



**Request for Proposals # 5230-610-2023-Janitorial**

**Title: Janitorial Services – Resource Recovery Facilities**

**Issue Date:** June 15, 2023

**Due Date:** July 17, 2023, not later than 1:00 PM EST

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

**Issuing Department: *Raleigh Water***

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

Joshua Parrish

Procurement Analyst

Email: [Joshua.Parrish@raleighnc.gov](mailto:Joshua.Parrish@raleighnc.gov)

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## INTRODUCTION

### 1.1 **Purpose**

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services: Providing janitorial services at multiple buildings located at Raleigh's three (3) wastewater treatment plants. Buildings are in an industrial type of environment and a detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at: <https://www.ips.state.nc.us/IPS/>.

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

Contact Name	Email Address
<i>Joshua Parrish</i>	<i>Joshua.Parrish@raleighnc.gov</i>

Questions submitted via telephone will not be answered.

### 1.2 **Background**

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

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

The goal of this work is to provide complete Janitorial Services as defined in the scope of services that shall:

- Ensure that City buildings are presentable for visitors and the public,
- Provide and sustain a clean, safe working environment for facility staff, and
- Protect the City buildings and assets through housekeeping.

### 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	June 15, 2023
Pre-Proposal Conference (Mandatory)	June 28, 2023 at 8:00 am, see section 1.4 below
Deadline for Written Questions	July 5, 2023 at 1:00 pm
City Response to Questions (anticipated)	July 10, 2023
<b>Proposal Due Date and Time</b>	<b>July 17, 2023 by 1:00 pm EST</b>

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

All bidders are required to attend a Pre-Proposal Meeting. The Pre-Proposal meeting will be held at the Neuse River Resource Recovery Facility in the administration building training room starting promptly at 8:00 am. Immediately following the Pre-Proposal meeting, a general inspection/tour of the facilities will be conducted starting at the Neuse River Resource Recovery Facility and proceeding to each of the locations below. Attendance at the Pre-Proposal meeting and all facility tours is required. Bidders must stay for the entire duration of the meeting and tours. There will be no further tours after the site visit conclusion.

Facility Addresses for Pre-proposal Meeting and Tours:

Facility Address	Attendance Requirement
Neuse River Resource Recovery Facility 8500 Battle Bridge Road Raleigh, NC 27610	Mandatory Attendance (Pre-proposal Meeting & Tour)
Little Creek Wastewater Treatment Plant 1419 HWY 39 Zebulon N.C. 27597	Mandatory Attendance (Tour Only)
Smith Creek Wastewater Treatment Plant 8505 Ligon Mill Road Wake Forest, NC 27587	Mandatory Attendance (Tour Only)

### 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 Interactive Purchasing System (IPS). 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 the North Carolina Interactive Purchasing System (IPS) 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
Joshua Parrish	Joshua.Parrish@raleighnc.gov

Questions submitted via telephone will not be answered.

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

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

<b>DELIVERED BY US POSTAL SERVICE OR DROP-OFF</b>
City of Raleigh ATTN: Joshua Parrish, Procurement Analyst Neuse River Resource Recovery 8500 Battle Bridge Rd. Raleigh, NC 27610 RFP No. & Title 5230-610-2023-JANITORIAL

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.

### **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 five (5) number of years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address).

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

**Tab 3: Financial Information**

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

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

OR

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

OR

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

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

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

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

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

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

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

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

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

#### **Tab 6: Cost**

In a separate sealed envelope provide a minimum of three (3) complete copies of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

## 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, Approach and Schedule	20		
Project References	20		
Proposed Cost	25		
<b>Final Score</b>			

### 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:

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

A

A—the lowest Proposer’s cost.

B—the Proposer’s cost being scored.

C—the maximum number of cost points available.

D—Proposer’s cost score (points).

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

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

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/Demonstration*. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer’s solution meets the critical components of the RFP.

### **3.3 Final Selection**

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

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

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

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

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

### **3.5 Contract Term**

The Contract shall have an initial term of two (2) years, beginning on the date of the Contract award (the “Effective Date”) approximately mid-August 2023. At the end of the Contract’s current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. The City will give the Contractor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

## **4 SCOPE OF SERVICES**

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

The Scope of Services for Janitorial Services is inclusive of all offices, hallways, foyers, stairways, closets, meeting rooms, training rooms, conference rooms, lounges, copy rooms, control rooms, including all finished space that has painted walls or tile, carpet or other finished floor. This includes foyers, entrances, exits, and stairwells. All lunchrooms, kitchens, counter areas and meeting areas where food is prepared, served and/or consumed. All rest rooms, locker rooms and shower facilities shall be serviced. Other reasonable janitorial duties at the discretion of the Project Manager may be assigned.

The bidder shall provide all competent staffing, implements and equipment necessary to meet the intent of this Scope of Services. This includes, but not limited to, vacuum cleaners, floor scrubbers, shampooers, steamers, brushes, power cords, pressure washers, cleaning carts, mops, mop buckets and wringers, rags, etc. and there associated consumable items such as vacuum cleaner bags, filters, scrubber pads, shampoo, mop heads, microfiber cloths and duster pads, etc. required for your implements and equipment to do its intended job. Janitorial closets shall be designated at each facility for Contractor storage of daily used implements and equipment. The City shall not be liable or responsible in any way for the loss of equipment stored in any City Facility.

The City shall provide and stock these limited products for use in this scope of services:

- Toilet tissue
- Paper towels
- Trash can liners
- Hand soap
- Hand sanitizer
- Floor cleaner
- Multi-Surface disinfectant / cleaner / sanitizer
- Window cleaner
- Toilet bowl cleaner

These products supplied by the City could be concentrated or prediluted in the form of liquid, powder, aerosol, etc. and subject to change at any time. These supplies will be stocked in each locations janitor's closet and will be the responsibility of the contractor to replenish all dispensers as necessary before running out. Any other products required to complete this scope of services and not supplied by the City shall be furnished at the cost of the contractor.

### **4.1 Facilities and Buildings Served**

The Scope of Services encompasses buildings situated at several City wastewater treatment facilities. The Contractor shall provide Janitorial Services to the following buildings at the designated locations. The number of locations is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of services. All square footage is approximant.

1. Neuse River Resource Recovery Facility - 8500 Battle Bridge Road, Raleigh

#### NC 27610

- a. Administration Building - 9,509 square feet
- b. Laboratory/Offices – 15,120square feet
- c. Land Management - 1,860 square feet
- d. Warehouse - 3,572 square feet
- e. Maintenance Shop - 2,270 square feet
- f. Filter/Operations Building - 1,763 square feet

#### 2. Little Creek Wastewater Treatment Plant - 1419 Hwy 39, Zebulon NC 27597

- a. Operations Building – 2,656 square feet
- b. Maintenance Building – 341 square feet

#### 3. Smith Creek Wastewater Treatment Plant - 8505 Ligon Mill Road, Wake Forest NC 27587

- a. Operations Building - 1,245 square feet
- b. Maintenance Building – 489 square feet

Primary Point of Contact for each Facility are as follows:

Facility	Primary Point of Contact
Neuse River Resource Recovery Facility	Joshua Parrish, Inventory & Warehouse Supervisor (919) 996-3691 Joshua.Parrish@raleighnc.gov
Little Creek Wastewater Treatment Plant	Kelvin Brown, Plant Operations Supervisor (919) 996-2417 Kelvin.Brown@raleighnc.gov
Smith Creek Wastewater Treatment Plant	Mike Loveless, Plant Operations Supervisor (919) 996-6611 Michael.Loveless@raleighnc.gov

#### 4.2 Working Hours

The City normal daytime working hours are between 7:00 AM and 4:30 PM. The Neuse River Resource Recovery Facility is manned 24 hours per day.

The City uses security access cards and keys to access its facilities. The Contractor's staff shall be assigned access cards and appropriate keys. Access cards and keys will only be used by the assigned staff. Keys and Cards shall be surrendered by the Contractor if the Contractor's staff discontinues employment or work on the project. Any use of Access Cards or Keys by someone other than assigned person, or during an incorrect time will be viewed as Contractor non-performance.

All work shall be performed between the hours of 5:00 PM and 10:00 PM; five days a week, Monday through Friday, no weekends.

The City recognizes 13 holidays as determined by the City Council. The following are designated 2021 City holidays and excluded from the work schedule:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- 2 Days for Thanksgiving
- 3 Days for Christmas

#### **4.3 Standards of Service**

The contractor must provide janitorial services as thoroughly and frequently as specified below. The contractor must supply the required staff to meet the standard of care for all facilities at the required frequency as defined in the scope of services and during the given times. Failure to meet the level of cleanliness standards shall lead to formal complaints and possible cancellation of the contract.

The level of cleanliness must meet the minimum acceptable standard of care as indicated below:

1. Clean, Dust or Damp Wipe: All surfaces free of dust, dirt, wax build up, smudges, marks, spots, stains, or film. Thoroughly clean and dust the complete surface from corner to corner and include edges, sides, top, bottom of the surfaces, molding, crevices, ledges, and any hardware attached. Free from spots, smudges, stains, watermarks, and rings. No dust streaks. Damp wiping must be dried to provide a uniform appearance.
2. There shall be no trash or foreign matter under floor mats, desks, tables, chairs, or receptacles. Markings, scuffs, and other matter is to be removed by spot cleaning.
3. Sweeping, Scrubbing, and mopping: All floors and stairs shall be properly prepared, thoroughly swept and/or mopped, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Clean and free of dirt and debris, no water streaks, no mop marks, no dirt, tar, or other substances on the floor surface. Scrubbing shall be performed by machine or hand. Properly rinse and dry mop to present an overall clean and nonstick surface. Special attention shall be given to floors in restrooms near urinals and commodes for elimination of odors and stains. Appearance shall be uniformly clean. The floors shall be buffed to a uniform luster. Clean residue from walls, stalls, kick plates, edges, and baseboards. No dirt shall be left behind on landings, stair treads, or carpet and flooring adjacent to the area being swept and/or mopped.
4. Vacuum: Thoroughly clean dust and dirt from carpet and fabric partitions, from corner to corner, under the desks, chairs, trash bins, mats, signs, tables and behind doors.

5. Metal Polishing: Metal polishing may be performed by damp-wiping and drying with a suitable cloth, free of smudges, scuffs, marks, streaks, and film, then buffed for a uniform polished appearance. However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendations and industry standards.
6. Sinks, Urinals and Toilets: Sinks, bathroom stall walls, toilets, urinals, and fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any buildup of matter and free of odor.
7. Window Washing and Glass Cleaning: All glass shall be clean and free of dirt, grime, streaks, tape, sticky substance, cobwebs, smudges, and prints. Glass shall not be cloudy. Surrounding walls, woodwork and trim shall be thoroughly wiped free of drippings and other watermarks.
8. Spot Cleaning: All walls, floors, carpet, furniture, fabric, and metal partitions are to be free of marks, stains, spots, spills, smudges, gum, tar, and other foreign matter. Cleaned area must blend into surrounding area.
9. Floor Finish: Floors shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, old finish build up, gum tar and other foreign matter. No build up in corners or along edges and baseboards. All edges and baseboards must be clean of any dirt or finish residue. No streaks, no film or powder residue on floor surface. Floors should have a uniform shine and buffed as needed.
10. Cleaning Blinds: All blinds, cords, and ropes are to be free of all dirt and debris.
11. Computer and other electronic/electric office equipment: Must be dusted with a feather duster only. The contractor must NOT clean PC's, computer equipment with cloth, paper towels or liquid sprays, oils, water etc. of any kind.

### **All locations - Services Performed Daily**

The contractor is to complete the following tasks with craftsmanship and pride to deliver a clean, safe environment. The list below is intended to be a general list of daily cleaning expectations. At all times, care must be taken to prevent damaging the building and its doors, walls, and furniture. Report any stains, smudges or damage that cannot be removed through normal cleaning, so it can be repaired. The awarded contractor will be considered a professional janitorial service. Any damage to the facility from the Contractor or Contractor's employees will be considered negligent and the Contractor will be held liable for all negligence.

1. Empty all trash cans and wastebaskets (interior and exterior) including those at building entrances and smoking areas and replace with a fresh liner when needed. The Contractor shall use the City supplied trash bags in waste baskets and trash receptacles and to gather and transport collected trash to the dumpster. The Contractor shall also remove all liter, cans, papers, and other containers marked TRASH and dispose of properly. Recyclables shall be source separated, not



commingled with other solid waste, and disposed of in the on-site receptacles as instructed by the City. Contractor must empty recycling container(s) in the proper storage bin(s). Cardboard boxes are to be flattened and placed in designated containers. Trash cans shall be washed when they become dirty or smell then returned to their proper locations.

2. Trash on facility grounds within a 50 ft radius of all entrances shall be picked up.
3. Dust/Clean all furniture and horizontal surfaces including, but not limited to desks, chairs, tables, counters, bookcases, bookshelves, and file cabinets. Care must be used around electronic equipment and electronic equipment must not be moved or tampered with.
4. Sweep and damp mop with appropriate floor cleanser all uncarpeted floors, anti-static floors, and floor mats, including elevators, halls, meeting rooms, stairs, offices, and entrance areas. All floors and stairwells must be kept clean and dirt free. Spot, stains, and marks shall be removed immediately by spray buffing or re-waxing if necessary.
5. Vacuum all carpeted floors, entrance mats and elevator door tracks. Loose paper, pins, clips, and other trash which the vacuum cannot clear is to be removed manually. Carpeted floors shall be completely and thoroughly vacuumed from wall to wall.
6. Clean spills and spots found on carpets and cubicle partitions using supplied spot removal cleaner.
7. All glass surfaces and store front style entrance and exits shall be cleaned inside and out. Glass shall be cleaned such that to where all film smudges and streaks are removed.
8. Interior and exterior doors, door handles, push/pull plates, light switches, handrails, and frames shall be wiped with a disinfectant cleaner. Particular attention must be paid to any surface touched to interrupt the spread of germs and eliminate build-up, if necessary, polished with stainless steel polish.
9. Water fountains shall be cleaned with anti-bacterial germicidal cleaner and, if necessary, polished with stainless steel polish.
10. Clean, sanitize and restock all crew sinks with soap and paper products supplied by the City.
11. Restrooms shall be disinfected to interrupt the spread of germs and disease.

Tasks shall include:

- a. Wash, wipe, disinfect, and deodorize all surfaces of toilets, seats, urinals, traps, and drains with an approved chemical. Surfaces are to be free of waste, dirt, grime, and stains.
- b. Clean and sanitize all sinks and fixtures until they are free of dirt, grime, and stains.
- c. Wash and sanitize all stall walls and partitions to remove splashes and to keep them clean.
- d. All restroom door handles, doors, counter surfaces, push and kick plates shall be cleaned and disinfected daily.
- e. Clean and sanitize all floors including vestibules. Wet mop floors with disinfectant cleaner and deodorizer or scrub if necessary.
- f. Clean the wall(s) below hand dryers and soap dispensers.
- g. Dust all ledges and grills, ledges and grills shall be kept dust-free, dirt free and clean.

- h. Shower walls, floors, and fixtures shall be cleaned, disinfected and free of soap scum, dirt, grime, and stains.
  - i. Replenish all restroom consumable supplies with the proper approved product(s) for the dispensers provided so that the supplies last a whole day. Do not over-stock restrooms with loose towels or toilet paper rolls.
  - j. Empty sanitary napkin disposal containers and restock each with three disposable liner bags per disposal container.
  - k. Clean glass surfaces and mirrors.
  - l. Wipe and dust the tops and faces of lockers.
12. Kitchen, Break Room, and Meeting Rooms (where applicable):
- a. Complete items 1-11
  - b. Clean and disinfect tables, chairs, countertops, refrigerator(s), vending machine(s), stove top(s) and microwaves (inside and out).
  - c. Replenish all consumable items.

### **All Locations – Services Performed Weekly**

- 1. Clean Baseboards.
- 2. Clean and shine all chrome, stainless steel and other unpainted metal fixtures using metal polish where applicable.
- 3. Clean all pipes connecting restroom fixtures (i.e. Urinal & Toilet flush valves).
- 4. Dust all windowsills, ledges, picture frames, interior signs, and other wall hangings.
- 5. Use furniture polish on all wood surfaces.
- 6. Vacuum and clean furniture upholstery, and cushions.
- 7. Remove spider webs, from interior, and exterior areas and surfaces, as needed.
- 8. Surfaces higher than 6 foot shall be dusted weekly.
- 9. Empty cigarette ash cans
- 10. Clean the exterior, hopper door and dispenser (if so equipped) of ice machines

### **All Locations – Services Performed Monthly**

- 1. Dust all walls.
- 2. Machine scrub all hard tile floors and concrete slab floors in restrooms and locker rooms.
- 3. Dust HVAC vents, fans, and returns. Carefully avoid damage to ceiling tiles. Vacuum all surrounding dirty ceiling tiles with brush attachments.
- 4. Dust window blinds and shades
- 5. Spray buff uncarpeted floors in traffic areas as required or directed. (Floors must maintain a high glossy shine)
- 6. Clean all windows and glass walls both inside and out on all ground floor glass on the buildings serviced.

## **All Locations - Services Performed Semi-annually**

1. Shampoo carpets and strip and re-wax floors. Floors shall be finished with commercial grade high gloss wax. Wax shall be durable to withstand normal foot traffic for that site and allow the ability to buff through the normal schedule for up to six (6) months. The contractor should maintain a semiannual schedule for shampooing and waxing and publish a schedule of work two weeks in advance, indicating which areas are being worked. The contractor is responsible to supply all equipment, tools, and supplies necessary to shampoo carpets and strip and re-wax floors.

## **4.4 Contractor Responsibilities**

1. The Contractor is solely responsible for the provision of all personnel, supervisors, labor, equipment, material, and supplies (not furnished by the City) necessary to complete the required work.
2. Contractor shall always have at least one person present who can speak, read, and write English fluently while services are being performed.
3. There shall not be any minors, to including family members of the contractor or his employees on the project site during contract work hours and such individuals are prohibited from performing any work under this contract.
4. Contractor shall ensure all outside doors are always kept locked except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. The Contractor must be sure all doors and windows are closed and are locked when leaving the building. Contractor shall turn off all lights at the end of each work period.
5. The Contractor will have direct responsibility for the completion and quality of janitorial services. Only employees of the Contractor are permitted to execute the work. Work cannot be subcontracted without prior written consent of the City.
6. If property is damage resulting from contractor's negligence and has to be repaired and/or replaced by the City; the expense for such work will be deducted from the monies due the contractor.
7. The Contractor shall be an independent contractor in every respect and not an agent of the City. The Contractor shall be the sole employer of all personnel engaged in the performance of this contract and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the work as well as for any claims made by or on behalf of the Contractor's agents and employees arising out of their employment or work pertaining to the performance of this Contract.
8. The so awarded Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny

without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation by the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties

9. The Contractor shall at all times comply with the City and Public Utility's Safety Programs and Policies, including ensuring proper labeling of all containers of potentially hazardous materials, and furnishing Safety Data Sheets (SDS) for chemicals.
10. The Neuse River Wastewater Treatment Plant is certified to the National Biosolids Partnership and ISO 14001:2004 Environmental Management Systems standards.
  - The National Biosolids Partnership (NBP) advances environmentally sound biosolids management practices. The program is operated by the Water Environment Federation (WEF), in collaboration with the National Association of Clean Water Agencies (NACWA) and local and regional biosolids management organizations across the U.S. and Canada with support from the U.S. Environmental Protection Agency (EPA). The NBP serves as the information clearinghouse on effective biosolids practices and offers an EMS-based certification program that requires participating organizations to go beyond regulatory requirements.
  - The International Organization for Standardization (ISO) is an international standard-setting body composed of representatives from various national organizations throughout the world, such as ANSI in the United States. The ISO 14000 Environmental Management System standards exist to help organizations minimize how their operations can negatively affect the environment while continually improving in all areas.

As part of this RFP, the City has included a copy of the Resource Recovery Division's Environmental Policy Statement as part of maintaining NBP best management practices and the ISO 14001:2004 certification, the Contractor shall sign an awareness form (**see Appendix VII – Environmental Management System**) and return with their proposal. The successful contractor, subcontractors, and suppliers shall take measures as needed to prevent pollution and conform to the NBP Code of Good Practice and ISO 14001:2004 standard.

#### **4.5 Contractor Personnel**

1. The Contractor shall designate a Project Manager responsible for the quality of all work, execution of all work, coordination of staffing requirements, and coordination with the City's Project Manager.
2. The Contractor shall designate at least one Supervisor to supervise the work for all three facilities. The Supervisor may be a working supervisor or person in responsible charge of the cleaning services. The Supervisor shall be present at the NRRRF during the cleaning activities.

3. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects the Contractor's staff, the Contractor must provide replacement staff satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.
4. The awarded bidder will be responsible, at the cost of their company, to provide a background check and drug test on each employee working under this contract. The contractor or any principal, officer or employee of the Contractor who has been convicted of any felony or any crime involving moral turpitude within the previous 10 years is prohibited from working on the premises. The Contractor or any principal, officer or employee of the Contractor who has been charged with a felony or any crime involving moral turpitude is prohibited from working on City of Raleigh premises until such time as the charges are dismissed. The City of Raleigh may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of its business. Prior to commencing any Work under this contract, the City of Raleigh requires that the Contractor and any principals, officers or employees who will work on City premises undergo a security check. The Contractor shall ensure this requirement is met and pay for all costs associated with obtaining the check. Staff undergoing security checks cannot work on the project until the checks are fully completed and the City agrees to let employee work on the premises. Violation of the above may result in the termination of the Contractor's services.

#### **4.6 Contract Performance**

1. Quality Control: The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all work and any complaints and their resolution. The records so created shall be open to inspection by the City.
2. Audit of Work: The City shall audit and/or inspect records, logs, execution of work and its quality on an as needed basis. As required, the City may communicate its audits and inspections verbally and in writing. Repetitive findings of non-compliance with the requirements of the Scope of Services as defined herein may indicate systemic issues with project management and/or supervision and may be interpreted as unsatisfactory performance.
3. Unsatisfactory Performance: All work shall be supervised by the Contractor's Supervisor who will co-ordinate efforts with the City. The City shall monitor the services provided and if found to be unsatisfactory shall notify the Contractor in writing; work to address the unsatisfactory performance shall be performed at no additional cost to the City. Contractor will not be compensated until the work is completed, inspected by the City and deemed satisfactorily meeting the requirements of the Scope of Services. The uncompleted work must be completed by the Contractor within 12 hours of complaint notification; if unsatisfactorily

completed, the City may either hire another janitorial firm or assign City personnel to correct the deficiency and deduct that cost from the next payment due under the contract.

4. Formal Complaints: When a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure, the City may terminate the contract upon 30 days' notice to the contractor with an opportunity to respond.
5. For purposes of this contract, repeated use of the complaint procedure will be defined as three (3) findings against the contractor by the City within a 12-month period. The three (3) formal complaints may involve one or more of the locations covered under this contract.

#### **4.7 City Responsibilities**

The City shall:

1. Provide the Contractor with card access cards and keys for access to building and facilities for approved staff. All cards and keys will be accounted for by the Contractor at all times and returned to the City as so directed.
2. Provide the limited products as noted in the above scope of services.
3. Provide guidance in compliance with City and Facility specific Safety Policies and Procedures.
4. Provide a janitorial closet or location for the storage of Contractor supplies and implements.
5. Provide inspections of work and advise the Contractor of compliance with standards of quality as set forth herein.

## **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 the below not to exceed cost:

<b>Appendix I - CONTRACTOR'S PRICE PROPOSAL</b>					
<b>Resource Recovery Division</b>					
<b>Item No.</b>	<b>Item Description</b>	<b># Staff Required</b>	<b>Total Hours/Day</b>	<b>Total Cost /Day</b>	<b>Cost, \$/month</b>
1	Neuse River Resource Recovery Facility			\$	\$
2	Smith Creek Wastewater Treatment Plant			\$	\$
3	Little Creek Wastewater Treatment Plant			\$	\$
<b>TOTAL Monthly Cost</b>					\$
<b>TOTAL Annual Not To Exceed Cost</b>					\$

By signing below, the Contractor hereby agrees to provide the requested services as defined in this RFP and any attachments and addendums thereto at the Contract Price as detailed in this form.

Contractor Company

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

Authorized

Representative's

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

Authorized

Representative's

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

Date: \_\_\_\_\_

Authorized

Signature: \_\_\_\_\_

## APPENDIX II PROPOSER QUESTIONNAIRE

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

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



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

**RFP # 5230-610-2023-JANITORIAL**

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**  
**RFP # 5230-610-2023-JANITORIAL**

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**(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, **Joshua Parrish**, via email to [Joshua.Parrish@raleighnc.gov](mailto:Joshua.Parrish@raleighnc.gov) no later than **1:00 p.m. EST, July 17, 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**

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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:

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

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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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:

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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:

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

Comments:

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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:

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

Comments:

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

Comments:

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

Comments:

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# APPENDIX IV

## MWBE PARTICIPATION FORM

### IDENTIFICATION OF MWBE PARTICIPATION FOR INFORMAL CONTRACTS

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

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

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

\*MWBE Classifications:

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

☐ **WORK TO BE SELF-PERFORMED**

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

#### MWBE SUBCONTRACTORS

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

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

\*MWBE Classifications:

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

**Total Estimated MWBE Utilization\***

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

**Total Proposal Amount\***

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

**Percent Estimated MWBE Utilization\***

\_\_\_\_\_ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

## **APPENDIX V**

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

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

1. **Compensation; Time of Payment**

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

2. **Workmanship and Quality of Services**

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

3. **Non-discrimination**

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

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

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

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

5. Assignment

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

6. Applicable Law

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

7. Insurance

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

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

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

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

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

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

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

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

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

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

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

8. Indemnity

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

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

9. Intellectual Property

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

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

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

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

10. Force Majeure

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

11. Advertising

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

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

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

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:

**APPENDIX VII**  
**ENVIRONMENTAL MANAGEMENT SYSTEM**  
**ACKNOWLEDGEMENT**

The Resource Recovery Division recognizes the responsibility to protect the environment and public health focusing on products for beneficial reuse by:

- Meeting or exceeding compliance obligations
- Seeking continual improvement
- Promoting positive relations with interested parties
- Protecting the environment, including prevention of pollution

The Resource Recovery Division is ISO 14001:2004 certified and maintains an Environmental Management System (EMS). Each contractor must be aware that an EMS program is in place and thereby is expected to conduct their activities consistent with the program. The EMS manual may be found at the following hyperlink: [Raleigh Biosolids EMS](#)

By signing below, I am / we are aware of the Environmental Management System.

Company Name: \_\_\_\_\_

Representative's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_