



Request for Proposals #274-ESIFS-2023-Elev

**Title: Full Maintenance and Service for Elevators, Escalators,
Dumbwaiters, and Lifts**

Issue Date: December 11, 2024

Due Date: January 2, 2024 no later than 5:00PM EST

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department:

Engineering Services Department
Integrated Facility Services Division

Direct all inquiries concerning this RFP to:

Cleveland Dunston, Contract Manager
Email: Cleveland.Dunston@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh (hereinafter referred to as the “City”) is accepting proposals from qualified public entities or private firms (hereinafter referred to as the “Contractor”), to provide full maintenance, service and testing (all-inclusive) of the City’s elevators, escalators and chair/platform lifts. The City currently has equipment at various locations. The number of equipment is subject to change and the City reserves the right to either add or delete equipment, locations and/or frequency of service via contract amendments.

The City reserves the right to award and enter into multiple contracts with one contractor or multiple contractors based on programming needs, equipment type and/or manufacturer, whichever is advantageous to the City.

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

Services will begin upon notice to proceed after successful execution of each contract between the Contractor and the City. The term of the awarded contract is expected to be a total of five (5) years. Contractor shall be notified in writing of the City's intention to extend the contract term at least sixty (60) calendar days prior to the expiration of the Contract.

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/>.

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

Contact Name	Email Address
Cleveland Dunston	Cleveland.dunston@raleighnc.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 21st 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 21st 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.

All City's elevators, escalators, dumb waiters, chair, and platform lifts will receive premium service that meets or exceed the industry standards. The City is committed to a robust preventative maintenance (PM) program to increase the service life of its elevators and platforms/lifts.

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		<i>December 11, 2023</i>
Pre-Proposal (if required)	Conference	<i>Raleigh Municipal Building 222 W. Hargett Street, Raleigh, NC 27601 December 14, 2023 at 9:00a in Room 305</i>
Site Visits		<i>Thursday, December 14, 2023 and Friday, December 15, 2023</i>
Deadline for Written Questions		<i>Monday, December 18, 2023</i>
City Response to Questions (anticipated)		<i>Friday, December 22, 2023</i>
Proposal Due Date and Time		<i>Tuesday, January 2, 2024</i>
Interviews (if required)		<i>TBD</i>
Selection Announced (TBD)		<i>Monday, January 22, 2024</i>

1.4 Pre-Proposal Conference and Site Visits

Proposers are encouraged to attend a Pre-Proposal Conference on Thursday, December 14, 2023. Time and location for the Pre-Proposal Conference is shown above in the RFP timeline (Section 1.3).

Site Visits will begin immediately after the Pre-Proposal Conference on Thursday, December 14, 2023 through Friday, December 15, 2023. This will provide Proposers the opportunity to evaluate the elevators and escalators assigned to this contract. The City will provide a complete schedule of locations and times at the pre-bid conference.

As part of the RFP submission, proposers will provide an itemized list by unit, identifying the needed repair, the cost for the repair, and the timeline for completion.

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
Cleveland Dunston	Cleveland.dunston@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:

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DEIVERY SERVICES:</u>
City of Raleigh ATTN: Cleveland Dunston Engineering Services Department Integrated Facility Services Division PO Box 590 Raleigh, NC 27602 RFQ No. 274-ESIFS-2023-Elev	City of Raleigh ATTN: Cleveland Dunston Engineering Services Department Integrated Facility Services Division 222 West Hargett St, Suite 605 Raleigh, NC 27602 RFQ No. 274-ESIFS-2023-Elev

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 the 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.

1. Cover letter / Letter of Intent
2. Corporate Background and Experience
3. Financial Statement
4. Project Understanding, Approach, Schedule, Quality Control, Parts inventory availability, Travel Time, Fuel Usage and Surcharge.
5. Team Organization, Experience and Certifications/Qualifications
6. Proposed Cost
7. Provide PM Program
8. Provide Example of Reports for PM Program
9. Provide list of items considered as Vandalism
10. Provide Example of Quality Control Program
11. Provide Example of Emergency Response Plan
12. Provide Agreements with Manufacturer on Manufacturer Letterhead
13. Provide Inventory Availability List for Equipment Included within Scope of Contract

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 number of years, accompanied by at least five 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:

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

1. 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

2. 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.

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 Appendix I – Proposal Cost Form, provide cost estimates for each year inclusive of hourly rates, as the unit of measure, to include: cost of lubricants, consumables, batteries and frequently used repair parts. Base cost proposal shall also include cost of travel, fuel usage and surcharges, preventative routine inspections, maintenance, adjustments, documentation of equipment condition, reporting documentation and, repairs needed due to: vandalism, inclement weather, user operation error and/or updated NCDOL requirements. The City expects an all-inclusive labor and repair rate

for all service hours. There shall be no additional costs presented outside of the contract agreement.

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	20		
Firm Financial Stability	15		
Project Understanding	15		
Project Approach	10		
Team Firm Experience	20		
Proposed Cost	20		
Total Score (without Interview/Demonstrations)			
Interview/Demonstration (if applicable)			
Final Score (with Interview/Demonstrations)			

Score Points

0- Missing or Does Not Meet Expectation 2- Meets Expectation
1- Partially 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)

If applicable, 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 (5) years, beginning on the date of the Contract award (the "Effective Date"). Contractor shall be notified in writing of the City's intention to extend the contract term at least sixty (60) calendar days prior to the expiration of the Contract. 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

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

To provide full maintenance, service and testing (all-inclusive) of the City's elevators, escalators and chair/platform lifts. The City currently has equipment at various locations. The number of equipment is subject to change and the City reserves the right to either add or delete equipment, locations and/or frequency of service via contract amendments.

The selected contractor will effectively support the City in achieving its designated objective of ensuring continuous functionality of its elevators, escalators, and chair/platform lifts. As a baseline requirement, the comprehensive service provider(s) will furnish the following: a round-the-clock call center, prompt 24/7 response to service calls, a robust regimen of preventive maintenance, rigorous quality control protocols, a well-stocked inventory of replacement parts, meticulous maintenance of detailed records and service reports, both proactive and reactive repair capabilities, a pre-established preventive maintenance schedule, and the provision of all pertinent records upon the City's request.

As delineated in subsequent sections, the full spectrum of safety, regulatory compliance, and requisite training shall be inherently encompassed within the ambit of this RFP scope.

4.1 Overview

The Elevator Service Company will maintain all elevators, escalators, lifts, and dumbwaiter vertical transportation equipment and accessories to comply with the requirements of the applicable ASME/ANSI A17.1 safety codes for elevators and escalators and any other rules, ordinances or building codes that may apply. The ANSI Elevator Inspector Manual A17.2 will be used as a guide to establish that the equipment is operating safely. The original specifications and/or NEII Standards of Performance in association with all current code standards will be the guide for performance criteria. Regular routine exams and maintenance examinations will be performed, documented, and reported at a frequency of not less than monthly for all equipment. Equipment will require a minimum number of preventative maintenance hours a month as indicted in the RFP. During these examinations, the components are to be checked and all necessary work performed relative to cleaning, lubrication and adjustment of equipment. If examinations present evidence of potential issues, breaks or maintenance related needs, the Contractor must notify the City immediately in writing. The Contractor must keep equipment in proper, safe, efficient and code-compliant operating condition,

twenty-four (24) hours a day, seven (7) days a week. Maintenance hereunder shall be deemed to include such removal and replacement of all equipment and all materials as may be necessary or desirable to afford access to the equipment for maintenance. Contractor shall maintain the equipment in proper adjustment for smooth, quiet operation. The Contractor shall not install any proprietary equipment at any time. The Services specified herein are considered at minimum for all equipment. If specific equipment covered by this Contract requires additional preventative maintenance for safe and reliable operation, as specified by the manufacturer, NCDOL or by ASME A17.1 standards, Contractor shall perform the required additional preventative maintenance without added cost to the City of Raleigh.

4.2 Services and Response

Elevators, escalators, dumbwaiters, and chair lifts enrich the community's experience. These units are standalone conveyances that are necessary to provide mobility equality to all visitors. Having no mechanical back-up, these units require a robust preventative maintenance plan to ensure uninterrupted operations. Unplanned outages negatively affect public safety, accessibility, and perception.

Not more than one elevator shall be put out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the City of Raleigh Contract Administrator to minimize the disruption caused by the elevators being out of service. If for any reason an elevator should be out of service for more than the usual trouble shooting time, the Contractor shall notify the Contract Administrator when the elevator was taken out of service, the reason why, and what time the elevator is expected to be returned to service for proper and safe operation.

The Contractor will provide minor adjustments, minor repairs and parts replacement necessary to return the unit to service when there is an entrapment, more than one Unit is shut down in a bank of elevators, a freight (service) elevator is shutdown, an escalator is out of service, any supervisory system is not working, any two-way emergency communication system is not working, or any safety issue arises. Callback services and response are as follow:

- Call Back Time: Thirty (30) minutes 24/7/365
- Response Time: Two (2) hours 24/7/365
- Entrapments and emergency calls require immediate response. For elevators whose emergency call buttons, or in-elevator phones do not notify 911 for emergencies, then the contractor shall provide a 24 hours, 365 days a year (including holidays) call center to monitor and receive any emergency calls.
- Preventative Maintenance and planned outages shall be scheduled with the contract manager and/or facility manager around program peak times to minimize impact.

Emergency Call Center

The contractor will provide an emergency call center that will be operational 24 hours a day, 365 days a year (including holidays) to monitor and receive calls from the in-car phones or call buttons as specified as above. Entrapments will be responded to immediately, and 9-1-1- shall be contacted if the contractor is not able to immediately respond to an entrapment or otherwise determines that it is appropriate to call 9-1-1. All in-car trouble calls will be reported, by phone and in writing, to the contract manager or designee for investigation and to notify that service is dispatched. The Contractor shall, in writing, provide the contract manager with a full-service call report of findings, actions taken, results and status of unit upon completion of services within twenty-four (24) hours, after the entrapment is resolved.

24-Hour Dispatching

Contractor will provide 24 hour dispatching service at no cost to the City to receive service calls from Authorized Contracting Department representatives. **There shall be no after-hour charges for this contract.**

Dispatching office will:

- Record all service calls for trend analysis.
- Within thirty (30) minutes of receiving the service call, call the contract manager (or notify electronically) to provide:
 - a. Notification that technician has been dispatched.
 - b. Provide estimated time of arrival (**ETA**).
 - c. Contact name and the number of technicians OR next steps if technician does not arrive within thirty (30) minutes of ETA.
- Record the findings, action taken, result and status of the unit at the completion of the service call. The Contractor shall, in writing, provide the contract manager with a full-service call report of findings, actions taken, results and status of unit upon completion of services within twenty-four (24) hours of dispatch.

24-Hour Service Calls

Contractor shall provide technician response and service within the contracting parameters 24 hours a day, 365 days a year (including holidays) for all units under that departmental contract. The “on call” technician will verify the fault, conduct diagnostics, make repair(s), return the unit to service and submit a service call report in writing. Units that cannot be repaired will be shut down and barricaded in accordance with ASME A 17.1 and all applicable NC elevator and building codes, posted as **OUT OF SERVICE**, part ordered, repair scheduled and submit a service call report.

Repairs made from service calls and/or scheduled repairs will be warranted for:

- Parts for one (1) year from installation.
- Labor for ninety (90) days from service/installation.

Repetitive service calls to the same unit for the same failure will not be paid by City. The Contractor bears the financial burden for incorrect diagnosis and/or substandard repairs that result in repetitive failures. Repetitive service calls and repetitive failures are defined as failures of the same unit for the same reason three (3) times in fourteen (14) days.

Safety Tests and Inspections

Safety Tests - Will be conducted to comply with all applicable elevator and escalator codes. Inspections will be completed as required by applicable NC Code or once every five (5) years, whichever is more stringent.

Inspections – As required by Code or once every five years, measure the coated steel belts on traction elevators for “factor of Safety using manufactures recommended method.

