



**Request for Proposals #274-2024-RCPAC-19**

**Title: RCPAC HVAC Cooling Tower Preventative Maintenance and Services**

**Issue Date:** May 24, 2024

**Due Date:** June 14, 2024 no later than 4:00PM EST

**\*LATE PROPOSALS WILL NOT BE ACCEPTED\***

**Issuing Department: Raleigh Convention and Performing Arts Complex**

**Direct all inquiries concerning this RFP to:**

Brian Clark

Director of Operations

Email: [Brian.Clark@raleighnc.gov](mailto:Brian.Clark@raleighnc.gov)

# Table of Contents

<b>1.</b>	<b>Introduction .....</b>	<b>2</b>
1.1	Purpose .....	2
1.2	Background.....	2
1.3	RFP Timeline .....	3
1.4	Pre-Proposal Conference .....	3
1.5	Proposal Question .....	3
1.6	Proposal Submission Requirements & Contact Information .....	4
1.7	MWBE Participation Form .....	5
1.8	Rights to Submitted Material.....	5
1.9	Communications .....	6
1.10	Lobbying .....	6
1.11	Conflicts of Interest .....	6
1.12	Proposer Expenses .....	7
1.13	Proposer Acceptance .....	7
<b>2.</b>	<b>Proposals .....</b>	<b>7</b>
2.1	Request for Proposals Required Document Format .....	8
2.2	RFP Documents .....	10
<b>3.</b>	<b>Proposal Evaluation .....</b>	<b>10</b>
3.1	Proposal Evaluation Criteria (Stage 1).....	10
3.2	Interview/Demonstration (Stage 2) .....	11
3.3	Final Selection .....	11
3.4	Notice to Proposers Regarding RFP Terms & Conditions .....	12
3.5	Contract Term.....	12
<b>4.</b>	<b>Scope of Services .....</b>	<b>12</b>
	<b>Appendix I – Proposal Cost Form .....</b>	<b>17</b>
	<b>Appendix II – Proposer Questionnaire .....</b>	<b>18</b>
	<b>Appendix III – Reference Questionnaire (Instructions) .....</b>	<b>19</b>
	<b>Appendix III – Reference Questionnaire Form.....</b>	<b>20</b>
	<b>Appendix IV – MWBE Participation Form .....</b>	<b>22</b>
	<b>Appendix V – Contract Standard Terms &amp; Conditions.....</b>	<b>23</b>
	<b>Appendix VI – Exceptions to RFP .....</b>	<b>33</b>

# 1 INTRODUCTION

## 1.1 **Purpose**

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services:

The Raleigh Convention and Performing Arts Complex (RCPAC) is seeking a licensed firm to provide Semi-Annual Preventative Maintenance for Cooling Towers, and Air Handler Units for the Raleigh Convention Center and the Martin Marietta Center for Performing Arts. The selected firm will also provide on-call repair services at predetermined rates.

To be considered responsive, contractors must respond to this solicitation in accordance with the requirements specifications commercial terms and provisions as described and set forth herein. Proposal must embrace a concept that the successful proposal will satisfy all the objectives and service specifications in the most cost effect and efficient way possible as outlined in this document.

Services will begin on execution of a Contract between the Contractor and the City. The term of the awarded contract is expected to not exceed five (5) years without the possibility of extension.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

Questions submitted via telephone will not be answered.

## 1.2 **Background**

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The Raleigh Convention Center (RCC) is a convention and exhibition facility in downtown Raleigh North Carolina that opened in September 2008. The three level 500,000 square foot building contains a 150,000 square foot exhibit hall, twenty meeting rooms and a 32,000 square foot ballroom. The ballroom on the highest level can seat up to 2,715 persons (banquet style) or 3,630 persons (theater style). The exhibit hall on the lowest level can hold up to 790 booths or seat up to 6,800 persons (banquet style) or 9,600 persons (theater style).

The Martin Marietta Center for the Performing Arts Center (PAC) located at 2 E South St. Raleigh, NC 27601-2337 offers the best in Theater, Dance, Opera, Orchestral, Popular Music and more. Includes Memorial Auditorium, Meymandi Concert Hall, Fletcher Opera Theater and Kennedy Theatre. Martin Marietta Center opened in 1932 and hosts 600 performances and 400,000 patrons a year.

Red Hat Amphitheater (RHA) is situated in the heart of downtown Raleigh and offers an immersive entertainment experience with stunning views of the Raleigh skyline. The amphitheater is adjacent to the Raleigh Convention Center at 500 S. McDowell St, Raleigh, NC 27601.

### 1.3 **Request for Proposal (RFP) Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Advertisement Date	May 24, 2024
<b>Optional</b> Pre-Proposal Conference (if required)	May 29, 2024 at 9:30 AM Raleigh Convention Center
Deadline for Written Questions	May 31, 2024 no later than 4:00PM
City Response to Questions (anticipated)	June 5, 2024
<b>Proposal Due Date and Time</b>	<b>June 14, 2024 no later than 4:00 PM</b>
Evaluation Meeting (anticipated)	June 17, 2024
Selection Announced (tentative)	Week of June 17th

### 1.4 **Pre-Proposal Conference**

An Optional Pre-Proposal Conference and site Visit for all prospective proposers is scheduled for May 29, 2024 at 9:30 AM at the Raleigh Convention Center located at 500 S Salisbury St. Raleigh, NC 27601. Prospective Proposers are encouraged to submit

written questions in advance. After the Pre-Proposal conference, Proposers will have the opportunity to attend a site visit of the three facilities.

### 1.5 **Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

***It is important that all Respondents submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.***

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Brian Clark	Brian.Clark@raleighnc.gov

Questions submitted via telephone will not be answered.

### 1.6 **Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

<b><u>DELIVERED BY US POSTAL SERVICE</u></b> <b><u>MAIL:</u></b>	<b><u>DELIVERED BY OTHER DEIVERY</u></b> <b><u>SERVICES:</u></b>
City of Raleigh ATTN: Brian Clark, Administrative Raleigh Convention Center 500 S. Salisbury Street Raleigh, NC 27601 RFP No. 274-2024-RCPAC-19 RCPAC HVAC Preventative Maintenance and Services	City of Raleigh ATTN: Brian Clark, Administrative Raleigh Convention Center 500 S. Salisbury Street Raleigh, NC 27601 RFP No. 274-2024-RCPAC-19 RCPAC HVAC Preventative Maintenance and Services

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.  
Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed proposal and;
- C. and three (3) copies of RFP No. 274-2024-RCPAC-19 RCPAC HVAC Preventative Maintenance and Services signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

#### **1.7 MWBE Participation Form**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

#### **1.8 Rights to Submitted Material**

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal

indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

## **1.9 Communications**

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm’s proposal being removed from consideration.

## **1.10 Lobbying**

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

## **1.11 Conflicts of Interest**

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

#### **1.12 Proposer Expenses**

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

#### **1.13 Proposer Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.



## 2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

### 2.1 **Request for Proposals Required Document Format**

Responses should be divided using tabs to separate each section, listed sequentially as follows:

#### **Tab 1: Cover Letter**

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

#### **Tab 2: Corporate Background and Experience**

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past three years, accompanied by at least three references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

#### **Tab 3: Financial Information**

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement)

and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."

**"Recent"** shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

**Consolidated financial statements** of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

#### **Tab 4: Project Understanding, Approach and Schedule**

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Proposal will include the location(s) of the servicing office, supporting warehouses and the technician to client ratio for technicians assigned to the servicing office.

**Tab 5: Team Firm, Experience and Certifications**

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

**Tab 6: Cost**

In a separate sealed envelope provide a minimum of one (1) complete copies of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). All quoted pricing from the selected proposer's firm will remain in effect through the duration of the awarded contract. At a minimum, the cost schedule will include:

**Preventative Maintenance (PM) Costs**

Itemized cost of annual Preventative Maintenance (PM) by PM type, by Unit, per year. This section will also include the total cost.

**Total Costs**

A total not to exceed cost representing the maximum amount for all preventative maintenance work to be performed including labor, travel and allowable refrigerant must be clearly indicated under this heading.

**Personnel Costs**

Price table listing the hourly rates that will be used for service calls outside the scope of this RFP that includes the hourly rates for a technician and a helper: 1) During regular working hours, 2) After hours and 3) On Holiday's.

**NOTE:** All prices will remain valid for the duration of the Contract.

**2.2 RFP Documents**

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

**3 PROPOSAL EVALUATION**

**3.1 Proposal Evaluation Criteria (Stage 1)**

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be

evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	15		
Firm Financial Stability	15		
Project Understanding	20		
Project Approach	15		
Team Firm Experience	20		
Proposed Cost	15		
<b>Total Score (without Interview/Demonstrations)</b>			

#### **Score Points**

0- Missing or Does Not Meet  
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

**Cost Formula:** The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

### **3.2 Interview/Demonstration (Stage 2)**

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/Demonstration*. Interview/demonstrations are an important aspect of the evaluation

process that offers the City an opportunity to see how the proposer's solution meets the critical components of the RFP.

### **3.3 Final Selection**

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

### **3.4 Notice to Proposers Regarding RFP Terms and Conditions**

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

### **3.5 Contract Term**

The Contract shall have an initial term of three (3) years, beginning on the date of the Contract award (the "Effective Date"). At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms. The City will give the Contractor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

## **4 SCOPE OF SERVICES**

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

The Raleigh Convention Center and Performing Arts Complex (RCPAC) seeks a premier HVAC Maintenance and Service Provider to provide Semi-annual preventative maintenance and on-call trouble shooting and repair services for the equipment listed below. The purpose of the preventative maintenance services is to eliminate unscheduled down time, extend the service life of the equipment, reduce operating costs and to provide predictable pricing for trouble shooting and repair service calls.

#### 4.1 **Equipment Listing by Location**

Equipment is listed by location for the following service sites: Raleigh Convention Center (RCC) located at 500 S. Salisbury Street Raleigh, NC 27601; Red Hat Amphitheater (RHA) located at 500 S. McDowell Street Raleigh, NC 27601; Martin Marietta Center for the Performing Arts 2 E. South St, Raleigh, NC 27601 (PAC)

<b>Location: RCC</b>		
Quantity	OEM	Type
4	BAC	Cooling Towers

<b>Location: PAC</b>		
Quantity	OEM	Type
2	Evapco	Cooling Towers M# UT-112-612
2	Baldor	10 HP Pump M# EM3313T
2	Baldor	25 HP Pump M# EM2531T
2	Baldor	40 HP Pump M# EM4110T
4		VFD's

<b>Location: RHA</b>					
System/Components	Manufacturer	Model Number	Serial Number	Rating Ton/HP	Name/Location
Packaged RTU	YORK	D1EB024A06B	NCLM023376	2	Roof
Packaged RTU	YORK	D1EB024A06B	NCLM023386	2	Roof
Packaged RTU	CARRIER	5OTCQD09A2A5A0A0G0	2320P44315	8.5	Catering Bldg.
Packaged RTU	YORK	D1EB030A06B	NCLM021776	2.5	Roof
Packaged RTU	YORK	D1EB018A06B	NCLM023888	1.5	Roof
Packaged RTU	YORK	D1EB024A06B	NCLM022376	2	Roof
Packaged RTU	YORK	D1EB030A06B	NCLM021775	2.5	Roof
Packaged RTU	YORK	D1EB030A06B	NCLM023374	2.5	Roof
Packaged RTU	BARD	N/A	N/A		Side of Green Rm

## **4.2 Preventative Maintenance Intervals**

### **4.2.1 Semi-annual**

Semi-annual Preventative Maintenance is defined as pre-scheduled recurring preventative maintenance tasks recommended by the Original Equipment Manufacturer (OEM). These tasks are to be performed twice a year in preparation for seasonal changes (I.E. April & October).

Note: consumable items including gaskets, filters, O-rings, oil, lubricants and materials are included in the service.

Note: Convention center maintenance staff retains the responsibility for changing belts and air filters.

### **4.2.2 Annual**

Annual Preventative Maintenance is a repeat of the semi-annual tasks with the addition of annual preventative maintenance tasks recommended by the Original Equipment Manufacturer (OEM). Annual Preventative Maintenance tasks also include Annual Boiler Inspections.

## **4.3 Maintenance Tasks by Equipment Type**

### **4.3.1 Cooling Towers**

1. Oil and grease all motors and fan bearings.
2. Check operation of gear reducer drive assembly and oil level.
3. Check all belt drives for adjustment, belt tension and wear.
4. Check condition and operation of all internal water distribution assemblies.
5. Check condition of float assembly.
6. Check operation of automatic bleed-off controls.
7. Check operation of electric immersion heaters.
8. Check for unusual vibration and/or noise.

## **4.4 Service Calls**

For the term of the contract period, the awarded contractor will be the exclusive service provider for repairs, preventative maintenance and hardware/software upgrades outside the scope of this contract.

### **4.4.1 Response Times**

Call Back – Contractor will provide an Estimated Time of Arrival (ETA) for servicing technician within 4 hours of receiving a service call.

Arrival – Servicing Technician(s) will arrive at the convention center within 24 hours of receiving the service call. NOTE: Task specific authorization from the Facilities Maintenance Superintendent is required prior to responding outside of normal business hours, weekends and/or holidays.

#### **4.5 Safety**

The Contractor's firm and all of the Contractor's employees who may provide service under this scope of work must be licensed and certified to use the equipment they are working with. On request, the Contractor will provide copies of all certificates to the Facility's Maintenance Superintendent.

##### **4.5.1 Fall Prevention**

Contractor will provide all fall arrest harness, lanyards and lifelines for their technicians, employees and helpers servicing City of Raleigh equipment.

##### **4.5.2 Lifts**

Tracked and pneumatic wheeled boom vertical lifts will be used. Lifts will be provided by the City. Operators must be licensed to operate the equipment.

##### **4.5.3 Environmentally Friendly**

All services will be "Green" and LEED compliant.

##### **4.5.4 Safety Data Sheets (SDS)**

Contractor is responsible for all Safety Data Sheets (SDS). No chemicals or equipment will be stored on the premises.

#### **4.6 Additional Information**

In addition to the preceding Scope of Services, the Contractor and the contractor's employees will adhere to the business practices listed as additional information.

##### **4.6.1 Satisfaction Guarantee**

The facility's maintenance manager can and will identify unsatisfactory workmanship on the day of the service and have the contractor correct the discrepancy at the Contractor's expense and at no cost to the City. The Contractor will check-out with the facility's maintenance manager to ensure all work is performed satisfactorily before the Contractor leaves the site. The City waives this requirement, if given the opportunity, the City does not respond to inspect the work.

##### **4.6.2 Schedule of Work**

Contracted services will not interfere with exhibitions or performances. Contractor will submit a proposed service schedule 30 day in advance of any work. That schedule will



be reviewed by all the stakeholders to deconflict scheduling. The approved schedule will be locked in and published two weeks prior to execution of any work.

#### **4.6.3 Training**

The Contractor's servicing technicians will be trained to OEM standards and certified by to work on the equipment. Annual continuing education training shall be conducted by the contractor.

#### **4.6.4 Employee Removal**

The City reserves the right to remove any Contractor or the Contractors staff without cause.

#### **4.6.5 Subcontractors**

Subcontractors will be considered employees and representatives of the Contractor. As such, subcontractors shall abide by all requirements and restrictions included herein.

#### **4.6.6 Administration**

1. Services outside the scope of work must have a written estimate and prior approval by the facility's Maintenance Superintendent.
2. The Contractor will coordinate all services with the Facility's Maintenance Team. This includes but is not limited to, checking in and checking out for each visit.
3. Technician will be readily recognizable by wearing the Contractor's business name and/or logo prominently on their outer layer of clothes.

## **APPENDIX I**

### **PROPOSAL COST FORM**

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4 for a not to exceed total amount of

\$\_\_\_\_\_.

Proposer shall attach proposal cost breakdown to this Appendix I Proposal Cost Form.

\_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title of Signer: \_\_\_\_\_

## APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:		Fax:	E-Mail:
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:		Fax:	E-Mail:
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. <b>PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.</b>			
1.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

**APPENDIX III**  
**REFERENCE QUESTIONNAIRE**  
**(Instructions)**

**274-2024-RCPAC-19**  
**RCPAC HVAC Preventative Maintenance and Services**

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

## **APPENDIX III**

### **REFERENCE QUESTIONNAIRE FORM**

#### **274-2024-RCPAC-19 RCPAC HVAC Preventative Maintenance and Services**

\_\_\_\_\_  
**(Name of Business Requesting Reference)**

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, Brian Clark, via email to [Brian.Clark@raleighnc.gov](mailto:Brian.Clark@raleighnc.gov) no later than **4:00 p.m. EST, May 31, 2024** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

**Company Providing Reference**

**Contact Name and Title/Position**

**Contact Telephone Number**

**Contact Email Address**

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

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

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

2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?  
☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

---

---

---

---

5. How would you rate the dynamics/interaction between the company and your staff?  
☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

---

---

---

---

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

---

---

---

---

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

---

---

---

---

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

---

---

---

---

9. Would you recommend this company's services to your organization again?

Comments:

---

---

---

---

# APPENDIX IV

## MWBE PARTICIPATION FORM

### IDENTIFICATION OF MWBE PARTICIPATION FOR INFORMAL CONTRACTS

*Contract amount is between \$30,000.00 - \$299,999.99*

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Informal City Contracts. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

<b>COMPANY NAME</b>			
<b>PROJECT NAME</b>			
<b>PROJECT NUMBER</b>		<b>CITY DEPARTMENT</b>	
<b>CONTRACT TYPE</b>	<input type="checkbox"/> Services <input type="checkbox"/> Other _____*		
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ " Certified with NCHUB " Certified with NCDOT-DBE	<b>RFP SUBMITTAL DATE</b>	

\*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

☐ **WORK TO BE SELF-PERFORMED**

Check this box **only** if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

#### MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

Company Name	MWBE Classification*	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

\*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Total Estimated MWBE Utilization\***

\$ \_\_\_\_\_

**Total Proposal Amount\***

\$ \_\_\_\_\_

**Percent Estimated MWBE Utilization\***

\_\_\_\_\_ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

## **APPENDIX V**

### **CONTRACT STANDARD TERMS AND CONDITIONS**

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to ([accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov)) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Workmanship and Quality of Services**

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. **Non-discrimination**

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. **Minority and Women Owned Business Enterprise**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.



5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**Additional Insured** – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

**Certificate of Insurance** – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or

written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590**

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

**Professional Liability** – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets

invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must

first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 13, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 5, above, as part of the contact information for the Contractor representative identified in Section 5, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

The City's current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City's website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 13, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

a. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City's Communications Department. This is to ensure that the Communications Plan: (i) complies with the City's brand and communication guidelines; (ii) integrates with the City's other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

b. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

c. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

d. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- i. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
  1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
  2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
  3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

14. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

15. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and

approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

16. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

18. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.



19. E – Verify  
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.
20. Iran Divestment Act Certification  
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
21. Companies Boycotting Israel Divestment Act Certification  
Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

## **APPENDIX VI**

### **EXCEPTIONS TO THE RFP**

**CHECK ONE:**

- ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- ☐ EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

**FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.**

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date: