten (10) thousand dollar limit; automobile liability including owned and non-owned auto with a combined single limit of one million dollars; and excess (umbrella) liability with limits of two (2) million dollars aggregate and one (1) million dollars each occurrence. Contractor will provide additional insurance or coverage amounts as requested by Owner (referred to herein as 'Additional Coverage'), provided however, that Owner pays directly to Contractor's insurance agent, in advance, the premium attributable to such Additional Coverage.

The Contractor agrees furnish a certificate of insurance or endorsement with limits and coverage described above to the Owner prior to performing services for the Owner under this Agreement. Contractor shall maintain said coverage during the entire term of this agreement.

VI. CONFORMANCE WITH LEGAL OBLIGATIONS

The Owner agrees to keep, or cause to keep, all its facilities in conformity with all applicable federal, state and local laws, ordinances and regulations and agrees to indemnify, defend and hold the Contractor harmless for any loss or injury caused by the Owner's failure to abide by the terms of this Article.

The Contractor agrees to abide by federal, state and local laws, ordinances and regulations and to indemnify, defend and hold the Owner harmless for any loss or damage caused solely by the Contractor while in the performance of his duties. The Contractor agrees to make the Owner whole for any physical damage proved to be

caused by the Contractor during the course of providing services for the Owner. CONTRACTOR and all employees and agents thereof shall comply with the applicable requirements issued pursuant to all applicable health and safety laws and regulations.

VII. RESOLUTION OF DISPUTES

Owner and Contractor hereby agree that any action to enforce any obligation, or involving any dispute concerning this Agreement, shall be brought in any court of competent jurisdiction in the State of Maryland.

VIII. CONSENT TO JURISDICTION

This Agreement shall be governed by the laws of Maryland.

IX. BINDING

This Agreement shall inure to and bind all parties, their successors, agents or representatives. This Agreement may not be assigned to another party unless both parties agree in writing beforehand.

X. 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 the parties.

XI. 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 registered or certified mail, return receipt requested, properly addressed and postage prepaid if to the:

CONTRACTOR
CWR, Incorporated
PO Box 599
Beltsville, Maryland 20704

Or

OWNER
Tanyard Springs HOA
6920 Heritage Crossing
Glen Burnie, MD 21060

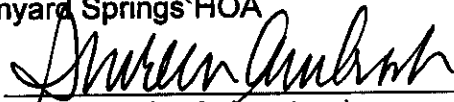
XII. INDEPENDENT CONTRACTOR RELATIONSHIP

The parties intend that an independent contractor relationship will be created by this Agreement. Contractor, and its employees, is not to be considered the agent or employee of the Owner for any purpose. Contractor expressly understands and agrees that no income or employment taxes shall be withheld from any of the sums that may be paid to Contractor. Contractor hereby disclaims and waives any claim to status as an employee. Contractor further waives, discharges, and releases any claim, demand, cause of action, obligation, or liability arising out of any law, statute, regulation, or ordinance pertaining to employment or the termination thereof, but, instead, shall look solely to his/her rights under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER

Tanyard Springs HOA

By  (/ / 20)
(authorized signature)

Shireen Ambush
(print name)

Property Manager
(title)

CONTRACTOR

CWR, Incorporated

By  (6 / 22 / 20)
James R. Cheney, Executive Vice President

SCOPE OF WORK

Contractor agrees to provide the following janitorial maintenance services.

I. SCOPE OF WORK

Services to be performed by Contractor include vacuum carpeting and rugs, dust mop and damp mop all hard surface flooring, dusting furniture, clean and disinfect kitchen, clean and disinfect restrooms, clean glass doors, clean and disinfect exercise equipment, remove hand prints and unsightly foreign matter from surfaces, including mirrors, remove cob webs and empty all trash cans.

