



Request for Proposals # 274-SWS02112025-JS25

Title: SWS Janitorial Services FY25

Issue Date: March 11, 2025

Due Date: April 17, 2025 no later than 3:00PM ET

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: Solid Waste Services

Direct all inquiries concerning this RFP to:

Kathleen Mitchell

Fiscal Supervisor

Email: Kathleen.mitchell@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

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

Solid Waste Services (hereinafter referred to as the “SWS”) is requesting proposals from a qualified public entity or private firm (hereinafter referred to as the “Contractor”), to establish a contract to provide complete professional janitorial services to selected SWS facilities. SWS currently has 2 buildings at 2 locations. The number of locations is subject to change and SWS reserves the right to either add or delete locations, square footage and/or frequency of services.

This service contract will be negotiated and managed by the SWS within the parameters of this RFP. Contractors must bid on all SWS locations listed. SWS will review all bids and select a Contractor to service their department. Department designee will be the main point of contact for any and all contracted obligations.

The Contractor must be reputable, bonded, and capable of furnishing all required materials, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, labor, and supervision necessary to provide a prestige level of cleaning service at City facilities defined in this RFP document.

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

Services will begin on September 1, 2025 or upon signed execution of the contract between the Contractor and the City, whichever occurs later. The term of the awarded contract is expected to be for three (3) years with two (2) optional 1-year renewals. A detailed scope of services is provided in Section 4 of this document.

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

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

| Contact Name | Email Address |
|-------------------|---------------------------------|
| Kathleen Mitchell | Kathleen.Mitchell@raleighnc.gov |

Questions submitted via telephone will not be answered.

1.2 **Background**

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

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

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 | March 11, 2025 |
| Pre-Proposal Conference (if required) | March 24, 2025, 11:00 am ET 630 Beacon Lake Drive, Raleigh, NC 27610 |
| Deadline for Written Questions | March 31, 2025, 3:00 pm ET |
| City Response to Questions (anticipated) | April 4, 2025 |
| Proposal Due Date and Time | April 17, 2025, 3:00 PM ET |
| Evaluation Meeting (anticipated) | April 28, 2025 |
| Interviews (if required) | May 12, 2025, 11:00 am ET 630 Beacon Lake Drive, Raleigh, NC 27610 |
| Selection Announced (tentative) | May 16, 2025 |

1.4 **Pre-Proposal Conference**

The Pre-proposal conference/site visit is mandatory. Prospective Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3).

1.5 **Proposal Questions**

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

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

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

| Contact Name | Email Address |
|-------------------|---------------------------------|
| Kathleen Mitchell | Kathleen.mitchell@raleighnc.gov |

Questions submitted via telephone will not be answered.

1.6 **Proposal Submission Requirements and Contact Information**

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

| <u>DELIVERED BY US POSTAL SERVICE MAIL:</u> | <u>DELIVERED BY OTHER DEIVERY SERVICES:</u> |
|---|---|
| City of Raleigh ATTN: Kathleen Mitchell Solid Waste Services 630 Beacon Lake Drive Raleigh, NC 27610 RFQ No. 274-SWS02112025-JS25 | City of Raleigh ATTN: Kathleen Mitchell Solid Waste Services 630 Beacon Lake Drive Raleigh, NC 27610 RFQ No. 274-SWS02112025-JS25 |

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 five (5) paper 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 six (6) 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.

In order to provide stable and predictable pricing, the pricing rates established in this cost proposal will remain in effect through the end of the contract period including all amendments to add facilities and/or extend the contract duration. The Cost Proposal shall be submitted and contain:

- Night Crew Personnel costs (Itemized cost per cleanable square foot per site for nights, weekends and holidays). An estimated length of time that the Proposers project for staff to complete all daily cleaning tasks as indicated in the RFP should also be included.
- Porter Personnel costs (Itemized hourly cost for: Daily and Holiday rates, listing shift premium separately where applicable); Porter Personnel costs for 8-hour shift and Porter Personnel costs for 4-hour shift.
- Floor Crew Personnel costs (Cost per cleanable square feet)
- Material Costs (Paper products, feminine hygiene products, soap, cleaners, floor stripper, floor wax, floor polish, window cleaner, furniture polish, etc.)
- Equipment costs (Purchase/leases and maintenance)
- Other Costs (e.g., office expenses)
- TOTAL COST: A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

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 | 20 | | |
| Project Approach | 15 | | |
| Team Firm Experience | 10 | | |
| Proposed Cost | 20 | | |
| Total Score (without Interview/Demonstrations) | | | |
| Interview/Demonstration (if applicable) | 5 | | |
| Final Score (with Interview/Demonstrations) | | | |

Score Points

0- Missing or Does Not Meet
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

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

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

A—the lowest Proposer's cost.

- B—the Proposer's cost being scored.
- C—the maximum number of cost points available.
- D—Proposer's cost score (points).

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

3.2 Interview/Demonstration (Stage 2)

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

3.3 Final Selection

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

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

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

3.4 Notice to Proposers Regarding RFP Terms and Conditions

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

3.5 Contract Term

The Contract shall have an initial term of three (3) years, beginning on September 1, 2025. At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms. The City will give the Contractor written notice of its intent whether to exercise each option no later than 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.

4.1. Overview

Solid Waste Services (hereinafter referred to as the “SWS”) is requesting proposals from a qualified public entity or private firm (hereinafter referred to as the “Contractor”), to establish a contract to provide complete professional janitorial services.

Services will begin on September 1, 2025.

The term of the awarded contract is expected to be for three (3) years with two (2) 1-year renewals.

The SWS currently has buildings at two (2) 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.

1. Wilder’s Grove – 630 Beacon Lake Rd., Raleigh, NC 27610
2. Yard Waste Center – 900 N. New Hope Rd., Raleigh, NC 27610

4.2 Type of Facilities

The SWS Facilities has two main buildings, SWS Wilders Grove Building (includes vehicle wash bay building) and the Yard Waste Center (YWC) trailer. The SWS Wilders Grove Building consists of offices, meeting rooms, classrooms, supply rooms, locker rooms, restrooms, and a kitchen area. The YWC trailer consists of offices, supply areas, a meeting room, a kitchen, and a restroom. The facilities are serviced 5 days per week, but they are not serviced on weekends or holidays except as listed below (subject to change).

Contract Year 1:

| Holidays | Date | SWS Operating? | SWS Make-up Day |
|----------------------------|------------|----------------|----------------------|
| Labor Day | 09/01/2025 | No | |
| Veterans Day | 11/11/2025 | No | |
| Thanksgiving | 11/27/2025 | No | Saturday, 11/29/2025 |
| | 11/28/2025 | Yes | |
| Christmas | 12/24/2025 | Yes | |
| | 12/25/2025 | No | Saturday, 12/27/2025 |
| | 12/26/2025 | Yes | |
| New Year’s Day | 01/01/2026 | No | Saturday, 01/03/2026 |
| Martin Luther King, Jr Day | 01/19/2026 | No | |
| Good Friday | 04/03/2026 | Yes | |
| Memorial Day | 05/25/2026 | No | |
| Juneteenth | 06/19/2026 | Yes | |
| Independence Day | 07/03/2026 | Yes | |

Contract Year 2:

| Holidays | Date | SWS Operating? | SWS Make-up Day |
|----------------------------|------------|----------------|----------------------|
| Labor Day | 09/07/2026 | No | |
| Veterans Day | 11/11/2026 | No | |
| Thanksgiving | 11/26/2026 | No | Saturday, 11/28/2026 |
| | 11/27/2026 | Yes | |
| Christmas | 12/24/2026 | Yes | |
| | 12/25/2026 | No | Saturday, 12/26/2026 |
| | 12/28/2026 | No | |
| New Year's Day | 01/01/2027 | No | Saturday, 01/02/2027 |
| Martin Luther King, Jr Day | 01/18/2027 | No | |
| Good Friday | 03/26/2027 | Yes | |
| Memorial Day | 05/31/2027 | No | |
| Juneteenth | 06/18/2027 | Yes | |
| Independence Day | 07/05/2027 | No | |

Contract Year 3:

| Holidays | Date | SWS Operating? | SWS Make-up Day |
|----------------------------|------------|----------------|----------------------|
| Labor Day | 09/06/2027 | No | |
| Veterans Day | 11/11/2027 | No | |
| Thanksgiving | 11/25/2027 | No | Saturday, 11/27/2027 |
| | 11/26/2027 | Yes | |
| Christmas | 12/24/2027 | Yes | |
| | 12/27/2027 | No | |
| | 12/28/2027 | Yes | |
| New Year's Day | 12/31/2027 | No | |
| Martin Luther King, Jr Day | 01/17/2028 | No | |
| Good Friday | 04/14/2028 | Yes | |
| Memorial Day | 05/29/2028 | No | |
| Juneteenth | 06/19/2027 | No | |
| Independence Day | 07/04/2027 | No | Saturday, 07/08/2028 |

4.3 Services Performed Daily

The contractor is to complete the following tasks with craftsmanship and pride to deliver standards meeting hospitality quality. The list below is intended to be a general list of daily cleaning expectations – site-specific cleaning checklists will be provided. 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, Contractor's employees, or sub-contractor(s) will be considered negligent and the Contractor will be held liable for all negligence.

4.3.1 Empty all trash cans, recycling cans, and wastebaskets, including those at building entrances and smoking areas. Trash receptacle(s) shall be washed as needed. Liners shall be provided by Contractor.

4.3.1.1 Collect and discard all empty boxes left in designated areas (i.e. hallways) and boxes marked "TRASH." Garbage that does not fit in the waste container will be labeled "TRASH," indicating that it is to be recycled or otherwise disposed of.

4.3.1.2 Remove all recyclable drink and food containers and pick up trash found in or around the building(s).

4.3.1.3 Recyclable materials will be placed in their proper containers and deposited in the area designated by SWS.

4.3.1.4 All trash and garbage are to be removed from the building and deposited in the area/dumpster designated by SWS.

4.3.2 Inspect and clean facility grounds within a 50 ft. radius of all entrances, porches, and decks to minimize dirt and debris from being traced into the building. Leaves may be blown off using a leaf blower.

4.3.3 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. Electronic devices such as, but not limited to, computers, printers, audiovisual equipment, fax machines, copy machines etc. are not to be moved, jarred, bumped or tampered with. This type of equipment is very sensitive. While cleaning in these areas, the Contractor must not use liquids, steel wool, powered cleaners, brushes, dusters, and/or rags which leave dust or materials containing silicon.

4.3.4 Sweep and damp mop with appropriate floor cleanser all uncarpeted floors, anti-static floors and floor mats, including offices, locker rooms, restrooms, storage areas, halls, meeting rooms, and entrance areas. All floors must be kept clean, dirt free and trash free. Spots, stains, and marks shall be removed immediately by spray buffing or rewaxing if necessary.

- Any polished concrete will be machine mopped at a frequency not less than once per night using a walk-behind floor scrubber machine that can fit through a standard 32-inch restroom door opening. (Machine must not damage the floor)

4.3.5 Vacuum all carpeted floors and entrance mats using the internal vacuum system provided or a vacuum equipped with a beater bar. 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.

4.3.6. Clean spills and spots found on carpets and cubicle partitions using approved spot removal cleaner.

4.3.7. Door glass and storefront-style glass entrances shall be cleaned on the inside and outside of the glass. This cleaning shall occur at all facility entrances and exits. Windows shall be cleaned such that all film smudges and streaks are removed.

4.3.8. Dust and wipe walls, light switches, handrails, doors, and door hardware. Particular attention must be paid to any surface touched by hands to interrupt the spread of germs and eliminate build-up. Additional cleaning frequency during cold and flu season.

4.3.9. Water fountains and kitchen sinks shall be cleaned with anti-bacterial germicidal cleaner and polished with stainless steel polish.

4.3.10. Clean and restock all crew sinks.

4.3.11. Clean and shine all chrome, stainless steel or other unpainted metal fixtures and moldings using metal polish.

4.3.12. Restroom maintenance is to be completed to standards approaching the sanitary level of a hospital to interrupt the spread of germs and disease. Tasks shall include (ensure room is not in use prior to service):

- Wash and sanitize all surfaces of toilets, seats, and urinals. Surfaces are to be free of waste, dirt, grime, and stains.
- Clean all sinks and fixtures (including shower fixtures) until they are free of dirt, grime, and stains.
- Wash all stall walls and partitions to remove splashes and to keep them dust free, dirt free and clean.
- Clean all floors including vestibules. Wet mop floors with disinfectant cleaner and deodorizer or scrub with soap and water in order to keep floor clean and sanitary.
- Clean the wall(s) below forced-air hand dryers and soap dispensers.
- Dust all ledges and grills; ledges and grills shall be kept dust-free, dirt free and clean.
- Shower walls and floors shall be clean and free of soap scum.
- Empty all trash receptacles. Replace trash liners.
- Replenish all restroom consumable supplies with the proper product(s) for the dispenser provided.
 - Use antibacterial soap
 - Do not over-stock restrooms with loose toilet paper rolls
 - Provide urinal screens for all urinals
- Damp wipe and polish all chrome surfaces and mirrors.
- Deodorize and disinfect all traps, drains, toilets and urinals using liquid chemical (i.e., ex., pine disinfect).
- Empty sanitary napkin disposal containers and restock each with three disposable wax liner bags per disposal container.
- Clean glass surfaces and mirrors.
- Wipe and dust the tops and faces of lockers.
- Dust all horizontal surfaces.

4.3.13. Kitchen & Break Room maintenance (where applicable):

- Complete items in 4.3.1 – 4.3.11.
- Wipe down tables, chairs, countertops, refrigerator(s), vending machine(s) and appliances
- Wipe the front face of countertops and cabinets
- Clean and polish sinks

4.4 **Services Performed Weekly**

- 4.4.1 Damp mop all interior stairs, stairwells, and stair landings; this shall include areas under walk-off mats.
- 4.4.2 Clean baseboards.
- 4.4.3 Clean and shine all chrome, stainless steel and other unpainted metal fixtures using metal polish where applicable.
- 4.4.4 Clean all pipes connecting restroom fixtures (i.e., Urinal & Toilet flush valves).
- 4.4.5 Clean all interior glass, walls, partitions, and doors.
- 4.4.7 Use furniture polish on all wood surfaces.
- 4.4.8 Change trash cans liners as needed, or at a minimum, once per week. Liners shall be clean and watertight.
- 4.4.9 Vacuum or clean furniture upholstery and cushions, including chairs, lactation, and quiet rooms.
- 4.4.10 Remove spider webs from interior and exterior areas and surfaces as needed.
- 4.4.11 Pour one (1) quart of hot water in all floor drains.
- 4.4.12 Clean the inside of microwave ovens in all kitchens and break rooms.
- 4.4.13 Clean the exterior, hopper door and dispenser (if so equipped) of ice machine
- 4.4.14. On Friday, throw away all food left in the kitchen refrigerators in common area, and wipe the insides of the refrigerators with a sanitizing and food safe cleaner.

4.5 **Services Performed Monthly**

- 4.5.1 Dust all walls.
- 4.5.2 Wash all restroom partitions, stall walls, and doors.
- 4.5.3 Manually scrub all shower walls and floors.
- 4.5.4 Machine scrub all hard tile floors in halls, restrooms, and mudrooms.
- 4.5.5 Machine scrub all concrete slab floors in restrooms and locker rooms.
- 4.5.6 Wipe down all interior signage.

4.5.7 Dust ceiling and wall vents, fans, and returns.

4.5.8 Dust window blinds and shades,

4.5.9 Spray buff uncarpeted floors in traffic areas as required. (Floors must maintain a high glossy shine)

4.5.10 Clean all windows and glass walls both inside and out for all ground floor glass.

4.6 **Services Performed Semi-annually**

Tiled Floor re-waxing: hard-surfaced floors shall be stripped and re-waxed semiannually. 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 floor stripping and waxing and publish a schedule of work two weeks in advance, indicating which areas are being worked. All work will be scheduled around public meeting schedules and/or weekends. Floor stripping, buffing, and waxing are to be included as a line item in the Contractor's initial submittal.

Vehicle Wash Bay power washing: the walls and floors of the vehicle wash bay shall be power washed semiannually. The Contractor should maintain a semiannual schedule for power washing and publish a schedule of work two weeks in advance, indicating the date and time of power washing. Vehicle wash bay power washing is to be included as a line item in the Contractor's initial submittal.

4.7 **Services Performed Annually**

Shampoo all carpeted floors. Pretreat for stains. The approximate surface area of carpet to be shampooed is 7,700 sq. ft. Carpet cleaning will be scheduled in an evening that is agreed upon by SWS and the Contractor. Carpet shampooing is to be included as a line item in the Contractor's initial submittal.

4.8 **Emergency Operations**

During emergency operations, the critical facilities shall be cleaned daily, including weekends and holidays, to accommodate the SWS personnel responding to the emergency. Tasks to be performed during Emergency Operations are Tasks in paragraph "4.3: Services Performed Daily" above. Cleanliness is necessary for the City to provide a safe work environment for the emergency responders. Safe facilities have clean/disinfected restrooms; kitchens that are free of trash; and clean, dry, and slip-free floors; even during inclement weather (snow, ice, rain). Failure to provide service during emergency operations is subject to receive Deficient Performance notification that could result in a possible probationary period determined by the City of Raleigh Solid Waste Service designee.

4.9 **Additional Services**

Inclement Weather: The Contractor is not responsible for the removal of snow from sidewalk and parking lots. The Contractor shall be responsible for removal of any salt, sand, or chemical put down due to inclement weather immediately after the snow or ice has melted and there is no longer a threat of more snow, ice, or a safety hazard.

4.10 **Performance Standards**

4.10.1 Expectation

The Contractor shall provide SWS facilities with quality cleaning to hospitality level. Hospitality-level cleaning is defined as a cleaning standard that will produce unsolicited compliments from the City, tenants, or visitors, and one that will minimize cleaning complaints from the City, tenants or visitors. The specifications attached to this contract do not limit the duties of the Contractor or Contractor's obligation to maintain the facilities at a hospitality level of cleanliness. No allowances will be granted to compensate for extra personnel required to adequately perform the work under this standard or under the specifications. Proof of performance and adherence to specifications shall be the responsibility of the awarded Contractor. Supporting documentation such as test results, technical data, or other pertinent information will be submitted by the Contractor to the SWS Designee at no cost to the City. The City shall be the sole judge as to the adequacy of supporting documentation.

4.10.2 Deficient Performance

The SWS Department designee shall notify the Contractor(s) of performance issues and complaint(s) received from facility occupants in writing. SWS reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The number of such deductions will be based on the value and extent of the unsatisfactory work. A deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the departmental designee to be defective or deficient, in any of the requirements, shall be remedied by the Contractor at the Contractor's expense. Remedied deficiencies do not relieve the Contractor from the deduction(s) that generated the deficient performance report. The inability of the Contractor to correct and eliminate reoccurring performance deficiencies may result in SWS initiating a probation period (determined by the assigned contracted department) on the selected contracted vendor and may result in the Termination of this contract upon continuous neglected items. Failure of Contractor to appear on any scheduled workday without the advance approval of Department designee or to clean an entire facility or site may result in the use of the deduction table, probation, or termination for nonperformance. In the event the Contractor does not complete all the required nightly, weekly, or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies within four (4) hours of notification of an occurrence of nonperformance for that location. For day porter sites, it is SWS's expectation that a full day's work service will be provided even if the regular day porter is unable to work. If the substitute cleaner is unable to provide full service, the appropriate deductions will be applied. Failure by the Contractor to respond to specific complaints as stated above, may result in the use of the deduction table. This includes not taking the proper steps in preventing continued occurrences of such complaints and creating a negative pattern of performances as well. * SWS has the right to place the Contractor on probation for up to 6 months with the deduction schedule determined by the Department Designee.

| # | Task | Deduction Amount | Unit |
|---|---|------------------|--------------------------|
| 1 | Suite, Perimeter or Janitorial Closet left unsecured to include doors and windows of a facility | \$100 | Per Door/ Per Occurrence |

| | | | |
|-----------|--|--------|---------------------------|
| 2 | Misuse of the alarm system (if vendor is determined at fault) | \$100 | Per Occurrence |
| 3 | SDS violation – Unlabeled container or no SDS Sheet on hand. | \$100 | Per Occurrence |
| 4 | Restroom not cleaned/paper products not filled, fixtures and floors not cleaned. | \$100 | Per Restrooms/ Day |
| 5 | Trash left in the building or not picked up if marked. (Push bins also) | \$100 | Per Location/ Day |
| 6 | Stairwells not cleaned. (Mopped, swept, trash) | \$50 | Per Stairwell/ Day |
| 7 | Restroom floors not stripped, or machine scrubbed per contract. (Written notice given) | \$50 | Per Restrooms/ Occurrence |
| 8 | Absent Porter | \$25 | Per Hour |
| 9 | Carpet not vacuumed | \$0.30 | Per sq. ft. /day |
| 10 | Carpet not cleaned (previously requested and/or scheduled) | \$0.30 | Per sq. ft. /day |
| 11 | Floors not stripped and waxed (written notice for floor work will be given) | \$0.30 | Per sq. ft. /day |
| 12 | Floors not mopped | \$0.30 | Per sq. ft. /day |
| 13 | Floors not buffed (as schedule suggests) | \$0.30 | Per sq. ft. /day |
| 14 | Missed Cleaning | \$100 | Per Occurrence |

4.10.3 Subcontracting

Contractor(s) shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. SWS will not differentiate between the winning bidder, the bidder's employees or subcontracted employees. No portion of the work covered by these specifications can be subcontracted or assigned without prior approval by SWS. Requests to subcontract all or any portion of services required by this contract will be submitted in writing to Kathleen Mitchell, Kathleen.mitchell@raleighnc.gov.

4.10.4 Amendments

Amendments in the areas serviced and/or specifications may be necessary during the term of the awarded contract. SWS reserves the right to add or delete services at any time with thirty (30) days written notice to Contractor(s). The proposal pricing, per square foot, and day porter services submitted by Contractor(s) for specifications herein, shall remain as quoted for the initial term of the contract of three (3) years, and, if applicable contract extensions. The parties may mutually agree to extend the time of performance for the Scope of Services by one year by written amendment to the contract. There shall be a maximum of two one-year extensions to the contract. Contractor shall be notified in writing of SWS's intention to extend or not to extend the contract term at least sixty (60) calendar days prior to the expiration of the Contract.

The Contractor must communicate to SWS for Federal Minimum Wage increases. Allowable increases based on Federal Minimum Wage increases shall be submitted immediately in writing at least sixty (60) days prior to contract renewal extension implementation. Sufficient documentation will be required by the Contractor to the City at this time.

4.11 Contractor(s) Responsibility

4.11.1 Legal and Billing Requirements

The Contractor shall adhere to all currently applicable federal, state, and local laws, codes, ordinances, and requirements including, but not limited to, those promulgated by OSHA, EPA, the North Carolina Department of Labor, and the North Carolina Department of Health Services. Contractor billing shall be done on a timely basis. The successful Contractor shall submit monthly invoices for work completed in the previous month with the purchase order number clearly shown on the invoice to accounts payable. (AccountsPayable@raleighnc.gov) A monthly copy of the invoice shall also be submitted to the designated personnel for payment review.

4.11.2 Personnel

The Contractor shall provide qualified persons in all areas of operations. Personnel employed by the Contractor shall be competent, trustworthy, and properly trained for the work requirements. Contractor agrees that each of its employees, and any subcontractors and suppliers will adhere to all requirements of contract. All personnel furnished by Contractor will be deemed employees of Contractor and will not for any purpose be considered employees or agents of SWS or the City. Personnel shall not impersonate SWS officials at any time - results will be immediate termination and removal from SWS facilities. The Contractor and employees shall be required to comply with all applicable regulations of the City and SWS, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify Department Designee in writing of all changes to contract personnel by submitting name and address of employee with an effective date of employment or termination. The Contractor shall not hire any current City employee or terminated City employee as part of this contract. Any subcontracted staff will be subject to the same personnel expectations as Contractor employees.

4.11.3 National Background Check and Sex Offender Registry

The Contractor's employees who will work in facilities owned, leased, or operated by the City and SWS shall be required to have an initial national background check with annual renewal background checks performed throughout the duration of the contract. The Contractor will be responsible, at the cost of their company, to provide a background check on each employee working under the awarded 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 ten (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 premises until such time as the charges are dismissed. The SWS may limit or reject certain individuals if their presence is determined by the Department designee to be detrimental to the normal conduct of its business. Prior to commencing any work under this contract, the SWS 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 must pay for all costs associated with obtaining the check.

In addition, before an employee who comes on City/SWS property under this contract as part of that person's job, and annually beginning after the effective date of this contract, the Contractor shall conduct a check of each such employee on the State Sex Offender and Public Protection Registration Program and the State Sexually Violent Predator Registration Program (together, the "State Registration Programs") as well as the National Sex Offender Registry (the "National Registry"). In such circumstance, the Contractor shall check the State Registration Programs by using the online database of the North Carolina Department of Justice found at <http://sexoffender.ncsbi.gov/search.aspx>; as such web address may be changed from time to time. The Contractor shall also check the National Registry by using the online database of the United States Department of Justice found at <https://www.nsopw.gov/en/search/>; as such web address may be changed from time to time. No employee who is found listed on either the State Registration Programs or the National Registry as a result of the above-referenced searches shall be employed under this contract. The Contractor must submit information to Department designee for an employee proposed to provide services for the City. Failure to provide an employee who can successfully pass a background check, that is expected to perform janitorial services for the City, may result in a rejection of the proposal and if awarded the contract probable termination of the contract.

4.11.4 Health

Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the facility. Neither shall the Contractor allow the use or presence of alcohol, tobacco products, vapor/e-cigarettes or drugs on the premises or in the facility. The contractor is responsible for the safety of all its personnel and for assuring the continuing safety of the facility in connection with the services it provides hereunder. Contractor shall comply in all instances with all Federal, State and local laws, safety and health standards, rules and regulations, including but not limited to: the Occupational Safety and Health Act, Contract Work Hours, Equal Employment Opportunity Act, Safety Standards Act, and any licensing, bonding and permit requirements in connection with its' performance of the work. The contractor must have each employee trained/certified in Bloodborne Pathogen safety and ensure that they are provided with and utilize the appropriate Personal Protective Equipment (PPE).

4.11.5 Identification and Uniforms

All personnel shall wear uniforms furnished by the Contractor at all times while on the City premises to ensure only authorized Contractor employees are in City facilities. The Contractor's workforce shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of collared shirt (cannot be sleeveless), and full-length pants that must be mutually agreed to by the Contractor and City. Closed toe and fully covered heeled shoes with non-slip soles shall be worn at all times. Employees shall wear an identification badge assigned by The City of Raleigh Department assigned with the employee's picture, name and company name on the face of the badge as a contracted vendor employee. The badge must be worn above the waist, and in plain

sight at all times while the employee is on City property. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement may be required to leave City facilities and properties.

4.11.6 Conduct

No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, fails or otherwise refuses to perform the work properly, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed for this work.

4.11.7 Employee List

The Contractor shall keep a detailed list of all personnel working in City facilities. The data shall indicate personnel by facilities in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers' licenses and social security cards. An employee list and the facility the employee is associated with shall be electronically submitted to the Department designee monthly.

4.11.8 Removal of Staff

The City requires the Contractor to immediately remove any and all personnel from City property who have been identified by the departmental designee to be detrimental to the normal conduct of its business. Employees terminated by the Contractor shall be reported the same day to the Department designee unless it is after hours, in this case the next business morning shall be acceptable.

4.11.9 Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing workforce hours to compensate for absent staff. The backup staff must adhere to the same national background check requirements as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

4.11.10 Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor while performing duties related to the contract. This includes friends, children, and/or other relatives. Employees of the Contractor will not admit anyone into the building who is not a designated employee of the Contractor. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

4.11.11 Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

4.11.12 Contractor's Managers/Representatives

It is essential that the Contractor provide adequate, experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this

RFP. The awarded Contractor must agree to assign specific individuals to key positions.

The Contractor agrees that once assigned to work under this contract, the Contractor's Managers/Representatives shall not be removed or replaced without written notice to the City. If a departmental designee determines, for any reason, that a particular employee is unsatisfactory, then upon written notice from the City to the Contractor, shall remove said employee, subcontractor, or supplier, and shall provide a qualified substitute. If Contractor's Managers/Representatives are not available for work under this contract, once awarded, for a continuous period, exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications. The Contractor shall be responsible for, but not limited to, the following:

- 4.11.12.1. Adherence to schedules
- 4.11.12.2. Completion of daily checklist items at various facilities
- 4.11.12.3. Provide a weekly checklist of all required items completed and those that were not completed due to circumstances outside of the Contractor's control.
- 4.11.12.4. For those items not completed, a time-stamped photograph showing the circumstance will be included in the checklist.
- 4.11.12.5. Maintenance or replacement of cleaning equipment
- 4.11.12.6. Notifying City of any personnel changes
- 4.11.12.7. Training of new personnel
- 4.11.12.8. All cleaning supplies
- 4.11.12.9. Providing day porters
- 4.11.12.10. Providing SDS information for all products used at each site, in a binder, indexed and labeled as "Janitorial SDS Information". The binder must remain on site at all times, in an approved designated area, accessible to or contracted department designee.
- 4.11.12.11. Timely communication (response within 2 hours) of any inquiries made or issues reported by City staff.

The Contractor shall designate in writing to Department designee the name of the persons assigned as the Contractor's Managers/Representatives. Said persons shall have full authority to administer the terms of the awarded contract. The Contractor's Managers / Representatives shall possess, at a minimum, two (2) years of cleaning supervisory experience, be fully and adequately trained, and have full working knowledge of cleaning and supervision. He/she must have good record keeping skills with the ability to plan, review and oversee all aspects of the contract. The Contractor's Managers/Representatives shall have the capability to receive complaints and use common office equipment and software programs to facilitate timely corrective action(s). Contract representatives shall be available seven (7) days per week, twenty-four (24) hours per day. An answering service or answering machine is NOT an acceptable substitute for the Contractor's Managers/Representatives. The Contractor is responsible for any translation requirements between the English-speaking City staff and the Janitors' preferred/native language. An inspections schedule will be provided

by the City to the awarded Contractor prior to contract execution date to ensure that all services hereunder are properly performed.

Contractor shall meet in conference with a departmental designee at a time to be agreed upon for administration of work, including a review of daily checklists, when requested. At a minimum, daily checklists for the previous one-month period shall be reviewed by a departmental designee and the Contractor's Managers/Representatives at the first meeting of the following month. Contractor's Managers/Representatives are expected to perform janitorial assignments in the event the assigned janitor(s) and backup janitor(s) are absent. However, The Contractor's Managers/Representatives is not excused from his/her managerial duties and responsibilities while performing janitorial duties. Therefore, the Contractor's Managers/Representatives should not be the primary back-up.

4.11.13 Supervisors

The Contractor shall have competent working supervisors on the job at all times when janitorial services are being performed. Contractor shall be responsible for the supervision and direction of the services by its employees and shall provide supervisory personnel with at least two (2) years of cleaning supervisory experience. The Contractor's supervisors shall be fully and adequately trained and have a full working knowledge of cleaning and supervision. Supervisors must have good recordkeeping skills and the ability to plan, review, and oversee all aspects of the contract. Supervisors shall be thoroughly familiar with the content of the RFP specifications and the intent of the complete agreement. The supervisor must be in the vicinity of the facilities associated with this contract and available while cleaning duties are performed to ensure that all services hereunder are properly performed by the Contractor. Supervisors are expected to perform janitorial assignments in the event the assigned janitor(s) and backup janitor(s) are absent. However, The Contract Supervisor is not relieved of his/her supervisory duties and responsibilities while performing janitorial duties. Therefore, the Contract Supervisor should not be the primary back-up.

4.11.14 Day Porters

Porters will circulate through common areas Monday - Friday beginning at 7:00 AM and ending at 4:00 PM (or alternatively 9:00 AM and ending at 2:00 PM) at the Wilders Grove facility (including wash bay area) focusing on:

- 4.11.14.1. Completing work missed by the night crew(s),
- 4.11.14.2. Conference Rooms/Meeting Rooms - clean tables, chairs, podium and counters and removing stains from tables with disinfectant spray,
- 4.11.14.3. Cleaning and re-stocking restrooms with tissue, paper towels, soap and hand sanitizer,
- 4.11.14.4. Emptying trash and recycling containers,
- 4.11.14.5. Sweeping and/or mopping spills,

- 4.11.14.6. Spot vacuum all carpeted floors, including offices, common areas, entrance mats and elevator door tracks using the internal vacuum system provided or a vacuum equipped with a beater bar. Loose paper, pins, clips and other trash which the vacuum cannot clear is to be removed manually,
- 4.11.14.7. Kitchen Area and Break Room Area - clean counters, chairs, tables, microwave, and refrigerator,
- 4.11.14.8. Conducting pre- and post-event cleaning of conference rooms/meeting rooms, to include removing all recyclable drink and food containers and picking up trash found in room,
- 4.11.14.9. Touchpoint wipe downs of door handles, elevators, stairways, entryway windows, handrails, and water fountains,
- 4.11.14.10. On Friday, throw away all food left in the kitchen refrigerators in common area, and wipe the insides of the refrigerators with a sanitizing and food safe cleaner.
- 4.11.14.11. Other necessary duties for compliance with the contract.
- 4.11.14.12. Porters will be equipped with a Contractor provided cellular phone, so they can be contacted by the City's contract managers

4.11.15. City Materials and Personal Property of SWS Personnel

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City/SWS and against unauthorized use of City/SWS and City/SWS personnel's personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, cameras etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, marker boards or cabinets, and do not open desk drawers or cabinets. Found items shall be turned in at the end of each shift to the Contractor's supervisor who shall bring them to the SWS's Department designee the next business day.

Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use 911) and notification to the City of Raleigh Solid Waste Services of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of the awarded contract and grounds for immediate termination.

4.11.16. Care of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas and nonemergency repairs to his/her supervisor. The supervisor will report these areas of concern to the department designee the next business day. Facilities issues, that if left unattended could

cause more damage, will be reported to the Facilities and Operations Division after hours on-call number (919)816-5012. The Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment such as fire extinguishers and pull stations. In case of emergency, Contractor's employees must ensure their safety and evacuate the building, call 9-1-1 to report the fire and then notify the department designee.

Janitor's closets shall be kept clean, organized, odor-free and secured at all times. Any damage caused by Contractor's staff to items such as closets, door jambs, doors, furniture, baseboards, walls, etc. is the Contractor's responsibility and shall be repaired and/or replaced at the Contractor's expense. Supplies will be kept in their original packaging or in bottles with manufacturer provided labels identifying them. Door propping of any kind will not be allowed at any City/SWS facility.

4.11.17. Security Alarm System

Contractor's personnel shall not be allowed in City/SWS facilities outside of normal designated janitorial scheduled hours unless he/she is performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by SWS personnel. Keys shall not be left in the door locks. The Contractor shall be responsible for securing/locking the interior and exterior portions of the facilities. All workspaces shall be locked, and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Electronic security system(s) (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the Contractor is in the space. The Contractor is not to block open occupant or exterior doors for any reason. Contractor's personnel shall close and lock the door of each office/suite both during and at completion of the cleaning. It will be Contractor's Representatives, Managers, and Supervisors responsibility to check behind their employees to make sure the above requirements are being met. Failure to meet these requirements will result in a written notice of deduction. Where applicable, the Contractor shall be charged per call-out should the Contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

The Contractor's personnel are to close and lock any exterior windows and shall immediately report to their supervisor and SWS personnel, problems dealing with unauthorized or suspicious persons; conditions indicating theft, break-in, or vandalism; and building system failures. The Contractor's employees shall report to emergency personnel situations involving: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

4.11.18. Keys

The Contractor shall be issued building keys, where applicable, for the performance of services as specified herein. A lost or stolen key jeopardizes the security of City/SWS facilities, and the Contractor shall be solely responsible for all costs incurred by the City/SWS in rekeying the lock system. No keys shall leave the facility, be duplicated, shared, or loaned out. A designed key exchange system will be identified at each location. These keys, along with all other master

keys carried by Contractor, its agents, or employees will remain in the building at all times. Workers are not to use keys to open any offices for any other person or open the door while in the office to admit any person even if recognized as a tenant of the area. Failure to comply will result in the Contractor's dismissal of the employee. Keys will be secured in a key exchange system each night. Only designated employees will have an entry key. If keys are not returned to key exchange system nightly, Contractor may be penalized at any time. A departmental designee may direct the Contractor to surrender, on demand, all keys issued to Contractor for access to specific areas. At selective sites that don't have lock boxes, the contractor will be assigned key responsibilities. Keys must remain secure at all times, while in the contractor's possession. The Contractor is prohibited from using these keys for any purposes outside of this contract.

4.11.19. Damages

The Contractor will be responsible for all damages to the facility or contents caused by the Contractor during the performance of their duties. The Contractor shall protect all furnishings. All damage shall be repaired or replaced, at the option of the City/SWS, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects. The contractor must not use any unnecessary methods to try and repair damages caused to City/SWS property. No propping doors of any kind will be allowed.

4.11.20. Removal of items

The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized in writing by the City/SWS.

4.11.21. Energy Conservation

Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. Light, power, water necessary for the performance of the work and storage space for small equipment and materials will be furnished by the City. In order to conserve power at night, Contractor's personnel shall only turn lights on while working in their designated areas of the buildings and shall turn off any lights left on by tenant or Contractor upon completion of the cleaning.

4.11.22. Employee Training Program

Contractor shall provide only personnel that have received full training for the performance of this work. Supervisors shall have training in supervision and technical training in janitorial services. Training shall be in the following areas:

- 4.11.22.1. Proper cleaning techniques required to perform to the standards noted in the specifications, and in accordance with the awarded contract
- 4.11.22.2. Contract specification cleaning requirements when available: the use of Green Seal certified cleaning products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals. This is to limit the use of bleaches and acid-based projects due to potential exposure to children in facilities. This training shall be performed at each facility.

- 4.11.22.3. The Contractor will provide a log of all cleaning chemicals SDS sheets to be located at each facility kept in a three (3) ring binder, indexed, and clearly labeled Janitorial SDS.
- 4.11.22.4. All janitorial contract personnel in addition, will need to receive proper safety training in all aspects of custodial/housekeeping operations from the janitorial company.

4.11.23. Safety Program

The Contractor shall submit to the SWS, a written safety program. This program shall include at a minimum, detailed training procedures on the following:

- Safe work habits, including usage of PPE
- Safe use of cleaning chemicals (right-to-know) SDS Sheets
- Safe use of cleaning equipment
- Proper use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
- Proper handling of hazardous materials and biological waste (blood-borne pathogens)
- Recognizing hazardous or other materials, which are not allowed for use in this contract

4.11.24. Procedures

- 4.11.24.1. The Contractor shall provide floor care procedures using products that meet Worldwide Cleaning Industry Association standards.
- 4.11.24.2. All cleaning chemicals shall be stored in properly labeled containers at all times. Containers shall have tight-fitting lids and original packaging shall be used when possible
- 4.11.24.3. Any added or replacement staff hired throughout the life of the awarded contract shall also complete safety training prior to beginning work in the City facilities. Documentation of training completion shall be kept by the Contractor and be available to the Department designee upon request.

*Contractor(s) will be responsible for supplying their own materials, equipment, and personal protective equipment to be used for cleanup of City locations that may have areas soiled by, or contaminated with human bodily fluids such as blood, vomit, urine, feces, or saliva.

4.11.25. Tools and Equipment

The Contractor shall furnish and maintain all equipment necessary for properly maintaining all City/SWS buildings. The City's newer facilities are LEED Certified. These facilities are identified with a LEED Certification prominently displayed at

the main entrance. In order to maintain the Certification, the Contractor will only use LEED approved, tools, equipment, and chemicals for that specific LEED facility. The Contractor shall provide an equipment inventory list, identifying all equipment by age and condition used to provide the services required by this RFP. Contractor will provide all necessary tools, equipment, supplies, of the following: carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners with beater bar, trash liners, cleaning rags, and all other cleaning equipment. These items must be kept in good working order that meets all OSHA standards. The City reserves the right to inspect equipment to be used in performance of this awarded contract. Any equipment determined to be in poor condition must be replaced immediately, at the Contractor's expense. Failure to provide suitable equipment for carrying out all the requirements of this contract may be grounds for termination.

4.11.26. Materials, Supplies, and Chemicals

All equipment and cleaning material will be clearly marked and identified as Contractor's property. The contractor is not to use any equipment owned by the City/SWS. All cleaning supplies, materials, and tools used in the performance of this work shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards for safety, be effective for commercial applications including high traffic areas and shall not damage the facilities being cleaned. The City/SWS shall have the right to prohibit the use of any process, material, supply, or tool which may damage City/SWS property, or which may be a risk to employees, the public, or others using City/SWS facilities.

The Contractor will use only LEED approved supplies, equipment, and tools at LEED facilities in order to maintain the LEED Certification.

The Contractor shall provide all chemicals, supplies, and equipment. All cleaning chemicals and other supplies used by the Contractor must be used in accordance with all federal, state, and local laws, comply with Safety Data Sheets (SDS) standards and be used in conjunction with necessary safety equipment including PPE. Safety Data Sheets (SDS) must be on-site and available for all chemicals stored and used within a service area on the first day the products are put in use. The contractor will provide portable eyewash bottles in each janitorial closet and janitorial service cart. Low Volatile Organic Compound (VOC) chemicals shall be used when available to keep unwanted or chemical odors at a minimum. Recycled products are encouraged unless otherwise specified in the contract. It is recommended that materials and products used have the following environmentally friendly characters:

- Low or neutral PH - floor cleaner
- Non-acidic bowl cleaner

Avoid using cleaners that have the following characteristics:

- Flashpoint below 200F
- Contain SARA 313 Title III chemicals
- VOC above 5%

- Contain chlorine, hypochlorite, or phosphates

Janitorial closets located in City/SWS facilities shall be assigned to the Contractor for storing supplies. The closets used by Contractor shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any City/SWS janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City/SWS staff, the public, or Contractor's employees.

Supplies should be stored on site and accessible to City/SWS staff so that they may restock if needed or spot clean at times when the janitorial staff is not in the building.

The Contractor is required to make certain all products provided can be used in existing dispensers at each location. This includes utilizing the chemical dispensing units (i.e. SmartCenters) that are located within most facilities. If the Contractor wishes to switch out dispensers it must be first approved by the Department designee and at no additional cost to the City/SWS.

The Contractor shall supply all toilet paper, paper towels, toilet seat covers, sanitary napkins, disposable bags, hand soap, hand sanitizer, air fresheners, and urinal screens including but not limited to those listed below. All supplies shall be stored in the janitor's closet in an organized, orderly manner. Contractor shall be responsible for receiving and distribution of janitorial supplies. All supplies shall be immediately transferred to its designated storage area. The City/SWS shall not be responsible for any deliveries of damaged, stolen, missing products belonging to the Contractor. No City/SWS staff shall receive or be held responsible for any documentation associated with deliveries. There should be at least a 1-week surplus of supplies kept at each facility at all times.

1. Two-ply toilet tissue, where supported by the dispenser
2. Recycled multifold towels or roll paper towels, depending on the dispenser
3. High-quality commercial grade floor finish
4. Commercial grade floor stripper
5. Commercial grade floor spray buff
6. Commercial grade neutral floor cleaner
7. Glass cleaner
8. Ajax or the equivalent
9. Stainless steel polish oil base (aerosol only)
10. Hand soap to fill existing dispensers
11. Spot cleaner for carpet spot removal
12. Acid-base bowl cleaner/ non-acidic bowl cleaner
13. Disinfectant cleaner for bathroom floors
14. Deodorizing agent for floors
15. Toilet bowl brushes
16. Urinal screens
17. Spray bottles, Multipurpose spray cleaner/ disinfectant
18. Rags
19. Dusters
20. Buffing pads (high speed and stripping pads)

21. Trash can liners to fit all types of trash cans, including barrel liners (heavy duty), kitchen trash cans, office trash cans, bathroom trash cans, etc.
22. Disposable seat covers for commodes
23. Carpet extraction cleaner
24. Defoamer
25. Vacuum with a beater bar and necessary accessories (brushes, belts, bags)
26. Dust mop head/handle (multiple may be needed for larger sites)
27. Mop head/handle – separate mop head/handle will be required for bathroom cleaning
28. Mop bucket with wringer
29. Window squeegee/handle
30. Broom
31. Dustpan
32. Protection mats for elevators and foyers
33. Hand sanitizer where supported by the dispenser.
34. Air Freshener where supported by the dispenser.
35. Sufficient buffers to service all sites monthly (please provide number of buffers that will be provided).
36. Buffing, scrubbing, polishing pads to complete monthly floor buffing at all sites.
37. Sufficient floor scrubber machines to service all sites monthly (please provide number of buffers that will be provided)

4.12.1. SWS's Responsibility

4.12.1.1. RFP Administration

The SWS shall be responsible for administering this contract. Staff shall inspect and approve services provided for compliance with the specifications prior to payment. The Department designee shall perform inspections of each area to ascertain compliance with the specifications listed in the RFP and contract.

4.12.1.2. Deliverables Required of Successful Contractor

The successful Contractor(s) shall submit the following items to the SWS's assigned department designee within thirty (30) days of initiation of the contract award:

1. The complete work schedule for daily, weekly, monthly, quarterly, semiannual, and annual services for all facilities. The schedule shall include a set day and location for monthly review meetings with the SWS's Department designee.
2. A full list of Employees and their assigned cleaning locations and titles.
3. Copy of the current Safety Data Sheet (SDS) for all chemicals that shall be used in the performance of the contract; posted in a three (3) ring binder in each janitor's closet;

4. List of all cleaning products (brand names) to be utilized, how each shall be used, and the Green Seal Standards (if applicable and available) that are met;
5. Documented list of employee training programs showing that all employees have been trained according to specifications contained in the contract prior to the commencement of the contract;
6. National background checks for all personnel assigned to work under this contract. The Contractor shall be responsible for the costs associated with this process. The City reserves the right to approve/refuse any prospective employees of the Contractor as a result of the national background check.
7. The successful Contractor(s) shall submit the following items to the SWS's Department designee assigned within ten (10) working days of initiation of the contract award:
 - City of Raleigh business license
 - Compliance with E-Verify.
8. If new, complete appropriate paperwork to become a Contractor for the City/SWS and be added to the City's Contractor list.
9. Surety performance bond issued by an admitted surety insurer authorized to conduct business in the State of North Carolina.
10. Contractor(s) must conduct daily supply inventory reports and submit a monthly copy to The SWS's contract representative or designee. At the end of the year the contract vendor should conduct a usage data analysis and submit it to Department Designee.

