

REQUEST FOR PROPOSALS

NUISANCE ABATEMENT SERVICES

RFP # 269-2024-086



**CITY OF CHARLOTTE
NORTH CAROLINA**

MAY 1ST, 2024

REQUEST FOR PROPOSALS
RFP # 269-2024-086
Nuisance Abatement Services

May 1st, 2024

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for **Nuisance Abatement Services**. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - <https://charlottenc.bonfirehub.com>) to accept and evaluate proposals for this RFP. Proposals must be submitted electronically through the Procurement Portal on or before the Due Date in order to be accepted.

A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **May 14th, 2024 at 10 a.m.** **No onsite meeting will be held and Service Provider(s) should not come to the City expecting to attend in person.** While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are encouraged to participate.

Click here to join – [Microsoft Teams Video Conference](#)

To join via phone only - [1 872-256-4172](tel:18722564172),,[173254907](tel:173254907) Conference ID: 173 254 907#

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **May 30th, 2024 at 12 p.m.**

The City is an equal opportunity purchaser.

Sincerely,

David Larson

Senior Procurement Agent of Technology

Checklist for submitting a Proposal:

- Step 1** **Read the document fully.**
- Step 2** Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
- Step 3** (Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
- Step 4** Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in Word format (with redlines/tracked changes)
- Step 5** Monitor the Procurement Portal for any addendums and/or responses to questions.

If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFP.

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.

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Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for the Services detailed in the Scope of Work.

1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

Acceptance: Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.

Affiliates: Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.

Biodegradable: Refers to the ability of an item to be decomposed by bacteria or other living organisms.

Charlotte Business INclusion/CBI: Refers to the Charlotte Business INclusion office of the City of Charlotte.

Charlotte Business INclusion Policy/CBI Policy: Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBEs located in the Charlotte Combined Statistical Area.

Charlotte Combined Statistical Area: Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.

City: Refers to the City of Charlotte, North Carolina.

City Project Manager: Refers to a specified City employee representing the City's best interests in this Project.

Company: During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.

Company Project Manager: Refers to a specified Company employee representing the best interests of the Company for this Project.

Contract: Refers to a written agreement executed by the City and the Company for all or part of the Services.

Deliverables: Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.

Department: Refers to a department within the City of Charlotte.

Documentation: Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or

Introduction and General Information

its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.

*Environmentally
Preferable Products:*

Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

Evaluation Committee:

Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.

*Minority-owned
Business Enterprise/
MBE:*

Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area.

Nuisance Abatement:

Effectually close a property declared to be a nuisance.

MWSBE:

Refers to SBEs, MBEs, and WBEs, collectively.

MWSBE Goal:

If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.

*Post-Consumer
Recycled Material:*

Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Project:

Refers to the City's need for a company to provide Nuisance Abatement Services for the City.

Project Plan:

Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.

Proposal:

Refers to the proposal submitted by a Company for the Services as outlined in this RFP.

Recyclability:

Refers to products or materials that can be collected, separated, or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be

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adequately qualified to avoid consumer deception about which portions or components are recyclable.

Recycled Material: Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Services: Refers to the Nuisance Abatement Services as requested in this RFP.

Small Business Enterprise/SBE: Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

Specifications and Requirements: Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

Subcontracting Goal: Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.

Trade Secrets: Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

Woman-owned Business Enterprise/WBE: Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.

Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

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If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for submitting them per Section 2.2.

1.4. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To require one or more Companies to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted
- 1.4.4. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.5. To waive any defect or irregularity in any Proposal received;
- 1.4.6. To reject any or all Proposals;
- 1.4.7. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- 1.4.8. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.9. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms;
- 1.4.10. To terminate discussions and negotiations with any Company at any time and for any reason;
- 1.4.11. To issue additional requests for information; and
- 1.4.12. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interest of the City.

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.6. Proposal Conditions.

The following terms are applicable to this RFP:

- 1.6.1. The Company's Proposal Not An Offer.
This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

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1.6.2. Right to Terminate Discussions.

The Company's participation in this process might result in the City selecting the Company to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

1.6.3. Trade Secrets and Personal Identification Information.

Definition.

Upon receipt by the City, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.

Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.6.4. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

Introduction and General Information

- 1.6.5. Reservation of Right to Change Schedule.
The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.
- 1.6.6. Reservation of Right to Amend RFP.
The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to [the Procurement Portal](#). Companies are required to acknowledge receipt of each addendum.
- 1.6.7. No Collusion or Conflict of Interest.
By responding to this RFP, the Company shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Company submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.6.8. Proposal Terms Firm and Irreversible.
The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.
- 1.6.9. Charlotte Business INclusion Program.
Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.