II. ALL AREAS

- Dust
- Vacuum or Mop
- Empty trash containers and replace plastic liners
- Wipe Down Walls and Baseboards (Semi-annually)
- Wipe Down Blinds (Semi-annually)

III. FITNESS CENTER

- Clean and disinfect exercise equipment
- Empty trash containers and replace plastic liners
- Vacuum mats and mop floors
- Clean mirrors

IV. RESTROOMS

- Clean and disinfect toilets
- Clean and disinfect sinks
- Clean and disinfect mirrors
- Clean and disinfect Showers
- Empty trash cans and replace plastic liners
- Mop floors with disinfectant

V. PARTY ROOM

- Sweep and damp mop flooring
- Wipe Tables and Chairs
- Empty trash containers and replace plastic liners

VI. KITCHEN

- Clean and disinfect appliances
- Clean and disinfect counter tops
- Clean and disinfect sink
- Clean and disinfect exterior surfaces of cabinets
- Clean and disinfect interior surfaces of cabinets (Annually)
- Mop tile floors

VII. ITEMS SUPPLIED

A. Owner Responsibility

1. Storage room for Contractor's supplies and equipment required to perform the janitorial maintenance work for the Owner.
2. Electricity to operate cleaning equipment.
3. Water for cleaning purposes.
4. Keys/access to property to be maintained by the Contractor.
5. Hand-soap, paper products (paper towels & toilet paper) and plastic trash liners will be purchased by the Contractor and billed back to the Owner at (10%) above cost.

B. Contractor Responsibility

1. Supervised day cleaning services and the necessary cleaning equipment, products and chemicals to clean and maintain the premises per this Scope of Work.

VIII. OPERATIONS

A. Service Days and Personnel

1. Services will be provided by the Contractor at the Owner's property, as stated earlier herein.

B. Contractor's Employees (non-compete)

1. The Contractor's employees shall remain his employees during the duration of the contract period or any extension thereof. The Owner shall not, in the event he terminates the contract with the Contractor, be permitted to, for a period not less than one (1) year, hire, retain or employ, either as an employee or subcontractor or in any other capacity, any employee of the Contractor's who had been assigned to the Owner's property during the six (6) months previous to the date the contract is terminated.
2. It is further understood and agreed by the Owner that, in the event

the Owner intends to replace the Contractor with another service provider, the Owner shall be required to disclose to the service provider that he also is restricted to this non-compete restriction and may not hire for assignment to the Owner's property, any one of the Contractor's employees for a period not less than one (1) year from the date the contract is terminated.

3. The Contractor shall provide to the Owner, prior to the intended date of contract termination, a listing of the Contractor's employees who qualify for the non-compete restriction.

C. Joint Site Inspections

1. Periodic, but at least on a monthly basis, site inspections will be conducted jointly by the Contractor's Area Manager and the Owner's appointed representative.
2. The purpose of the inspection shall be to identify any deficiencies observed with the Contractor's performance, any areas requiring additional attention by the Contractor resulting from a change in the Owner's operations or to his property, and any special cyclical projects that must be coordinated between the Owner and Contractor.
3. Such inspections shall be conducted at a time that is mutually convenient to the Owner and Contractor, Monday through Friday, between the hours of 9:00 AM and 2:00 PM. Upon conclusion of the inspection the Contractor will prepare and submit to the Owner a written report outlining that meeting and inspection.

D. Independent Site Inspections

1. The Contractor shall be permitted to make regular visits and inspections of the Owner's property throughout the workweek without the Owner being present during such a visit.

IX. ADDITIONAL SERVICES (QUOTED UPON REQUEST)

1. Window Washing - Pricing provided upon request. Purchase order issued to Contractor prior to scheduling work. Contractor will thoroughly wash interior and exterior surfaces of perimeter windows and framing to remove unsightly conditions and streaking.
2. Pressure Washing Work - Pricing provided upon request. Purchase order issued to Contractor prior to scheduling work. Contractor will utilize 3,000 PSI pressure washing unit to power clean heavily soiled surfaces.
3. Stripping & Refinishing Work - Pricing provided upon request. Purchase order issued to Contractor prior to scheduling work. Contractor will scrub

floor surface with rotary floor machine to clean and strip old finish, then extract and rinse clean floor surface, then apply 2 base coats and 2 finish coats of high-gloss polymer finish to floor area.

4. Carpet Shampoo Work – Pricing provided upon request. Purchase order issued to Contractor prior to scheduling work. Contractor will provide hot water (steam) extraction cleaning and bonnet scrubbing methods.