NC Department of Labor at <https://www.labor.nc.gov>

- ASME A17.2 Checklist and Report for Inspection of Electric Elevators
- ASME A17.2 Checklist and Report for Inspection of Hydraulic Elevators
- ASME A17.2 Checklist and Report for Inspection of Escalators

Tests and inspections shall be part of the full maintenance agreement and included as part of the base cost proposal. Full load tests shall be scheduled at the most opportune time for the building/facility being tested. The schedule must be presented and approved by the contract manager or designee. Test results may require:

- 1) Traction and roped hydraulic elevators to have the governor recalibrated and sealed for proper tripping speed.
- 2) Traction units may also have the elevator car balances adjusted.

4.3 Maintenance Requirements

All elevators, escalators, lifts, and dumbwaiters under this contract shall be maintained in first-class operating condition and must comply with all applicable code and regulation requirements of the current North Carolina Department of Labor, American Society of Mechanical Engineers ASME A17.1, ASME Inspections Manual ASME A17.2, as well as all other applicable laws, regulations, ordinances, codes, etc.

Maintenance shall include but is not limited to:

- The guide rails are properly lubricated, secured, and aligned at all times, except where roller guides are used, and when necessary, renew guide shoe gibe or guide rollers to ensure smooth and quiet operation.
- Renew and/or replace all wire ropes, cables, and belts as per the retirement criteria of the device(s), manufacturer replacement requirements and/or North Carolina State Department of Labor, whoever is applicable to maintain an adequate factor of safety. Repair and replace conductor cables.
- Examine, lubricate, adjust, repair, and/or replace the following equipment: interlocks, car and hatch door operators, car and hatch door hangars, door closures, all handrails, all communication devices.
- Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stop and brake action, make corrections as required.
- Inspect and wipe clean all motors, machines, and generators.

- Inspect controllers, selectors, selector drives, and governors.
- Clean and adjust all controller and selector contacts. Renew worn contacts or shunts as required. Check sequence of operations.
- Wipes clean all motor, generator and excite commutators, clean and check brushes and brush holders. Replace, renew, or reset brushes as required.
- Clean and lubricate direction and accelerating switches.
- Inspect brake operations. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley as required.
- Clean hoist way pits and inspect equipment in them.
- Inspect working parts of all governors for free operation.
- Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust, or replace as required.
- Examine all wire ropes and fastenings, check, and adjust rope tension as required.
- Examine traveling cables for wear and position.
- Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
- Lubricate selector drive screws, guides and clean contacts as required.
- Inspect door, monitoring equipment and safety edge units. Clean, lubricate, adjust and/or repair as required.
- Clean and lubricate automatic slow-down and stopping switches on top of cars.
- Clean car position indicators and adjust as required.
- Inspect, clean, and lubricate car guides (unless roller guides are used).
- Check, clean, lubricate, and ensure all car fan motors are operating properly.
- Inspect drive and secondary sheaves. Clean as required.
- Check the bearing for proper operation and wear.
- Examine machine gear teeth for cutting or noise and replace them as required.
- White riding on top of cars, physically checking condition, and operation of door locking equipment.
- Perform electrical test of door interlock circuits.
- Examine door locks, door closers, and door sensors. Clean door channels.
- Examine car and counterweight guide shoe and fastenings.
- Renew gibes or rollers as required. Lubricate sliding guide shoes.
- Remove car station cover, blow out, clean or lubricate switches and buttons.
- Examine, clean with the proper solution, and repair as necessary all commutator brush holders of all small control motor stand regulators.
- Thoroughly examine and clean starter and control panels.
- Check, clean, and adjust the operation of slow-down and limit switches. Examine all moving parts of the governor and safety for free operations. Clean and adjust the governor and safety for proper operation.
- Examine and clean all buffers as well as oil and paint if needed. Perform “hand test” of plunger return.
- Blow out and vacuum controller motors and M.G. sets.
- Check machine gear teeth and gear oil. Check and replace all worn seals and worn gear teeth. Refill with fresh oil as needed. Repair all oil leaks.
- Check and clean machine brake. Disassemble and replace worn components. Reassemble and readjust as required.
- Clean and lubricate hatch door hanger tracks and door arms.

- Examine car and counterweight wire hoist ropes and governor ropes for wear and condition. Re-rope if necessary and/or required by the NC Department of Labor and/or as required by the manufacturer.
- Clean rails, hatch walls, cap top, pit, overhead sheaves, and beams. Check bracket bolts for tightness.
- Verify that car lights and alarm system operate when on emergency power and/or emergency power battery pack as per AMSE A17.1, Rule 211.
- Repair or replace light fixtures, lamps, and audible devices as needed.
- Clean, maintain, and organize mechanical rooms to ensure all loose items, oil, and grease are placed above the floor to avoid safety issues. All elevator equipment and equipment storage must meet OSHA standards.
- Provide a detailed report stating the results of the oil sampling analysis. This report must be submitted with all inspection reports to the contract manager or designee.
- The Contractor is responsible for ensuring all communication devices and communication repairs are in compliance for emergency response as required by all applicable codes.

The list above is not exhaustive. The City relies on the successful contractor to delineate and include any items which may have been omitted.

Exceptions

The scope of this contract excludes the following elevator equipment items unless their condition is compromised due to the contractor's negligence.

- Underground and/or buried piping and jack casing.
- Smoke and fire sensors with related control equipment not specifically part of the elevator controls.
- Refinishing and/or replacement of car enclosure, car floor tiles, mainline power switches, mainline breakers, and mainline feeders to the controller.

4.4 Additional Requirements

Check-In / Check-Out

Upon arrival of the Contractor's personnel on site, a clearly printed log-in time, and a clearly printed log-out time shall be entered on the logbook located at the Security Desk or the elevator/machine room once repairs are completed. All contractor representatives shall be clearly identifiable with company logo and photo ID. Technician(s) will check in and describe the purpose of the visit with the departmental liaison. Additionally, the technician(s) will check out with the contract manager to describe the action taken, including the need for follow-up visits, if any. Technicians shall not be pulled from one site to another if multiple service requests are received at the same time. Separate technicians must be able to be deployed for multiple service requests occurring simultaneously. The contractor agrees the City will enforce a deduction from the monthly invoice if separate technicians are not deployed for multiple service requests occurring simultaneously.

Reports

The Contractor will provide a detailed report of all work done on the City's elevators, escalators, and lifts. Reports will be completed, managed, and provided to the Contract Manager for each maintenance service and service call, as well as quarterly, monthly and/or annual maintenance summaries as required by the City. It shall not be the responsibility of the City to pull data from a vendor's website or from vendor technician reports. Proposers are to submit examples of reports as part of their proposal.

Reports must contain the technician(s) name, date, time, and maintenance performed. These reports can be in the form of a checklist.

Service call reports will be completed for each service call. These reports shall document the technician(s), date, time, diagnostic performed, and corrective action taken. These reports must be detailed enough to identify fault trends and repetitive failures. Service billing must be supported by a complete service call report in order to be paid.

Incomplete, vague, or ambiguous report undermine the City's efforts to track the performance of each unit and Contractor and as such, are subject to corrective action using the deduction schedule shown in table below.

Schedule of preventative maintenance and tests

Monthly maintenance schedules will be made available to the contract manager by the 15th of the month for the following month's maintenance. Annual and 5-year tests will be scheduled quarterly. Quarterly schedules will be made available 30 days in advance for all tests being conducted in the upcoming quarter. All preventative maintenance and testing will occur during the hours that the facilities are open.

A service ticket detailing each monthly maintenance activity shall be maintained showing at a minimum:

- Date and Address of service.
- Elevator Mechanic's name.
- Service performed.
- Equipment repaired, lubricated etcetera.
- Time of arrival and departure.
- The document must be signed by an authorized representative.

Any additional information required by law, code or regulations must be listed on the service ticket.

Re-branding and proprietary additions

Contractor(s) are forbidden to rebrand or otherwise apply proprietary hardware and/or software to the elevators, escalators, and/or platform lifts. Repairs will be made using the current manufacturers' specifications using universally serviceable parts and programs.

Repair parts and lubricants

Repair parts will be new, or factory reconditioned "Like New" parts. Used parts and cannibalization of parts from another unit are not authorized without written approval from the contract manager or designee.

Rust Prevention and Painting

All parts subject to rust will be painted as required to maintain a presentable appearance and proper operation to ensure parts and devices maintain adequate safety standards.

The Contractor shall keep the exterior of the machinery and any other parts of the equipment, subject to rust, properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound. The elevator machine room(s) and all storage areas will be painted with good quality deck enamel once a year three months prior to the anniversary date of this Contract.

Permits, technical data and wiring diagrams

Contractor will immediately provide to the City of Raleigh a set of reproducible wiring diagrams covering all changes, modifications, etc. which take place during any routine maintenance and emergency calls. It is the contractor's responsibility to obtain any technical data specifications or wiring diagrams that will aid in the maintenance of elevators, escalators, and platform lifts. This information shall be obtained at the Contractor's expense. The diagrams will reside on-site and shall not be removed.

Elevator shut down

Elevator shutdown will require physical barriers to prevent trips and falls as well as contractor-provided professional postings on all floors to notify patrons of the shutdown.

Escalator shut down will require physical barriers at the top and bottom to prevent trips and falls as well as contractor provided professional postings alerting pedestrians of the shutdown.

Training

Training Field Service technicians assigned to this account will participate in annual sustainment training to keep them current on the product and the NC DOL's areas of emphasis.

At no cost to the City, the Contractor will instruct Engineering Services' personnel on proper equipment operation, shut down, incident response and safety barricading.

Safety Data Sheets (SDS)

Safety Data Sheets (SDS) for all cleaners, lubricants and hydraulic fluids will be current and readily accessible in the mechanical room. Bulk storage of chemicals, lubricants and/or hydraulic fluids is not authorized on City property. Bulk storage is the storage of any cleaners, lubricants and/or hydraulic fluids in amounts that require Tier II reporting.

Natural Disasters and Vandalism

The city is financially responsible to repair damage caused by natural disaster and **major** vandalism. The contractor is responsible for providing evidential photos of vandalism, to the City, upon arrival to the scene and within the same day.

The contractor will maintain, adjust, repair, restore, and replace all the equipment of all the Units, including all components thereof, excepting only work required due to **major** vandalism (which is defined as vandalism damage that cannot be repaired or corrected by two mechanics within eight (8) hours after necessary parts are in stock for use).

For all such repairs, the Contractor will gain approval of natural disaster or vandalism status from the contract manager or designee. Once the parameters are established, the Contractor will provide a quote using the labor rates established by this RFP for the repair to be paid on a Purchase Order (PO).

Should Contractor's evidential photos not portray evidence of vandalism, the City shall not be charged for any repairs otherwise performed which would be considered regular service maintenance.

The Contractor will maintain the performance adjustments as indicated by the original manufacturer, modernized equipment specifications, and as indicated in specifications. Repairs, renewals and replacements of parts shall be equal in design, workmanship, quality, finish, fit, adjustment, operation and appearance to the original installation. Replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor and shall not be proprietary. Contractor is responsible for and will perform all semi-annual, annual, and periodic tests including all associated city, county, and state fees.

Running on arrival

Should the Contractor respond to a regular repair and maintenance call or emergency response call and arrive to find an elevator(s), escalator(s) and/or lift(s) operational or, "running on arrival," the City shall not be responsible for additional charge regardless of time of day or year. Running on arrival shall be considered incorporated into the full service repair and maintenance agreement inhere and therefore, no additional charge to the City shall be warranted.

Parts

The Contractor shall maintain an inventory of shelf items to be used in the regular repair and maintenance of the City's elevators, escalators, lifts, and dumbwaiters. On termination of this Contract, the City reserves the right to purchase all quantities of the shelf items remaining in the Contractor's inventory. Shelf items purchased and owned by the City shall remain in inventory for the City. The Contractor will provide only genuine parts supplied by the original manufacturer of the equipment for replacement or repair. Equivalent parts may be used if approved in writing by the City or if the original manufacturer no longer makes the parts. Alternates or substitutions shall be subject to the City's approval, unless otherwise specified. All items shall be subject to inspection by the City, prior to approval. If supplies of parts are becoming rare, the Contractor must make all necessary accommodations to gain access to these parts to keep the equipment running and free from downtime. There is no provision for obsolete parts in

this Contract. All necessary replacement parts to keep the elevators running efficiently and effectively is what is necessary. All parts procured by the City under the scope of the contract shall be warranted for a period of one year regardless of their use or storage at time of purchase.

Deductions

The City expects sustained quality services to eliminate unscheduled elevator, escalator and lift outages based on signed contract agreements throughout the performance period. However, the City shall not pay for unsatisfactory, incomplete, or missed services. As stewards of the taxpayers' money, the city has developed a deduction schedule to motivate quality performance below. If at the City's discretion, the Contractor is not performing satisfactorily, the City will notify the Contractor in writing of deficiencies and specify corrective action within a given time frame. If the deficient performance is not corrected, the City will notify the Contractor in writing that further quantifiable deficiencies will be deducted from the Contractor's monthly invoice at the rates in the table below.

Deduction Table

	<u>Task</u>	<u>Deduction Amount</u>	<u>Unit</u>
1	Keep rails free of line, dirt and excess lubricant,	\$50	Per unit per occurrence
2	Oil reservoir not topped off.	\$50	Per unit per occurrence
3	Preventative maintenance schedule not provided by specified dates.	\$50	Per unit per occurrence
4	Service report incomplete, vague or otherwise unactionable.	\$50	Per unit per occurrence
5	Testing schedule not provided.	\$50	Per unit per occurrence
6	Drain bucket in Pit not emptied.	\$100	Per unit per occurrence
7	Drip pan not emptied in machine room.	\$100	Per unit per occurrence
8	Elevator machine room left unsecured.	\$100	Per unit per occurrence
9	Failure to clean car top.	\$100	Per unit per occurrence
10	Failure to clean hoistway and hoistway equipment.	\$100	Per unit per occurrence
11	Failure to clean Pit and Pit equipment.	\$100	Per unit per occurrence
12	Failure to provide shelf-life inventory	\$100	Per unit per occurrence
13	Late arrival times.	\$100	Per unit per occurrence
14	Maintenance report/checklist not completed.	\$100	Per unit per occurrence
15	Misuse of security alarm system.	\$100	Per unit per occurrence
16	SDS violation – unlabeled container or no SDS sheet on hand.	\$100	Per unit per occurrence
17	Technician failed to check in or check out with facilities staff.	\$100	Per unit per occurrence
18	Monthly maintenance not conducted.	\$250	Per unit per occurrence
19	Quarterly maintenance not conducted.	\$250	Per unit per occurrence
20	Annual maintenance not conducted.	\$250	Per unit per occurrence
21	Failure to call back.	\$250	Per unit per occurrence
22	Failure to report.	\$250	Per unit per occurrence
23	Failure to uphold compliance and training.	\$250	Per unit per occurrence

Failure to perform

The contractor shall guarantee all work required during the contract period for the duration of the contract, and for a period of ninety (90) days after the termination date. Should the City of Raleigh determine during the contract period or within thirty (30) days after termination that any required work has been performed improperly or not performed at all, the contractor shall, after mailing of written notification by the City, correct said difficulty within fourteen (14) days. Failure to correct the defect in fourteen (14) days will be construed as default of the contract and the

City of Raleigh, at its discretion, may contact at the expense of the Contractor, another Contractor to satisfy the contract requirements. All requirements written during the contract period by the N.C. Department of Labor, Elevator Division, that are the responsibility of the elevator contractor, shall be completed on or before the date of the report issued by the N.C. Department of Labor, or expiration of the contract period, whichever is less. A copy of all violations will be sent to the contract manager or designee and written documentation shall be provided after violations have been resolved.

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 1 SERVICE COST YEAR 1

State ID	Dept.	Engineering Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
29794	Eng. Svc	Central Communications Center Car #1	2320 Westinghouse Rd.			
29795	Eng. Svc	Central Communications Center Car #2	2320 Westinghouse Rd.			
29796	Eng. Svc	Central Communications Center Car #3	2320 Westinghouse Rd.			
A571	Eng. Svc	Central Communications Center Freight	2320 Westinghouse Rd.			
5488	Eng. Svc	Dillon	310 W. Martin St.			
10484	Eng. Svc	Municipal BLDG #1	222 W. Hargett St.			
10485	Eng. Svc	Municipal BLDG #2	222 W. Hargett St.			
10486	Eng. Svc	Municipal BLDG #3	222 W. Hargett St.			
10487	Eng. Svc	Municipal BLDG Freight	222 W. Hargett St.			
11834	Eng. Svc	One Exchange Plaza #1	219 Fayetteville St.			
11835	Eng. Svc	One Exchange Plaza #2	219 Fayetteville St.			
11836	Eng. Svc	One Exchange Plaza #3	219 Fayetteville St.			
11837	Eng. Svc	One Exchange Plaza #4	219 Fayetteville St.			
11838	Eng. Svc	One Exchange Plaza Freight	219 Fayetteville St.			
24939	Eng. Svc	One Exchange Plaza Dumbwaiter	219 Fayetteville St.			
18049	Eng. Svc	Police HQ	6716 Six Folks Rd			
18954	Eng. Svc	Raleigh Pathways	900 S. Wilmington St.			
	Eng. Svc	Vehicle Fleet Services Freight	2550 Raleigh Blvd.			
33764	Eng. Svc	Law Enforcement Training Center	2320 Law Enforcement Dr.			
33262	Fire	Fire Station #6	2601 Fairview Rd.			
34960	Fire	Fire Station #22	10050 Durant Rd.			
31839	Eng. Svc	Raleigh Union Station #1	510 W. Martin St.			
35745	Eng. Svc	Raleigh Union Station Escalator	510 W. Martin St.			
31840	Eng. Svc	Raleigh Union Station #3	510 W. Martin St.			
31841	Eng. Svc	Raleigh Union Station #5	510 W. Martin St.			
			Totals			

APPENDIX 1 SERVICE COST YEAR 1

State ID	Dept.	Transportation Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14830	Transportation	Cabarrus St. Deck	436 S. Salisbury St.			
18967	Transportation	City Center Deck	429 S. Wilmington St.			
30693	Transportation	GoRaleigh	214 Blount St.			
11944	Transportation	Moore Square Deck	233 S. Wilmington St.			
20705	Transportation	Performing Arts Deck #1	128 W. South St.			
20324	Transportation	Performing Arts Deck #2	128 W. South St.			
20325	Transportation	Performing Arts Deck #3	128 W. South St.			
25527	Transportation	Convention Center Deck	500 Fayetteville St.			
14720	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14719	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14718	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
Totals						

APPENDIX 1 SERVICE COST YEAR 1

State ID	Dept.	PRCR Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14594	PRCR	Pullen Aquatic Center #1	410 Ashe Ave.			
14595	PRCR	Pullen Aquatic Center #2	410 Ashe Ave.			
29953	PRCR	Abbotts Creek Community Center	9950 Durant Rd.			
H2611	PRCR	Annie Louise Wilkerson Lift	5229 Awls Haven Dr.			
24030	PRCR	Barwell Rd Community Center	3935 Barwell Rd.			
28352	PRCR	Five Points Center for Active Adults	2000 Nobel Rd.			
17090	PRCR	Lake Lynn	7921 Ray Rd.			
34024	PRCR	Pullen Community Center	105 Ashe Ave.			
33946	PRCR	John Chavis Memorial Park	505 Martin Luther King Jr. Blvd.			
19772	PRCR	Child Care Center (Dix)	820 S. Boylan Ave.			
17089	PRCR	Laurel Hills	3808 Edwards Mill Rd.			
H1103	PRCR	Millbrook Exec Tennis Center Lift	1945 Spring Forest Rd.			
Totals						

APPENDIX 1 SERVICE COST YEAR 2

State ID	Dept.	Engineering Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
29794	Eng. Svc	Central Communications Center Car #1	2320 Westinghouse Rd			
29795	Eng. Svc	Central Communications Center Car #2	2320 Westinghouse Rd			
29796	Eng. Svc	Central Communications Center Car #3	2320 Westinghouse Rd			
A571	Eng. Svc	Central Communications Center Freight	2320 Westinghouse Rd			
5488	Eng. Svc	Dillon	310 W. Martin St.			
10484	Eng. Svc	Municipal BLDG #1	222 W. Hargett St.			
10485	Eng. Svc	Municipal BLDG #2	222 W. Hargett St.			
10486	Eng. Svc	Municipal BLDG #3	222 W. Hargett St.			
10487	Eng. Svc	Municipal BLDG Freight	222 W. Hargett St.			
11834	Eng. Svc	One Exchange Plaza #1	219 Fayetteville St.			
11835	Eng. Svc	One Exchange Plaza #2	219 Fayetteville St.			
11836	Eng. Svc	One Exchange Plaza #3	219 Fayetteville St.			
11837	Eng. Svc	One Exchange Plaza #4	219 Fayetteville St.			
11838	Eng. Svc	One Exchange Plaza Freight	219 Fayetteville St.			
24939	Eng. Svc	One Exchange Plaza Dumbwaiter	219 Fayetteville St.			
18049	Eng. Svc	Police HQ	6716 Six Folks Rd			
18954	Eng. Svc	Raleigh Pathways	900 S. Wilmington St.			
	Eng. Svc	Vehicle Fleet Services Freight	2550 Raleigh Blvd			
33764	Eng. Svc	Law Enforcement Training Center	2320 Law Enforcement Dr			
33262	Fire	Fire Station #6	2601 Fairview Road			
34960	Fire	Fire Station #22	10050 Durant Rd.			
31839	Eng. Svc	Raleigh Union Station #1	510 W. Martin St.			
35745	Eng. Svc	Raleigh Union Station Escalator	510 W. Martin St.			
31840	Eng. Svc	Raleigh Union Station #3	510 W. Martin St.			
31841	Eng. Svc	Raleigh Union Station #5	510 W. Martin St.			
			Totals			

APPENDIX 1 SERVICE COST YEAR 2

State ID	Dept.	Transportation Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14830	Transportation	Cabarrus St. Deck	436 S. Salisbury St.			
18967	Transportation	City Center Deck	429 S. Wilmington St.			
30693	Transportation	GoRaleigh	214 Blount St.			
11944	Transportation	Moore Square Deck	233 S. Wilmington St.			
20705	Transportation	Performing Arts Deck #1	128 W. South St.			
20324	Transportation	Performing Arts Deck #2	128 W. South St.			
20325	Transportation	Performing Arts Deck #3	128 W. South St.			
25527	Transportation	Convention Center Deck	500 Fayetteville St.			
14720	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14719	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14718	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
Totals						

APPENDIX 1 SERVICE COST YEAR 2

State ID	Dept.	PRCR Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14594	PRCR	Pullen Aquatic Center #1	410 Ashe Ave.			
14595	PRCR	Pullen Aquatic Center #2	410 Ashe Ave.			
29953	PRCR	Abbotts Creek Community Center	9950 Durant Rd.			
H2611	PRCR	Annie Louise Wilkerson Lift	5229 Awls Haven Dr.			
24030	PRCR	Barwell Rd Community Center	3935 Barwell Rd.			
28352	PRCR	Five Points Center for Active Adults	2000 Nobel Rd.			
17090	PRCR	Lake Lynn	7921 Ray Rd.			
34024	PRCR	Pullen Community Center	105 Ashe Ave.			
33946	PRCR	John Chavis Memorial Park	505 Martin Luther King Jr. Blvd.			
19772	PRCR	Child Care Center (Dix)	820 S. Boylan Ave.			
17089	PRCR	Laurel Hills	3808 Edwards Mill Rd.			
H1103	PRCR	Millbrook Exec Tennis Center Lift	1945 Spring Forest Rd.			
Totals						

APPENDIX 1 SERVICE COST YEAR 3

State ID	Dept.	Engineering Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
29794	Eng. Svc	Central Communications Center Car #1	2320 Westinghouse Rd			
29795	Eng. Svc	Central Communications Center Car #2	2320 Westinghouse Rd			
29796	Eng. Svc	Central Communications Center Car #3	2320 Westinghouse Rd			
A571	Eng. Svc	Central Communications Center Freight	2320 Westinghouse Rd			
5488	Eng. Svc	Dillon	310 W. Martin St.			
10484	Eng. Svc	Municipal BLDG #1	222 W. Hargett St.			
10485	Eng. Svc	Municipal BLDG #2	222 W. Hargett St.			
10486	Eng. Svc	Municipal BLDG #3	222 W. Hargett St.			
10487	Eng. Svc	Municipal BLDG Freight	222 W. Hargett St.			
11834	Eng. Svc	One Exchange Plaza #1	219 Fayetteville St.			
11835	Eng. Svc	One Exchange Plaza #2	219 Fayetteville St.			
11836	Eng. Svc	One Exchange Plaza #3	219 Fayetteville St.			
11837	Eng. Svc	One Exchange Plaza #4	219 Fayetteville St.			
11838	Eng. Svc	One Exchange Plaza Freight	219 Fayetteville St.			
24939	Eng. Svc	One Exchange Plaza Dumbwaiter	219 Fayetteville St.			
18049	Eng. Svc	Police HQ	6716 Six Folks Rd			
18954	Eng. Svc	Raleigh Pathways	900 S. Wilmington St.			
	Eng. Svc	Vehicle Fleet Services Freight	2550 Raleigh Blvd			
33764	Eng. Svc	Law Enforcement Training Center	2320 Law Enforcement Dr			
33262	Fire	Fire Station #6	2601 Fairview Road			
34960	Fire	Fire Station #22	10050 Durant Rd.			
31839	Eng. Svc	Raleigh Union Station #1	510 W. Martin St.			
35745	Eng. Svc	Raleigh Union Station Escalator	510 W. Martin St.			
31840	Eng. Svc	Raleigh Union Station #3	510 W. Martin St.			
31841	Eng. Svc	Raleigh Union Station #5	510 W. Martin St.			
			Totals			

APPENDIX 1 SERVICE COST YEAR 3

State ID	Dept.	Transportation Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14830	Transportation	Cabarrus St. Deck	436 S. Salisbury St.			
18967	Transportation	City Center Deck	429 S. Wilmington St.			
30693	Transportation	GoRaleigh	214 Blount St.			
11944	Transportation	Moore Square Deck	233 S. Wilmington St.			
20705	Transportation	Performing Arts Deck #1	128 W. South St.			
20324	Transportation	Performing Arts Deck #2	128 W. South St.			
20325	Transportation	Performing Arts Deck #3	128 W. South St.			
25527	Transportation	Convention Center Deck	500 Fayetteville St.			
14720	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14719	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14718	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
			Totals			

APPENDIX 1 SERVICE COST YEAR 3

State ID	Dept.	PRCR Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14594	PRCR	Pullen Aquatic Center #1	410 Ashe Ave.			
14595	PRCR	Pullen Aquatic Center #2	410 Ashe Ave.			
29953	PRCR	Abbotts Creek Community Center	9950 Durant Rd.			
H2611	PRCR	Annie Louise Wilkerson Lift	5229 Awls Haven Dr.			
24030	PRCR	Barwell Rd Community Center	3935 Barwell Rd.			
28352	PRCR	Five Points Center for Active Adults	2000 Nobel Rd.			
17090	PRCR	Lake Lynn	7921 Ray Rd.			
34024	PRCR	Pullen Community Center	105 Ashe Ave.			
33946	PRCR	John Chavis Memorial Park	505 Martin Luther King Jr. Blvd.			
19772	PRCR	Child Care Center (Dix)	820 S. Boylan Ave.			
17089	PRCR	Laurel Hills	3808 Edwards Mill Rd.			
H1103	PRCR	Millbrook Exec Tennis Center Lift	1945 Spring Forest Rd.			
			Totals			

APPENDIX 1 SERVICE COST YEAR 4

State ID	Dept.	Engineering Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
29794	Eng. Svc	Central Communications Center Car #1	2320 Westinghouse Rd			
29795	Eng. Svc	Central Communications Center Car #2	2320 Westinghouse Rd			
29796	Eng. Svc	Central Communications Center Car #3	2320 Westinghouse Rd			
A571	Eng. Svc	Central Communications Center Freight	2320 Westinghouse Rd			
5488	Eng. Svc	Dillon	310 W. Martin St.			
10484	Eng. Svc	Municipal BLDG #1	222 W. Hargett St.			
10485	Eng. Svc	Municipal BLDG #2	222 W. Hargett St.			
10486	Eng. Svc	Municipal BLDG #3	222 W. Hargett St.			
10487	Eng. Svc	Municipal BLDG Freight	222 W. Hargett St.			
11834	Eng. Svc	One Exchange Plaza #1	219 Fayetteville St.			
11835	Eng. Svc	One Exchange Plaza #2	219 Fayetteville St.			
11836	Eng. Svc	One Exchange Plaza #3	219 Fayetteville St.			
11837	Eng. Svc	One Exchange Plaza #4	219 Fayetteville St.			
11838	Eng. Svc	One Exchange Plaza Freight	219 Fayetteville St.			
24939	Eng. Svc	One Exchange Plaza Dumbwaiter	219 Fayetteville St.			
18049	Eng. Svc	Police HQ	6716 Six Folks Rd			
18954	Eng. Svc	Raleigh Pathways	900 S. Wilmington St.			
	Eng. Svc	Vehicle Fleet Services Freight	2550 Raleigh Blvd			
33764	Eng. Svc	Law Enforcement Training Center	2320 Law Enforcement Dr			
33262	Fire	Fire Station #6	2601 Fairview Road			
34960	Fire	Fire Station #22	10050 Durant Rd.			
31839	Eng. Svc	Raleigh Union Station #1	510 W. Martin St.			
35745	Eng. Svc	Raleigh Union Station Escalator	510 W. Martin St.			
31840	Eng. Svc	Raleigh Union Station #3	510 W. Martin St.			
31841	Eng. Svc	Raleigh Union Station #5	510 W. Martin St.			
			Totals			

APPENDIX 1 SERVICE COST YEAR 4

State ID	Dept.	Transportation Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14830	Transportation	Cabarrus St. Deck	436 S. Salisbury St.			
18967	Transportation	City Center Deck	429 S. Wilmington St.			
30693	Transportation	GoRaleigh	214 Blount St.			
11944	Transportation	Moore Square Deck	233 S. Wilmington St.			
20705	Transportation	Performing Arts Deck #1	128 W. South St.			
20324	Transportation	Performing Arts Deck #2	128 W. South St.			
20325	Transportation	Performing Arts Deck #3	128 W. South St.			
25527	Transportation	Convention Center Deck	500 Fayetteville St.			
14720	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14719	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14718	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
Totals						

APPENDIX 1 SERVICE COST YEAR 4

State ID	Dept.	PRCR Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14594	PRCR	Pullen Aquatic Center #1	410 Ashe Ave.			
14595	PRCR	Pullen Aquatic Center #2	410 Ashe Ave.			
29953	PRCR	Abbotts Creek Community Center	9950 Durant Rd.			
H2611	PRCR	Annie Louise Wilkerson Lift	5229 Awls Haven Dr.			
24030	PRCR	Barwell Rd Community Center	3935 Barwell Rd.			
28352	PRCR	Five Points Center for Active Adults	2000 Nobel Rd.			
17090	PRCR	Lake Lynn	7921 Ray Rd.			
34024	PRCR	Pullen Community Center	105 Ashe Ave.			
33946	PRCR	John Chavis Memorial Park	505 Martin Luther King Jr. Blvd.			
19772	PRCR	Child Care Center (Dix)	820 S. Boylan Ave.			
17089	PRCR	Laurel Hills	3808 Edwards Mill Rd.			
H1103	PRCR	Millbrook Exec Tennis Center Lift	1945 Spring Forest Rd.			
Totals						

APPENDIX 1 SERVICE COST YEAR 5

State ID	Dept.	Engineering Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
29794	Eng. Svc	Central Communications Center Car #1	2320 Westinghouse Rd			
29795	Eng. Svc	Central Communications Center Car #2	2320 Westinghouse Rd			
29796	Eng. Svc	Central Communications Center Car #3	2320 Westinghouse Rd			
A571	Eng. Svc	Central Communications Center Freight	2320 Westinghouse Rd			
5488	Eng. Svc	Dillon	310 W. Martin St.			
10484	Eng. Svc	Municipal BLDG #1	222 W. Hargett St.			
10485	Eng. Svc	Municipal BLDG #2	222 W. Hargett St.			
10486	Eng. Svc	Municipal BLDG #3	222 W. Hargett St.			
10487	Eng. Svc	Municipal BLDG Freight	222 W. Hargett St.			
11834	Eng. Svc	One Exchange Plaza #1	219 Fayetteville St.			
11835	Eng. Svc	One Exchange Plaza #2	219 Fayetteville St.			
11836	Eng. Svc	One Exchange Plaza #3	219 Fayetteville St.			
11837	Eng. Svc	One Exchange Plaza #4	219 Fayetteville St.			
11838	Eng. Svc	One Exchange Plaza Freight	219 Fayetteville St.			
24939	Eng. Svc	One Exchange Plaza Dumbwaiter	219 Fayetteville St.			
18049	Eng. Svc	Police HQ	6716 Six Folks Rd			
18954	Eng. Svc	Raleigh Pathways	900 S. Wilmington St.			
	Eng. Svc	Vehicle Fleet Services Freight	2550 Raleigh Blvd			
33764	Eng. Svc	Law Enforcement Training Center	2320 Law Enforcement Dr			
33262	Fire	Fire Station #6	2601 Fairview Road			
34960	Fire	Fire Station #22	10050 Durant Rd.			
31839	Eng. Svc	Raleigh Union Station #1	510 W. Martin St.			
35745	Eng. Svc	Raleigh Union Station Escalator	510 W. Martin St.			
31840	Eng. Svc	Raleigh Union Station #3	510 W. Martin St.			
31841	Eng. Svc	Raleigh Union Station #5	510 W. Martin St.			
			Totals			

APPENDIX 1 SERVICE COST YEAR 5

State ID	Dept.	Transportation Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14830	Transportation	Cabarrus St. Deck	436 S. Salisbury St.			
18967	Transportation	City Center Deck	429 S. Wilmington St.			
30693	Transportation	GoRaleigh	214 Blount St.			
11944	Transportation	Moore Square Deck	233 S. Wilmington St.			
20705	Transportation	Performing Arts Deck #1	128 W. South St.			
20324	Transportation	Performing Arts Deck #2	128 W. South St.			
20325	Transportation	Performing Arts Deck #3	128 W. South St.			
25527	Transportation	Convention Center Deck	500 Fayetteville St.			
14720	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14719	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
14718	Transportation	Wilmington St. Parking Deck	121 S. Wilmington St.			
Totals						

APPENDIX 1 SERVICE COST YEAR 5

State ID	Dept.	PRCR Services	Address	Monthly Service Cost	Semi-Annual Cost	Annual Cost
14594	PRCR	Pullen Aquatic Center #1	410 Ashe Ave.			
14595	PRCR	Pullen Aquatic Center #2	410 Ashe Ave.			
29953	PRCR	Abbotts Creek Community Center	9950 Durant Rd.			
H2611	PRCR	Annie Louise Wilkerson Lift	5229 Awls Haven Dr.			
24030	PRCR	Barwell Rd Community Center	3935 Barwell Rd.			
28352	PRCR	Five Points Center for Active Adults	2000 Nobel Rd.			
17090	PRCR	Lake Lynn	7921 Ray Rd.			
34024	PRCR	Pullen Community Center	105 Ashe Ave.			
33946	PRCR	John Chavis Memorial Park	505 Martin Luther King Jr. Blvd.			
19772	PRCR	Child Care Center (Dix)	820 S. Boylan Ave.			
17089	PRCR	Laurel Hills	3808 Edwards Mill Rd.			
H1103	PRCR	Millbrook Exec Tennis Center Lift	1945 Spring Forest Rd.			
Totals						

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. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
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)

Full Maintenance and Service for Elevators and Lifts #274-ESIFS-2023-Elev

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

Full Maintenance and Service for Elevators and Lifts #274-ESIFS-2023-Elev

(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, **Cleveland Dunston**, via email to Cleveland.dunston@raleighnc.gov no later than **5:00 p.m. EST, December 11, 2023** 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

(REMOVE THIS FORM AND USE THE NEXT FORM IF COST IS ESTIMATED TO BE OVER 300K)
IDENTIFICATION OF MWBE PARTICIPATION FOR INFORMAL CONTRACTS

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.*

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

*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) 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: