

Vendor Name: _____

CITY OF WILSON NORTH CAROLINA



REQUEST FOR PROPOSALS

Janitorial Services

RFP# 2022-21

Issue Date: 09/15/2022

Mandatory Pre-proposal Conference and Site Visit: 9/29/2022 @ 9:00 am

Proposals Due: 10/13/2022 at 3:00pm

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INTRODUCTION:

The City of Wilson is well positioned at the interchange of two major highways I-95 and US 264. It is also conveniently located in between the cities of Raleigh and Greenville on US 264. The City of Wilson is seeking proposals from qualified Contractors to furnish all supervision, labor, equipment, and the option with supplies (Vendor Provided) or without supplies (City Provided) necessary to provide complete and efficient janitorial services to the buildings listed in this RFP under Locations and Pricing. The City expects to choose whether or not it will furnish supplies.

RFP SCHEDULE:

Note: Dates are subject to change.

RFP Advertisement Date	9/15/2022
Pre-Proposal Meeting	9/29/2022 @ 9:00am
Pre-Proposal Site Visit	9/29/2022 @ 9:00am
Questions Due and City Response Issued as Addendum	10/06/2022
RFP due date	10/13/2022
Estimated Award Date	11/01/2022
Estimated Start Date	12/01/2022

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PRE-PROPOSAL SITE VISIT INFORMATION

Note: This will be held rain or shine. A sign-up sheet will be available at each site to confirm vendor has visited each site.

Name	Address	City	State	Zip	Est. Sq Ft
Municipal Building- (City Hall)	112 Goldsboro St N	WILSON	NC	27893	36,000
Police Station (Main)	120 Goldsboro St N	WILSON	NC	27893	10,878
Gig East	127 Goldsboro Street	WILSON	NC	27893	9,048
Police (Central)	1001 Goldsboro St N	WILSON	NC	27893	5,000
Transit Building	320 E Nash St	WILSON	NC	27893	8,275
Customer Service Building-Finance	208 W Nash St	WILSON	NC	27893	25,000
Police (Annex)	2313 Stantonsburg Rd SE	WILSON	NC	27893	4538
Police (Train)	108 Lodge Street	WILSON	NC	27893	1,000
Wastewater Offices/Lab	3100 Stantonsburg Rd SE	WILSON	NC	27893	3,529
Police Station (South)	700 N Ward Blvd-Hwy 301	WILSON	NC	27893	2654
City Hall Annex -Planters Bank Building	104 Goldsboro St./ 201 Nash St NE	WILSON	NC	27893	8,500
Pistol Range	3100 Stantonsburg Rd SE	WILSON	NC	27893	1,000
Parking Deck	212 Broad St. W.	WILSON	NC	27893	Stairs/ Elevators
Admin Building	Operations (OPS) Center 1800 Herring Ave E	WILSON	NC	27893	44,546
Purchasing - Building # 200	OPS Center 1800 Herring Ave E	WILSON	NC	27893	2,000
Garage- Building # 300	OPS Center 1800 Herring Ave E	WILSON	NC	27893	3,000
Transformer Test Shop	OPS Center 1800 Herring Ave E	WILSON	NC	27893	400
Gas/Elec Meter Shop	OPS Center 1800 Herring Ave E	WILSON	NC	27893	8,250
Stormwater Building	OPS Center 1800 Herring Ave E	WILSON	NC	27893	3,000
Broadband Building	OPS Center 1800 Herring Ave E	WILSON	NC	27893	9,250
Broadband Line	OPS Center 1800 Herring Ave E	WILSON	NC	27893	600
Employee Health and Wellness Center	OPS Center 1800 Herring Ave E	WILSON	NC	27893	3,000

INSTRUCTIONS TO VENDORS:

1. **PROPOSALS:** In order for a proposal to be considered, it must be based on terms, conditions and scope of services contained herein and other attachments and on the submittal instructions below. The proposal must be a complete response to this RFP. All bids must be for the entire scope and partial pricing bids will **not** be considered for award.

2. **PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will be held at **9:00 A.M.** Eastern Standard Time, on **09/29/2022**, located at the City of Wilson Operations Center 1800 Herring Avenue in Building 100 EOC Room. The purpose of this Conference is to allow all potential Proposers an opportunity to present questions and obtain clarifications relative to this solicitation. Attendance is mandatory, all potential proposers are required to attend and read the entire solicitation in advance. Any changes resulting from this Conference will be issued in a written Addendum to the solicitation.

3. **SITE VISIT:** Site Visits will be conducted on **09/29/2022** a. See Schedule. Attendance is required in order to be able to understand the scope of work. As indicated herein, Contractor(s) will be responsible for the complete cleaning of all building areas listed and as such shall properly inform themselves of areas to be cleaned, size of buildings, existing conditions, existing dispensers, etc. Failure to familiarize yourself with the buildings and conditions will not relieve the Contractor of their responsibilities under any contract.

4. **LATE PROPOSALS:** Proposals received after the date and time specified will not be considered for award.

5. **DISCREPANCIES AND OMISSIONS:** Should a Proposer find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, he/she should at once notify the City of Wilson, and a written Addendum shall be issued. The City will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the Addendum. Acknowledgment Form included in the Proposal. In closing of a contract, any Addendum issued shall become a part thereof. Any exceptions by the contractor to any portion of this RFP will need to be attached on a separate page after the Execution of Bid/Proposal page.

6. SUBMITTALS:

Read, Review, and Comply- It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

One (1) hard copy Original (1) electronic copy in PDF format of your overall proposal response with attachments listed below. The original proposal should be marked "Original". The copies must consist of all documents that are included in the "Original" Proposal and must be signed by an authorized representative. The City may elect to require oral presentations after receipt of the proposals.

Execution: Failure to sign the Bid/Proposal Execution Page in the designated space shall render bid non-responsive, and it will be rejected.

Proposals must include the following information:

- Cover Letter
- Executive Summary (not to exceed 2 pages). Include a description and history of the company, services provided, and explanation of how the proposed services/solution best fit the City of Wilson's needs.
- Statement of any conflicts of interest your firm or any key individuals of the firm may have with the project or City of Wilson.
- Statement of Qualifications to demonstrate the ability to meet RFP requirements. (office locations, organizational structure, number of years in business, capacity to perform all requirements, experience in the industry, reliability, staffing capacity, proposed daily / weekly / monthly / special schedule of services, and any subcontractors).
- List of projects of similar size and scope
- Locations and Pricing Sheet completed
- MWBE/HUB business participation sheet information filled out
- Certificate of Insurance (COI)
- References
- Execution of Proposal/Bid sheet complete and signed
- Summary (not to exceed 1 page) of how and why your company will best serve the needs of the City of Wilson.
- Attach an additional page for any exceptions to this request for proposal

Contractor's overall capabilities, quality control of contract, experience, references, records, cost submittals and the information provided in each response.

All communication, questions, or information requests should be submitted to:

City of Wilson
Attn: Ricky Wilson, Purchasing Manager
PO Box 10
Wilson, NC. 27894-0010

*If using Fed-Ex, UPS, or Hand Delivering Responses please use address 1800 Herring Ave E. Wilson, NC 27893.

Proposals must be received no later than **3 pm on 10/13/2022** to be eligible for consideration. No requests will be accepted after that time.

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TERMS AND CONDITIONS

1. DEFAULT AND TERMINATION:

- a) In the event of default by the Vendor, the City may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the City may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the City. 01 NCAC 05B.1520.
- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the City shall have the right to terminate the Contract by giving thirty (30) days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the City, become the property of the City, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the City's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract, and the City may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. The City, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the City as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- c) If this Contract contemplates deliveries or performance over a period of time, the City may terminate this Contract for convenience at any time by providing sixty (60) days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the City, become its property. If the Contract is terminated by the City for convenience, the City shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement. It is the contractor or vendors responsibility to only accept an authorized purchase order from the city to guarantee award of a contract and payment.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. Invoices are preferred by the City to be sent by e-mail to cowaccts@wilsonnc.org
7. **NON-DISCRIMINATION:**
 - a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
 - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
8. **PERFORMANCE:** It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the City solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.

The City may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).
9. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
10. **ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
11. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the

issuing purchasing authority and solely as a convenience to the Vendor, the City may:

- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.

12. INSURANCE: *A copy of Contractors Insurance Certificate is required to be submitted upon award.*

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

13. GENERAL INDEMNITY: The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims 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 The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature

against the City's agents who are involved in the delivery or processing of Vendor deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

14. **CONFIDENTIALITY**: Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
15. **COMPLIANCE WITH LAWS**: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **ENTIRE AGREEMENT**: This document and any others incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This document, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
17. **AMENDMENTS**: This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
18. **FORCE MAJEURE**: 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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
19. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
20. **E-VERIFY**: Contractor understands that E-Verify is 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 of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.

21. **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
22. **EVALUATION OF BID:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
23. **BID/PROPOSAL PUBLIC RECORD:** All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
24. **RECOMMENDATION OF AWARD:** The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
25. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
26. **INSPECTION AT VENDOR'S SITE:** The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
27. **PRICE ADJUSTMENTS:** A requested price increase may only become effective after approval of the City of Wilson Purchasing Manager in writing. Price increases will need to have sufficient justification as to the reason why the increase is being requested. The City will need 30 days written notice before price increases can become effective, failure to notify the City of a price increase will result in payment of invoice at prior written contracted/agreed upon pricing until the conditions are met. A price decrease will only need to be communicated to the Purchasing Manager for documentation purposes.
28. **LIQUIDATED DAMAGES:** The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:

If the Vendor does not provide an expected day's service or repetitive incomplete service for a required City location, the Vendor's next invoice may be reduced to only pay for the lapse or non-worked service for that day at a prorated rate based upon the hourly, daily, monthly, or

annual rate by using the figures in the awarded contract on the locations and pricing sheet.

29. VENDOR REGISTRATION: All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link.
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>

30. SUBCONTRACTING: Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the City. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

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EVALUATION AND AWARD CRITERIA

Based on the evaluation criteria outlined below, all Proposals will be evaluated and scored. Written or oral discussions may be requested to resolve issues relating to individual proposals.

1. **Evaluation Criteria** – Proposals will be evaluated by submissions and the below.

- Cover Letter
- Executive Summary
- Conflicts of Interest
- Statement of Qualifications
- List of projects
- Pricing
- MWBE/HUB business
- References
- Execution of Proposal/Bid sheet
- Summary
- Exceptions

2. Award of Contract

The City reserves the right to award to the Contractor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered but shall not be the sole determining factor. Once the proposals are ranked and the most qualified firm is determined, the City may conduct further negotiations, and/or request presentations from the firm to further assist in the clarification of information and selection process.

The City reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the City of Wilson.

SCOPE OF SERVICES:

This Scope of Services will become an integral part of the contract between the City of Wilson and the Contractor. The Contractor hereby agrees to provide services and/or supplies to the City of Wilson hereafter known as the "City" pursuant to the provisions set forth below. In the event of a conflict between terms in this RFP and this agreement, this agreement shall control.

1.0 PURPOSE:

The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide Janitorial Services for all listed City of Wilson facilities. This service will include all interior areas of the City Buildings (exception of mechanical areas and other unauthorized areas) and incidental exterior tasks such as trash cans and litter.

2.0 INVOICE PAYMENT:

Invoices submitted will be paid net (30) days. Invoices shall be forwarded to the City's Designated Representative for review and payment approval. To ensure receipt of timely payment, monthly invoicing shall include the following: The word "Invoice" must be stated at top of billing/Purchase Order Number (assigned each contract year)/Dates of Service/Building Name(s)/Service Completed/Bill Rate & Total

3.0 TERMS OF CONTRACT:

The initial term of the contract will be from Date of Award through June 30th with the option to renew for subsequent years (for one year periods) through June 30th of each year at the sole discretion of the City. The City shall make notice of such intent to renew approximately sixty (60) days prior to the expiration of the current term. Any renewal shall be based on satisfactory performance by the Contractor(s) during the previous years for the services provided. Other than provided herein, service rates will remain firm for the term of the contract, including any renewals.

4.0 CANCELLATION OF CONTRACT:

The City reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued or responsibilities prior to the effective date of cancellation.

5.0 CITY DESIGNATED REPRESENTATIVE:

The City will have a designated contact for the janitorial services company Facilities Lead Alan Lucas, is identified as the City's overall designated representative for this contract: wlucas@wilsonnc.org.

6.0 BACKGROUND:

The City of Wilson takes pride in its facilities; therefore, it is intended that premises be maintained at a high standard of cleanliness. The Janitorial Scope of Services, and the Detailed Janitorial Service Frequency & Specifications are intended to indicate the minimum required level of services. All items not specifically included but found to be necessary to properly clean the buildings, shall be included. It is understood that complete and satisfactory service will be provided as required and would extend beyond the specifications listed. Information particular to each building, which will assist you in determining proposal prices is stated in the corresponding Building Information and Proposal Form.

7.0 WORK REQUIREMENTS:

It is the intent of the City that premises be maintained at a high standard of cleanliness. The Janitorial Scope of Services in conjunction with the attached is intended to indicate the required minimum level of services. All items not specifically included but found to be necessary to properly clean the buildings, shall be included. It is understood that complete and satisfactory service will be provided as required and extends beyond the specifications listed. All contracted service employees will adhere to the City of Wilson's COVID Policies & procedures as updated. Reference the: [Locations and Pricing Section of this RFP](#).

8.0 SCHEDULES/TIMELINES FOR BUILDINGS:

A. Weekday Evening Services: Janitorial schedules vary between the buildings. Unless otherwise noted, evening janitorial service is typically performed after the close of building operations, between the hours of 5:00 PM & 11:00 PM.

B. Weekday Daytime Services: Due to business operations and security issues, some areas will require daytime services only versus evening services. Some janitorial services (i.e. annual floor care, etc.) will still need to be scheduled for afterhours. The Contractor and site contacts are to be in communication to complete janitorial services with the least amount of disruption to the general public and business operations between the hours of 7:00 AM & 5:00 PM.

C. Weekend Service: For specific required or scheduled services only depending on location or need.

D. City Holidays: Annually the City is closed for twelve (11) to thirteen (13) holidays. No janitorial services are required while the City is closed for holidays unless directed by the Designated Contract Representative. The exact holiday dates will be shared with the awarded Contractor(s). Often, this is an opportune time to perform

additional detailed services such as floor stripping/waxing. If the contractor chooses to perform additional services during designated City holidays, it must first be approved by the Designated City Representative at no additional cost to the City. The Contractor is only excused from service on the dates recognized in the City's designated holiday schedule. Some City locations/departments will be closed to the public for additional Holidays or staff days. If janitorial is typically scheduled on these days, the Contractor should use these days to complete more detailed janitorial specifications such as blind cleaning, upholstery and carpet spot cleaning, etc.

E. WHEN THE CITY OF WILSON IS CLOSED, HAS A DELAYED OPENING OR CLOSURES EARLY:

If the City is closed, has a delayed opening, or closes early due to weather, building or security situation, notification will be made as soon as possible to the Janitorial Contractor. Janitorial employees are expected to make all reasonable attempts to report for duty as scheduled, and except in an emergency, stay on site until their supervisor releases them from duty. If the City or a specific building closes, and janitorial services are not provided, invoicing should be pro-rated to reflect services not performed. Closing information is typically posted in these 3 locations: • Contacting the Facilities Services Lead - Alan Lucas (252)-373-1163 • VISITING City of Wilson main page at www.wilsonnc.org • WATCHING local news stations • If there is no information posted in these 3 locations, janitorial service scheduling for City services will proceed as normal. • Evening and Day Janitorial service employees are to take direction for changes in schedule from their supervisor. • If the City closes and Evening or Day Janitorial Staff are dismissed from the regular schedule, an invoice credit may be requested. • When a time is selected for the City to close early, it may take several hours for a particular building to actually end its operations and close the facility (if at all). • 24-hour City facilities typically do not close and will require service upon request during periods of emergency or inclement weather. The Janitorial Contractor is responsible for contacting site representatives so there is no misunderstanding in the janitorial service schedule.

9.0 JANITORIAL COMMUNICATIONS LOG:

A Janitorial Communication Log will be kept on site at most locations. The use of this log is encouraged by both the Contractor and Building Occupants to leave notes to each other regarding areas that require attention. The Communication Log is not to be used as a substitute for relaying important, emergency or timely information. In these cases, the Contractor, Building Contact and/or City Representative should be in verbal communication with each other. Response and Resolution: When requests are noted in the Communications Log, during janitorial inspections or via contact from the City Representatives, response and resolution is expected by the next regularly scheduled service unless otherwise discussed.

10.0 PRODUCTS TO BE PROVIDED BY JANITORIAL CONTRACTOR:

All dispensers and fixtures attached to the building and free standing are required to be

filled with product provided by the janitorial contractor. This includes antibacterial soap, hand sanitizer, air freshener, toilet seat covers, toilet tissue, paper towels, urinal cartridges, trash can liners, etc. It is the Contractors' responsibility to make themselves familiar with all dispenser and fixture locations, types and counts. If dispensers are replaced due to damage or for cost savings, all efforts will be made to replace with the same type/mfg. so consistency is maintained. All necessary cleaning products will be provided by the City but, the equipment (vacuum cleaners, transportation vehicles, strippers, buffers, etc.) shall be provided by the janitorial contractor and included in pricing of original bid unless otherwise noted. Cleaning products and equipment are required to be stored neatly in a janitorial closet or applicable designated area. It is expected for contracted staff to conserve the use of cleaning items and supplies. We require they use only what is needed for each area. No product is to be "thinned out" unless it comes in concentrated form. Exceptions • Some City Buildings have diaper decks installed in restrooms or sanitizer wipe dispensers in other locations. The Janitorial Contractor is not required to provide diapers or sanitizer wipes. • Many Departments purchase their own additional products for restrooms such as lotions, deodorants, etc. The Janitorial Contractor is not responsible for refilling these items, just keeping them clean and orderly on counters.

11.0 JANITORIAL SAFETY TRAINING:

The Janitorial Contractor's staff is required to be trained to safely and effectively perform their work. All cleaning staff, including backup personnel, are required to receive at least 8 hours of training per year. The contractor shall provide a cumulative training log indicating the date, topic, and names of employees in attendance with each monthly invoice. Topics should vary each month, and cover standard operating procedures for cleaning different surfaces, proper toxic chemical usage and spill management, cleaning equipment maintenance, and overall general safety. Training ensures that the janitorial staff know the proper way to clean office areas, bathrooms and other publicly touched surfaces. Janitorial staff work with chemical cleaning agents and are around a host of bacteria and pathogens, therefore it is important to know how to effectively combat germs while keeping safe in the cleaning process. Sufficient janitorial training improves the overall quality of cleaning, improves the janitor's level of safety and creates fewer on-the-job accidents. The Contractor shall be responsible for all employee training and instruction in janitorial cleaning and safety measures considered appropriate. Training can be achieved through a combination of sources including janitorial supplier training, community college courses, training manuals, watching training videos, and onsite training.

12.0 SAFETY DATA SHEETS (SDS):

Contain facts about potential hazards of products used by the Janitorial Contractor. The sheets explain to employees and to emergency personnel the best way to use, store and handle the product, but more importantly, how to work safely with the product. The

information contained on the SDS, applies to people who are exposed to these products for a prolonged period of time and are not highly pertinent to a visitor or to a person with occasional exposure to the product. ALL spray bottles and containers are to be marked with the name of the cleaning product and their use.

13.0 ENERGY CONSERVATION:

Contractor shall instruct all employees performing work within facility to utilize methods which will maximize energy conservation. This shall include turning off light fixtures, closing open windows and reporting all water leaks to site contacts. Some City buildings utilize daylight and occupancy sensors along with dimmable ballasts/light fixtures. Mechanical controls for heating, ventilation and air conditioning systems shall not be adjusted by janitorial personnel.

14.0 SECURITY CLEARANCE:

The Contractor is responsible for performing annual criminal history checks on all janitorial staff providing services under this contract. A criminal history will not automatically disqualify janitorial staff from employment on a City contract unless explicitly mandated by law. It is expected that the Contractor will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform janitorial services in City of Wilson buildings. Additional background screening may be necessary at specific City buildings.

15.0 VISIBLE IDENTIFICATION:

Janitorial staff shall clearly identify themselves with a company uniform, vest, apron, logo, etc. While onsite, all Contractor employees (including owners and sub-contractors) will be required to display proper visible identification on their persons. City issued identification/Access badges are to be worn around the neck, waist, or attached to an employee's clothing in a way that enables the badge to be viewed between the neck and waist area on the outermost garment.

16.0 PROTECTING PERSONNEL, EQUIPMENT AND FACILITIES:

The Contractor shall be responsible for the protection of their employees while working onsite and remaining in the building after hours. Janitorial staff shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor providing services under this contract.

17.0 BUILDING KEYS AND CARD ACCESS:

Generally, all City buildings have card access systems. Keys and card access information required by the Contractor will be furnished by the City to a designated Contractor employee on a custody receipt and shall be returned to the City on demand.

Any loss or damage of keys or card access IDs must be reported to the City's Designated Representative immediately. Keys are to be made only by the City; no duplication is permitted by outside sources. Should lost or stolen keys or card access badges jeopardize the security of the particular City facility, the Contractor shall be wholly responsible for all costs incurred by the City. By submitting a proposal, the Contractor acknowledges that this process could be quite costly. Card Access ID badges are created by scheduling an appointment with City Representative (limited hours).

- No badge holder shall use his/her badge to allow access for another employee or person unless it is for escorting that person to a supervisor or other authorized person.
- No badge holder shall trade his/her Identification/Access badge or allow another employee or person to use their respective badge.
- Employees who report to work or an assignment without their assigned City Identification/Access badge should be sent home to retrieve their badge. Continued failure to wear the Identification/ Access badge may result in disciplinary action up to and including dismissal. A \$10.00 fee will be assessed for all lost or stolen replacement badge requests. That payment will need to be made at the Customer Services Collection Center. There will be no fee assessed for badge requests that are due to documented name changes, facility transfers, a faded photograph or if the badge loses its functionality.

18.0 ENTRANCE DOORS:

All entrance doors are to remain secured while the Contractor is in the building. Do not prop or hold open exterior doors for any reason. Do not assist entry of anyone. Do not block doors from the exterior or interior with any type of equipment.

19.0 PARKING:

The Contractor and their employees are required to park in legal public parking areas only. The City will not be obligated to provide parking for Contractor's staff. The Contractor will be able to utilize designated loading/unloading areas but must move their vehicle to a public parking area after the vehicle has been loaded/unloaded. Parking on grass, sidewalks, curbs, driveways, or in reserved parking areas is not permitted, and subject to towing.

20.0 EMERGENCIES:

Emergencies involving water, power, securing exit doors, etc. should be reported immediately. An emergency "on-call" number will be shared with the awarded contractor(s). Leave a message with a return phone number if no answer is received. When your call is returned, explain the emergency in detail. The On-Call Staff will determine the necessary response. For Emergency conditions such as Fire, call 911.

21.0 REPORTING REPAIRS:

The Contractor shall report any repairs needed to the designated site representative via

Janitorial Communications Log, email, or other means. (i.e. report broken dispensers, lighting, locks, slow drains etc.)

22.0 CONFIDENTIALITY: The Contractor shall protect and keep all material and information which Contractor and/or Contractor's staff may be exposed to confidential including waste materials intended for destruction or removal to a waste disposal site. Any disclosure or unauthorized removal of any information, material, or property shall be cause for immediate termination of this Contract.

23.0 PROCESS TO REQUEST REMOVAL OR REASSIGNMENT OF JANITORIAL EMPLOYEE:

Removal or reassignment of a janitorial staff member may be required at the request of the City as necessary for any reason-apparent or suspected behavior, unacceptable service work.

- All situations are different and may be abrupt (such as immediate removal by security).
 - The contractor shall be positive and timely in handling the request.
 - Conversations with janitorial employees are to be conducted by janitorial Manager/Owner.
 - Conversations with City employees are to be conducted by City staff.
1. Step One: City and Janitorial Manager/Owner to be in communication with each other as soon as possible.
 2. Step Two: As necessary, each party is to investigate the situation and create Incident Report/Written statement.
 3. Step Three: As necessary, determine a resolution ASAP.
 4. Step Four: Contractor must be prepared to train replacement personnel and have control of keys and card access badges.

24.0 CONTRACT COMPLIANCE:

The City will perform on-going contract monitoring and inspections of the Contractors adherence to the scope of services to ensure that the terms of this agreement are in compliance. The Contractor agrees to cooperate with the City in its monitoring process and shall provide documentation and/or information requested during the term of this agreement for the purpose of monitoring the services provided by Contractor.

25.0 PROPOSAL FORM(S): Each building has its own schedule and service considerations that affects pricing. Information gained during site visit and stated in Building Information will assist in completing the Locations and Pricing Section. As indicated herein, Contractor(s) will be responsible for the complete cleaning of all buildings listed and as such shall properly inform themselves of areas to be cleaned, size of buildings, existing conditions, existing dispensers, etc. *Failure to familiarize*

yourself with the buildings and conditions will not relieve the Contractor of their responsibilities under any contract, this is to include bidding with adequate staffing to insure cleaning standards are met and in the timeframe designated per location, each location is to be cleaned to set standards as requested daily unless otherwise specified. The Proposer is to photocopy the Proposal Forms, complete and submit for each building. Each column on the proposal form is to be filled in by the Bidder. (unless information is established and filled in by the City).

26.0 ADDITIONAL, SPECIAL, OR EMERGENCY SERVICES PROPOSAL

FORM: There are circumstances which require additional janitorial services to be performed. The Contractor may be requested to provide janitorial staff to perform services outside of the regular schedule or contracted location(s), but within scope of services and detailed specifications. (i.e. City Hall, Customer Service, Ops Center etc.) during times of peak use. The Contractor will make every effort to accommodate the City's requests for emergency clean up outside of normal hours within a reasonable time frame (4 hours). It is typical in these situations for the City to close or block off an area which requires emergency clean up, until the janitorial staff can address. Note: Designated meeting rooms in City buildings are rentable to the general public. When janitorial services beyond the normal schedule are required, the janitorial contractor will be contacted by the Facilities Use Coordinator for rectifying the issue. The cost of additional, special, or emergency janitorial services outside of regularly scheduled hours will be based on the contractor's fully loaded Man-Hour labor rate(s) requested on the respective proposal form. A minimum of two (2) hours may be invoiced to the City for additional, special or emergency Services. Invoices resulting from Additional, Special, or Emergency Services are required to be invoiced separately from regular monthly invoices.

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SERVICES

DAILY:

Offices, Hallways, Conference Rooms, Elevators, Entry Ways and Common Areas:

- ✓ Empty all wastebaskets and only when needed change soiled liners
- ✓ Sweep and wet mop all non-carpeted floors as needed
- ✓ Vacuum all carpet areas as needed
- ✓ Clean glass windows on interior and exterior building access doors
- ✓ Clean and disinfect all water fountains
- ✓ Wipe down door handles and door bars

Restrooms and Locker Rooms:

- ✓ Sweep and wet mop with proper disinfectant cleaning product all bathroom floors and locker rooms
- ✓ Clean bathroom fixtures with proper disinfectant cleaning product on fixtures such as sinks, urinals, toilets, countertops, mirrors, door handles, and dispensers
- ✓ Wipe Down tile walls and toilet stalls
- ✓ Pour disinfectant cleaner down drains in bathrooms and janitorial closets to prevent entry of sewer gas and odors.

Cafeteria Area, Kitchens and or Breakrooms:

- ✓ Clean and disinfect all mirrors, sinks, counters, fixtures, and tables including wiping down outsides of microwaves and refrigerators.
- ✓ Sweep and or wet mop floors as needed

WEEKLY:

- ✓ Empty cigarette receptacles
- ✓ Stairwells

MONTHLY:

- ✓ Clean exhaust vents in restrooms and air conditioning vents/return grills and surrounding ceiling tile areas in buildings
- ✓ Clean door jambs as needed
- ✓ Spot clean walls within 72" of floor as needed
- ✓ Dust window sills and common areas

LOCATIONS AND PRICING:

Name	Address	Cost per Month	Cost Annually
Municipal Building- (City Hall)	112 Goldsboro St N		
Police Station (Main)	120 Goldsboro St N		
Gig East	127 Goldsboro Street		
Police (Central)	1001 Goldsboro St N		
Transit Building	320 E Nash St		
Customer Service Building-Finance	208 W Nash St		
Police (Annex)	2313 Stantonsburg Rd SE		
Police (Train)	108 Lodge Street		
Wastewater Offices/Lab	3100 Stantonsburg Rd SE		
Police Station (South)	700 N Ward Blvd-Hwy 301		
City Hall Annex -Planters Bank Building	104 Goldsboro St./ 201 Nash St NE		
Pistol Range	3100 Stantonsburg Rd SE		
Parking Deck	212 Broad St. W.		
Admin Building	Operations (OPS) Center 1800 Herring Ave E		
Purchasing - Building # 200	OPS Center 1800 Herring Ave E		
Garage- Building # 300	OPS Center 1800 Herring Ave E		
Transformer Test Shop	OPS Center 1800 Herring Ave E		
Gas/Elec Meter Shop	OPS Center 1800 Herring Ave E		
Stormwater Building	OPS Center 1800 Herring Ave E		
Broadband Building	OPS Center 1800 Herring Ave E		
Broadband Line	OPS Center 1800 Herring Ave E		
Employee Health and Wellness Center	OPS Center 1800 Herring Ave E		
Total Price - (turn-key with supply cost but without tax)	Supervision, Labor, and Equipment with Vendor Furnished Supplies		
Deduct (supply cost)	City Furnished Supplies (Supplies Only)		
Total Price (without supplies and tax)			

REFERENCES:

Firms responding to this request will need to provide three references below that they are currently under contract with. Ideally, the references would be with a similar type of set-up such as multiple locations and building types.

Firm	Contact Name	Phone Number and E-mail

Remainder of page intentionally left blank

CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to sign for the Vendor]

MWBE/HUB BUSINESS PARTICIPATION:

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City of Wilson invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? **Yes** **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification: _____

The Bidder has the responsibility to make a good faith effort to solicit minority proposals. We encourage all Bidders even MWBE/HUBs to obtain the goal where subcontracting and supplier opportunities exist. Please provide information in the below chart, if not applicable write N/A.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

EXECUTION OF PROPOSAL/BID

By submitting this proposal the potential contractor certifies the following:

An authorized representative of the firm signs this BID.

It has required insurances and experience to perform the services required.

The cost and availability of all equipment, materials, supplies associated with performing the services described herein have been determined and include in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. (Please not exceptions in attachment if contractor does not agree.)

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

LICENSE NUMBER: _____ TELEPHONE NUMBER: _____

E-MAIL: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____

DATE: _____

(Signature) _____

(Typed or printed name) _____

**THIS PAGE MUST BE SIGNED ABOVE AND INCLUDED IN YOUR BID.
UNSIGNED BIDS WILL NOT BE CONSIDERED! LEAVE BELOW BLANK FOR CITY.**

ACCEPTANCE OF BID - CITY OF WILSON

BY: _____ TITLE: _____

DATE: _____

A valid City of Wilson Purchase Order Number is needed to begin work, submit invoices, and obtain payment