APPENDIX I

PROPOSAL COST FORM

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

\$ _____.

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

Firm Name: _____

Authorized Signature _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

PROPOSAL COST DETAIL FORM

| Solid Waste Services Sites | Address | Frequency of Cleaning | Square Footage | Hours On-site | Year 1 Price | Year 2 Price | Year 3 Price | Renewal Year 1 Price | Renewal Year 2 Price | Line Total |
|--|--------------------|-----------------------|----------------|-----------------------|--------------|--------------|--------------|----------------------|----------------------|------------|
| Wilder's Grove - Admin Bldg | 630 Beacon Lake Rd | 5 days/week | 44,130 | Mon-Fri (after close) | | | | | | |
| Wilder's Grove - Fueling Station Restroom | 630 Beacon Lake Rd | 5 days/week | 3,574 | Mon-Fri (after close) | | | | | | |
| Wilder's Grove - Pike Bldg Restroom | 630 Beacon Lake Rd | 5 days/week | 1,104 | Mon-Fri (after close) | | | | | | |
| Yard Waste Center | 900 N New Hope Rd | 5 days/week | 1,104 | During Business Hours | | | | | | |
| Day Porter includes Admin Bldg, Fueling Station Restroom | 630 Beacon Lake Rd | 5 days/week | | During Business Hours | | | | | | |
| Wilder's Grove - Vehicle Wash Bay - Power Wash | 630 Beacon Lake Rd | Semi-annual | 6,912 | During Business Hours | | | | | | |
| Wilder's Grove - Admin Bldg Tiled Floor Rewaxing | 630 Beacon Lake Rd | Semi-annual | | After Business Hours | | | | | | |
| Wilder's Grove - Admin Building Carpet Shampooing | 630 Beacon Lake Rd | Annual | 7,700 | After Business Hours | | | | | | |
| | | | | Annual Totals | \$ | \$ | \$ | \$ | \$ | \$ |

| | | | | | | | | | |
|--|----------|--|--|------|--------|-----------------------|-------|---------|--|
| <div>APPENDIX II</div> <div>PROPOSER QUESTIONNAIRE</div> | | | | | | | | | |
| 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: | | | |
| 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. <u>Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.</u> PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES. | | | | | | | | | |
| 1. | Company: | | | | | | | | |
| Contact Person: | | | | | | Title: | | | |
| Phone: | | | | Fax: | | | | E-Mail: | |
| Describe Scope of Work: | | | | | | | | | |
| 2. | Company: | | | | | | | | |
| Contact Person: | | | | | | Title: | | | |
| Phone: | | | | Fax: | | | | E-Mail: | |
| Describe Scope of Work: | | | | | | | | | |
| 3. | Company: | | | | | | | | |
| Contact Person: | | | | | | Title: | | | |
| Phone: | | | | Fax: | | | | E-Mail: | |
| Describe Scope of Work: | | | | | | | | | |
| 4. | Company: | | | | | | | | |
| Contact Person: | | | | | | Title: | | | |
| Phone: | | | | Fax: | | | | E-Mail: | |
| Describe Scope of Work: | | | | | | | | | |
| 5. | Company: | | | | | | | | |
| Contact Person: | | | | | | Title: | | | |
| Phone: | | | | Fax: | | | | E-Mail: | |
| Describe Scope of Work: | | | | | | | | | |
| The undersigned swears to the truth and accuracy of all statements and answers contained herein: | | | | | | | | | |
| Authorized Signature: | | | | | | | Date: | | |

APPENDIX III
REFERENCE QUESTIONNAIRE
(Instructions)

274-SWS02112025-JS25 SWS Janitorial Services FY25

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

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

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

274-SWS02112025-JS25 SWS Janitorial Services FY25

(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, **Kathleen Mitchell**, via email to Kathleen.mitchell@raleighnc.gov no later than **3:00 p.m. EST, April 17, 2025** and **MUST NOT** be returned to the company requesting the reference.

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

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

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

Comments:

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

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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

Comments:

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

Comments:

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

| | |
|-------------|---------------|
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |
| Name: _____ | Rating: _____ |

Comments:

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

Comments:

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

Comments:

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

Comments:

APPENDIX IV

MWBE PARTICIPATION FORM

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

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.*

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

*MWBE Classifications:

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

☐ **WORK TO BE SELF-PERFORMED**

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

MWBE SUBCONTRACTORS

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

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

*MWBE Classifications:

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

Total Estimated MWBE Utilization*

\$ _____

Total Proposal Amount*

\$ _____

Percent Estimated MWBE Utilization*

_____ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

APPENDIX IV

MWBE PARTICIPATION FORM

(REMOVE THIS FORM AND USE THE ABOVE FORM IF COST IS ESTIMATED TO BE BELOW 300K)
IDENTIFICATION OF MWBE PARTICIPATION FOR FORMAL CONTRACTS

Contract amount is \geq (greater than or equal to) \$300,000.00

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

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

MWBE Classifications:

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

☐ **WORK TO BE SELF-PERFORMED**

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

MWBE SUBCONTRACTORS

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

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

*MWBE Classifications:

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

Total Estimated MWBE Utilization* \$ _____

Total Proposal Amount* \$ _____

Percent Estimated MWBE Utilization* _____ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Compensation; Time of Payment**

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

2. **Workmanship and Quality of Services**

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

3. **Non-discrimination**

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

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

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

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

5. Assignment

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

6. Applicable Law

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

7. Insurance

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

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

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

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

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

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

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

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

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

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

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

8. Indemnity

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

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

9. Intellectual Property

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

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

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

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

10. Force Majeure

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

11. Advertising

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

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

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

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

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

13. Communications

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

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

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

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

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

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

a. Communications Plan Approval:

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

b. Accessibility Requirements:

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

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

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

c. Languages:

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

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

d. Content:

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

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

14. Cancellation

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

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

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

15. Laws/Safety Standards

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

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

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

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

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

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

b. Environmental Protection

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

c. Employee Education and Training

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

16. Applicability of North Carolina Public Records Law

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

17. Miscellaneous

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

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

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

18. Right to Audit and Access to Records

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

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

APPENDIX VI

EXCEPTIONS TO THE RFP

CHECK ONE:

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

| # | RFP Page #, Section, Name, Title, Item # | Exceptions (Describe nature of Exception) | Explain Why This is an Issue | Proposed Alternative | Indicate if exception is Negotiable (N), or Non-negotiable (NN) |
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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: |
| | | |