The CBI Policy and CBI Manual are posted online here: www.charlottebusinessinclusion.com

To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

The City intends to negotiate an M/W/SBE goal with the selected Company. The City would like the Company to submit the firms it intends to utilize to meet this goal. Therefore, the Company is required to submit Form 3 attached herein. Failure to submit this form with the Proposal shall render the Proposal non-responsive.

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City certified MWSBE firms can be found in the City's InclusionCLT system:

<https://charlotte.diversitycompliance.com/>

- 1.6.10. Subcontracting.

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors. Additionally, the City must be named as a third-party beneficiary in all subcontracts.
- 1.6.11. Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.12. Title VI Solicitation Notice: Unless otherwise stated herein, this section is only applicable to purchases made by or on behalf of the Aviation Department. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- 1.6.13. Use of City's Name.

No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.14. Withdrawal for Modification of Proposals.

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.
- 1.6.15. No Bribery.

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.6.16. Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including in the Sample Contract. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

Introduction and General Information

Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted. The City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in the Sample Services Contract. The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

1.6.17. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6.18. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Company's own risk.

1.6.19. Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Reduced Packaging	Biodegradability
Compostability	Durability
Reduced toxicity	Take-back options
Energy Efficiency	Water efficiency
Life Cycle Management	Pollution Prevention
Low volatile organic compounds	End-of-life management

Companies able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal using the provided Questionnaire in the Procurement Portal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

1.6.20. Disclaimer

Each Company must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

Section 2

Procurement Process

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
May 1, 2024	<i>Issuance of RFP.</i> The City issues this RFP.
May 8, 2024	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.2 by 12:00 p.m.
May 14, 2024	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 10:00 a.m.
May 20, 2024	<i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 12:00 p.m.
May 30, 2024	<i>Proposal Submission.</i> Proposals are due by 12:00 p.m. via the Procurement Portal.
May 31 – July 5, 2024	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities including conducting onsite visits of Company facilities.
August 26, 2024	<i>Contract Award by Council.</i>
September 9, 2024	<i>Services Commence.</i> Company begins providing the Services.

2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question through the **Vendor Discussion** section on the Procurement Portal; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal due date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **12:00 p.m. on May 8, 2024.**

After the Pre-Proposal Conference, questions must be submitted in the Procurement Portal by the deadline stated in Section 2.1.

When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Procurement Portal.

2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **May 14, 2024 at 10:00 a.m.** Meeting information is provided below:

Click here to join – [Microsoft Teams Video Conference](#)

To join via phone only - 1 872-256-4172,,227925705 Conference ID: 227 925 705#

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify the City in advance through the **Vendor Discussion** section of the Procurement Portal.

2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP by **May 30th, 2024 on or before but no later than 12:00 p.m.**

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

2.5. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.6. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion conduct onsite visits to inspect facilities and the equipment that the Company will use to perform the Contract services. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

2.7. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

2.8. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

3. SCOPE OF NUISANCE ABATEMENT SERVICES.

3.1. General Background.

The Housing and Neighborhood Services Code Enforcement Division ("Code Enforcement") is authorized, through Chapter 5, Building and Building Regulations, and Chapter 10, Health, and Sanitation, of the City of Charlotte Code of Ordinances ("Ordinances") to hire Companies to provide Nuisance Abatement Services ("Services").

When a Code Enforcement Officer ("Officer") determines that a property violates the Ordinances, the Officer may issue a Notice of Violation to the property owner. The property owner is given a specified period to bring the property into compliance. If the property remains in violation upon re-inspection, the Ordinances allow the City to hire an independent contractor to correct the Violation.

This RFP is being issued to establish one or more contracts with vendors to work in conjunction with Code Enforcement to provide the following services. While the City is flexible to certain elements of the Nuisance Abatement Services, the City has specific requirements and preferences for the Service delivery method.

Companies may submit a proposal for all Services, or may choose to submit a proposal for either the lawn maintenance/debris removal/property securing services (must be able to perform all Services included in this category) OR the graffiti removal services.

3.2. Contract Scope of Work.

3.2.1. Services will include:

- a. Mowing tall grass, weeds, and/or vegetation
- b. Removing yard waste
- c. Removing bulky curbside items
- d. Removing junk and debris
- e. Securing (boarding up) residential and commercial structures found to be vacant and open
- f. Removing graffiti markings

3.3. Photograph Specifications.

3.3.1. Before starting the Services, the Company shall take one (1) or more digital color photograph(s) of all areas on the property requiring remediation. Upon completion of the Services, the Company shall take one (1) or more digital color photograph(s) of the completed Services, using the same perspective as the photograph(s) taken before Services began. Ensure that the photos are clear and depict the full scope of work completed. Review the photos before starting work and before leaving the site. All photographs should be sent as an attachment and all photos will have a time and date stamp visible on them. If the photos are blurry or too dark, we may request additional photos or decline the payment.

3.3.2. In the case of stacked debris, photographs must show, as much as possible, details of the items in the stack(s). When possible, photographs shall provide a background perspective that helps identify the property and the location of the debris on the property before removal.

3.3.3. The Company shall email all before and after photographs to Code Enforcement as an attachment when submitting its invoice for payment for the Services rendered. The photograph attachments shall not exceed 10MB, have a maximum size of 1024 pixel resolution, and be in .jpg format.

3.4. Health and Sanitation Violations.

3.4.1. Process Requirements.

Section 3

Scope of Services

- 3.4.1.1. Upon determination that a Health and Sanitation Violation requires remediation, Code Enforcement shall solicit pricing from awarded Companies for the services that need to be performed for jobs exceeding \$350. The email shall contain a copy of the Notice of Violation, which shall include parcel detail information, a description of the Violation, and a photo(s) taken by the Officer. The Officer may add notes to further clarify the Services being requested. Companies shall have three (3) business days to respond to this request.
- 3.4.1.2. The Company shall complete the Services within three (3) days of the date of the request. Services may take place during daylight hours Monday through Saturday. Upon arrival at the property, the Company shall knock on the door to advise the occupant(s) of the Services to be performed. If there is no answer, the Company shall leave a door hanger (to be provided by the City) that describes the Services performed.
- 3.4.1.3. The Company may only charge for actual Services performed and only those Services associated with bringing a property into compliance with ordinance requirements. Any additional Services will not be paid unless approved in writing in advance by a Code Enforcement Manager. If the Company believes that the requested project exceeds the \$350 limit, please submit your estimated pricing, and notify the area manager within one business day.
- 3.4.1.4. All debris (vegetative or non-vegetative) shall be disposed of at the appropriate landfill and/or recycling center. Improper disposal of debris shall be grounds for immediate Contract termination and the Company will be responsible for any fines or fees.

3.4.2. Specifications.

The Services necessary to remediate a Health and Sanitation Violation vary from case to case. In performing the Services, the Company shall adhere to the following quality standards, as applicable to the specific Services requested:

- 3.4.2.1. Mowing tall grass or weeds.
 - a. As a condition of payment, mowing shall be done with a lawnmower only (not a weed-eater or other type of device), unless otherwise approved in writing by a Code Enforcement Manager prior to performing the Services.
 - b. Grass and weeds shall be mowed to a maximum of six (6) inches in height.
 - c. There shall be no scalped areas.
 - d. Grass trimmings and leaves shall be adequately mulched to provide a finished mowed appearance.
 - e. Excessive grass trimmings and leaves shall be removed from the site and properly disposed of.
 - f. Debris from weeds shall be removed from the site and properly disposed of.
 - g. All hard surfaces (sidewalks, driveways, etc.) shall be cleaned with a leaf blower.
- 3.4.2.2. Removing Curbside Items.
 - a. Items not securely placed in a container that is abandoned at the curb shall be removed and properly disposed of.
 - b. Such items may include improperly prepared yard waste, construction debris, household items, etc.
- 3.4.2.3. Removing Debris.

- a. All debris identified by the Officer as contributing to the neglect of premises shall be removed and properly disposed of.
- b. Such items may include but not be limited to furniture, appliances, construction debris, automobile parts, tires, machinery, illegal yard waste, or hazardous waste.

3.5. Securing Structures.

3.5.1. Process Requirements.

- 3.5.1.1. Upon determination that a vacant and open residential or commercial structure requires remediation, Code Enforcement shall email the Company requesting that the portions of the structure that allow entry be boarded up. The Company may be required to board up doors, windows, crawl spaces, or any other ingress or egress of the structure that must be secured.
- 3.5.1.2. The email from Code Enforcement shall contain a copy of the Notice of Violation, which may include parcel detail information, a description of the Violation, and a photo(s) taken by the Officer. The Officer may add notes to further clarify the Services being requested.
- 3.5.1.3. The Company shall complete the Services within three (3) days of the date of the request. Services may take place during daylight hours Monday through Saturday. The Company shall leave a door hanger (to be provided by the City) that describes the Services performed.
- 3.5.1.4. The Company may only charge for actual Services performed. Any additional Services will not be paid unless approved in writing in advance by a Code Enforcement Manager.

3.5.2. Specifications.

The Company shall board up structures according to the following specifications:

- a. Minimum ½ inch plywood must be used.
- b. Minimum eight (8) penny nails or two (2) inch screws must be used.
- c. Plywood must fit inside the door frame or window recess.
- d. Nails or screws must be placed around the perimeter of the opening no more than eight (8) inches apart.

Depending on the structure, there may be exceptions to the Company's ability to secure it within strict compliance with the above specifications. In those cases, the Company shall obtain written approval from a Code Enforcement Supervisor on any necessary variance before beginning Services.

3.6. Graffiti Removal Services.

3.6.1. Process Requirements.

Upon determination that a graffiti marking requires removal, Code Enforcement shall email the Company requesting Services be performed. The email shall contain a photo(s) taken by the Officer. Services shall be completed within three (3) days of the date of the request.

The Company may only charge for Services performed. If the Company is unable to find the graffiti for which removal is requested, the City shall not pay the Company an associated trip fee.

The square footage of the graffiti removal services shall be calculated based on the actual surface area painted or rehabilitated. If requested, the Company shall illustrate in its after photograph(s) an actual measurement of the surface area.

3.6.2. Specifications.

- a. Use pressure washing, sandblasting, or chemical removal using environmentally sustainable products; and/or
- b. Paint over the graffiti area with a matching or similar color paint.

3.7. Equipment.

The Company is responsible for providing all necessary labor, equipment, materials, and supplies as may be required to perform the Services. The type and quantity of labor, equipment, materials, and supplies shall be adequate to ensure proper and timely completion of the Services. All fuel is the responsibility of the Company.

The City requires that all necessary equipment be owned by the Company. Equipment must be purchased by the Contract effective date.

The Company must own and maintain in working condition the following equipment:

- a. At least one (1) commercial lawn mower
- b. One (1) bush hog-type mower
- c. One (1) dump truck, dump trailer, or equivalent size truck or trailer
- d. Lawn tools: weed eater, chainsaw, blower, etc.
- e. Hand Tools: hammer, saw, tape measure, nails, power drill, etc.
- f. Prompt access to large equipment for heavy clean-up work
- g. Digital camera (with time and date stamp feature)
- h. Cell phone
- i. Consistent and readily available e-mail address(es)

3.8. Reporting Requirements.

- 3.8.1. Once a job is completed, the Company has twenty-four (24) hours to e-mail the Code Enforcement Officer that the work has been completed, along with the amount being charged.
- 3.8.2. If the Company finds that, upon arrival, the Violation has been corrected by the property owner, the Company shall leave the site and report the correction to the Code Enforcement Officer. The Company will not be reimbursed for any costs associated with not being able to correct a Violation, or finding, upon arrival, that the Violation has already been corrected.

3.9. Invoice Specifications.

- 3.9.1. Invoicing shall be accomplished on a per-job basis. All invoices must contain an invoice number, which shall be sequential and not duplicated during the life of the Contract. Invoices must be e-mailed to codehsinvoice@charlottenc.gov within fifteen (15) days of completion of the Services. Only one (1) invoice with its associated before and after photographs shall be attached per email unless size requirements prohibit this. The invoice must be in PDF format and named "Violation address date Services completed" (for example, 123 Main Street_11.02.2018). Invoices submitted without before and after photographs will not be paid.

Invoices shall be clearly labeled as an invoice and shall include the following, at a minimum:

- a. Invoice number
- b. Property owner's name and address
- c. Parcel number

- d. Deed number
 - e. Code Enforcement Officer
 - f. Violation address
 - g. Date Services were completed
 - h. Description of Services completed shall be itemized and indicate the violation section (i.e., 10-115) and cost
 - i. Vendor number
 - j. Contract number
 - k. Before and after color photographs of the Services performed
- 3.9.2. Invoice shall only be submitted based on the work requested to be completed.
- 3.9.3. Ensure that the invoice is submitted within 15 days of completing the work to ensure this can be processed for payment in a timely manner.
- 3.9.4. If an invoice is reviewed and requested to be revised to match the actual work performed this will be documented during the departmental internal quality control reviews.
- 3.9.5. If an invoice has a discrepancy, staff will request corrections and the invoice will be placed in a discrepancy queue for three (3) days. If there is no response or corrections are not made as requested, the invoice will move to a non-payment status.

3.10. Service Level Expectations.

- 3.10.1. Services shall be completed promptly as requested by the City and shall only include what is in the notice of violation. The Company shall maintain an adequate supply of qualified personnel and required materials and/or supplies to meet the City's needs and to avoid delays.
- 3.10.2. If you notice a "No Trespassing" sign on the property and your inspector did not notify you, stop work and call the inspector immediately. The City cannot perform work on the property without a warrant if posted "No Trespassing". If a warrant is required, the Company must be on the job site at the scheduled time to complete the services as needed.
- 3.10.3. The Company shall acknowledge that the performance of the Services typically takes place during daylight hours Monday through Saturday. Service requests may occur any day of the week and at any time, day, or night, and therefore the Company is required to have twenty-four (24) hours a day, seven (7) days a week phone and e-mail accessibility and personnel able to answer calls for service by the City on an exception or emergency basis. Special circumstances may require the Company to complete a service request outside of regular business hours or days. The City expects the Company to be flexible in the delivery of the Services regarding both the timing and location of the service.
- 3.10.4. Illness, staffing shortages, inability to contact qualified operators or technicians, and out-of-service, obsolete, and/or inadequate tools and equipment will not be accepted as justification for the Company's inability to meet specified response times, delivery of poor-quality Services, inefficiencies, or damage to citizens' property.
- 3.10.5. The Company shall complete the service request, in its entirety within three (3) business days and notify the Officer for review, at which time the Officer shall accept the Service as complete or

indicate deficiencies. If deficiencies are noted, the Company shall complete all necessary repairs and present the completed Services to the Officer for final approval.

- 3.10.6. If, upon an investigation of a citizen assessment appeal, it is discovered that the quality of the Company's photograph(s) or the quality of the Service performed is directly responsible for the City's loss of the citizen appeal, Code Enforcement shall notify the Company in writing of the forfeit and the Company shall reimburse the City for the City's cost of the amount refunded to the citizen.
- 3.10.7. The Company shall be solely liable for any property damage, death, or personal injury caused by the negligence or intentional misconduct of the Company or its subcontractor during the performance of the Services.

3.11. Company Personnel Requirements.

3.11.1. Customer Service.

- 3.11.1.1. Company employees shall serve City employees and City of Charlotte Citizens/Property Owners in a courteous, helpful, and impartial manner. All Company employees in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the sole responsibility of the Company.
- 3.11.1.2. In the event a report is received alleging a Company employee was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the Company shall submit a written report to the City Project Manager outlining the complete details of the incident. This report shall include the nature of the incident, time, date, and location, and name, address, and telephone number of the person alleging the incident. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken.
- 3.11.1.3. The Company may come into contact with a resident of a property while performing the Services. The Company shall identify him/herself as a contractor of the City and shall address the resident with courtesy and patience. If the resident asks the Company to leave the premises, they shall do so immediately and shall inform the Officer handling that case. The Officer may be required to obtain a warrant to allow access to the property before Services can be completed. The Company shall not be reimbursed for any costs associated with being ordered off of the premises by an occupant.
- 3.11.1.4. Additional Company Requirements :

- a. All Company vehicles must be clearly marked with the Company name and phone number
- b. Meet all DMV and DOT requirements
- c. Be at least eighteen (18) years of age
- d. Be able to communicate effectively in English
- e. Not be under the influence of drugs or alcohol
- f. Have adequate training to safely perform the Services required
- g. Possess an appropriate current, valid driver's license for the vehicle they are operating, as required by North Carolina General Statutes
- h. All operators must have a current, valid North Carolina Motor Vehicle Operator Permit for the type/class of vehicle they are operating. Such permits must be displayed upon request by any City official while the operator is engaged
- i. Be clearly identifiable by, but not limited to, uniforms with the Company logo and name badges, name tags, or identification cards. This is a requirement with no exceptions.

3.12. Pricing.

Because Nuisance Abatement Services vary from case to case, pricing is not the sole consideration for award. Using the pricing worksheet provided in Section 6 (Form 4), Companies shall provide:

- a. Unit price rates for lawn maintenance-type services based upon acreage;
- b. An estimate of what they would charge the City for the specific debris removal scenarios illustrated;
- c. Unit price rates for property securing services based on opening type (door versus window);
- d. Unit price rates for graffiti removal per square foot; and
- e. Per trip fee for graffiti removal.

Regardless of exceptions taken, the Company shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.

The City may negotiate the fixed pricing for the lawn maintenance and the property securing services.

For purposes of this RFP, assume an initial term of three (3) years, with the City having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

For Large Jobs (over \$350.00), every Company contracted with the City in performance of the Services shall be asked to provide a quote prior to performing the Services. Every contracted Company must submit a quote within seventy-two (72) hours of the date of the request. The Company will not be reimbursed for any costs associated with providing a quote.

4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. All Forms and Questionnaires shall be found and submitted in the City's Procurement Portal. The Proposal shall be submitted in the format described below:

- A. Cover letter;
- B. Proposed Solution;
- C. Required Bonfire Forms;
 - Form D – The "Proposal Submission" Form
 - Form E - The "Contract Exception" Form
 - Form F - The "Certification Regarding Debarment, Suspension and Other Responsibility Matters"
 - Form G - The "Byrd Anti-Lobbying Certification" Form
 - Form H - The "MWSBE Utilization"/ CBI Form 3
 - Form I - The "Environmental Purchasing Responses" Questionnaire
 - Form J - The "Company's Background Response" Questionnaire
 - Form K - The "References" Form
 - Form L - The "Price Sheet"

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, and telephone numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

4.1.2. Proposed Solution.

Given the purpose of this Project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

Please provide the following photographs as part of your proposal:

- One (1) photograph of the commercial lawn mower owned by the Company;
- One (1) photograph of the bush hog-type mower owned by the Company;
- One (1) photograph of the dump truck/dump trailer/equivalent size truck or trailer owned by the Company;
- A minimum of two (2) photographs of the lawn tools owned by the Company (weed eater, chainsaw, blower, etc.);
- A minimum of two (2) photographs of the hand tools owned by the Company (hammer, saw, tape measure, nails, power drill, etc.);
- For graffiti removal services, one (1) photograph of the pressure washer and any other applicable tools owned by the Company; and
- For any equipment the Company intends to purchase, a screenshot or printout from the internet showing a picture of the equipment and a description of the make, model, and other pertinent details.

Section 4

Proposal Content and Format

- 4.1.3. Required Forms.
To be deemed responsive to this RFP, Companies must complete all Proposal Forms listed in the Requested Information section on the Procurement Portal
- 4.1.4. Acknowledgements.
To be deemed responsive to this RFP, Companies must complete all Acknowledgements listed in the Requested Information section on the Procurement Portal.
- 4.1.5. Exceptions to the RFP.
Companies must review Section 1.6.16 for an overview of Exceptions to the RFP. If you elect to take Exceptions to the RFP, including the Sample Contract, then you must upload Form F, Exceptions Form, with the section number and exceptions noted, and a redlined version of the Sample Contract under the Acknowledgement Section in the Procurement Portal. If exceptions are not identified by way of the Exceptions form and an uploaded redline version, then they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration.

Section 5

Evaluation Criteria

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications, Experience, and Proposed Solution;
- b. MWSBE Inclusion Efforts;
- c. Cost Effectiveness and Value; and
- d. Acceptance of the Terms of the Contract

5.1. Qualifications, Experience, and Proposed Solution.

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include reviewing references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

Companies will be evaluated on the background and experience information provided on Form K of the Company's Background Response. Onsite visits may be included as part of the evaluation process to inspect the Company facilities and Company equipment.

5.2. MWSBE Inclusion Efforts.

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Subcontracting Goal, MWSBE-certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City-certified SBE; and/or
- Be designated as a City-registered MBE or WBE

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 5.

5.3. Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

5.4. Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.16 of this RFP.

Attachment – Photograph Samples

6. ATTACHMENT – PHOTOGRAPHS OF EXAMPLES OF DEBRIS REMOVAL INSTANCES

6.1 Refer to the Pricing Worksheet- Section 4 - “Estimates for Debris Removal” in the Price Schedule.

Use each photograph to provide a price for each debris instance.

Photograph 1



Photograph 2



Photograph 3



Photograph 4



Photograph 5



Photograph 6



Photograph 7



Photograph 8

