

REQUEST FOR PROPOSALS

RFP # 2009-15

TITLE: JANITORIAL SERVICES (One Year Contract, Renewable for Two Additional One Year Periods)

USING AGENCY: CITY OF WILSON, NORTH CAROLINA

ISSUE DATE: July 15, 2009 @ 10:00 a.m.

ISSUING AGENCY: CITY OF WILSON  
P.O. BOX 10  
WILSON, NORTH CAROLINA 27894-0010

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified below.

Sealed Proposals subject to the terms and conditions made a part hereof will be received until 10:00 a.m., Monday, August 3, 2009 in the office of the Purchasing Manager at 1800 Herring Avenue, Wilson, North Carolina for furnishing services described herein.

This is a Request for Proposals for janitorial work, in accordance with the enclosed specifications, to be performed at the Transit Center located at 320 East Nash Street, in Wilson. The contract will be for one year and shall be renewable for two, additional one-year periods. **A prebid meeting will be held at the Transit Center on Wednesday, July 29 @ 10:00 a.m. Attendance at this prebid meeting will be considered in the bid evaluation, therefore attendance is recommended.**

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

Direct all inquiries concerning this RFP to: Richard Williams  
(Address shown above)  
(252) 399-2405  
[rwilliams@wilsonnc.org](mailto:rwilliams@wilsonnc.org)

For site visits, contact: Gronna Jones  
(252) 399-2489

**INTRODUCTION**

This Request for Proposal is issued to provide a standard for accepting proposals for housekeeping services rendered by the Contractor whose proposal is accepted by the Owner. The period of the contract is one year and is renewable for two additional one-year periods. Any deviations from these specifications should be specifically noted in the offeror's proposal.

**SCOPE OF SERVICES**

(Requirements are **mandatory** unless specifically designated as desirable/optional.)

**MATERIALS**

The contractor is to furnish all necessary cleaning materials including but not limited to cleaning compounds, soap, wax, polishes, sealers, paper towels, toilet tissue, urinal screens, trash bags etc.

**EQUIPMENT**

The contractor is to furnish all equipment in sufficient quantity to provide the proper cleaning. Equipment must be kept in a clean and orderly state of operation. The contractor will have use of janitor closets and storage space as designated by City of Wilson but it is the responsibility of contractor to keep such designated areas in a safe, clean and orderly condition at all times.

**QUALITY OF WORKMANSHIP**

All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of the City of Wilson. The contractor shall provide sufficient staffing for the satisfactory performance of this work at the frequencies and the within the time frames specified. The Contractor shall establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed before the level of service becomes unacceptable to the City of Wilson. All documentation used for the quality control program shall be made available for review by the City of Wilson.

**PERSONNEL QUALIFICATIONS**

All personnel used by the Contractor for the performance of this work shall be properly trained and qualified to perform custodial services of the type and scope as described herein. The Contractor shall provide evidence of qualifications of any personnel performing work under this contract upon request by the City of Wilson. The City of Wilson reserves the right to refuse to accept services from any personnel deemed by the City of Wilson to be unqualified, disorderly, or otherwise unable to perform the assigned work.

Contractor is responsible for instructing all its personnel as to the City of Wilson security and safety regulations.

One or more designated supervisors qualified and trained in directing janitorial services of the type and scope as described herein shall adequately supervise all janitorial personnel. The designated supervisor shall be available at all times while work is in progress to receive notices, reports, or requests from the City of Wilson.

The Contractor shall obtain criminal background checks on all contract personnel at the start of this contract or upon employment, and at least once per year thereafter. The Contractor shall inform the City of Wilson of any criminal convictions of any type for any contract personnel within five days of obtaining the information.

The Contractor shall supply the City of Wilson with a list of all custodial personnel used for the performance of this work, and shall keep the list updated at all times.

### **CLEANING FREQUENCY SCHEDULE**

#### **Daily**

1. Dust windowsills, desks, tables, all furniture, rails of glass walls and window blinds.
2. Clean telephone handsets.
3. Vacuum carpet.
4. Clean and polish stainless steel in elevator.
5. Empty and change bags of all trash/garbage containers.
6. Remove all spider webs and dust build up.
7. Sweep restrooms and all tiled floor areas including the stairwell.
8. Mop bathrooms and all tiled floor areas including the stairwell, removing all spots and stains.
9. Clean, disinfect and deodorize toilets.
10. Fill soap, toilet paper and paper towel dispensers.
11. Clean sinks, countertops and mirrors in bathrooms.
12. Clean both sides of all glass doors.
13. Remove trash between seats in all waiting areas.
14. Clean the seats and any grime from between them in all waiting areas.
15. Remove all trash.
16. Clean basin of water fountains.
17. Clean ashtrays.
18. Empty water in mop bucket before storing in cleaning closet.

**As Needed, Not Less Than Quarterly**

1. Strip and wax downstairs floors
2. Clean inside and outside of downstairs windows.
3. Clean carpet.
4. Clean upholstered furniture.
5. Clean outside of upstairs windows.

**As Needed, Not Less Than Monthly**

1. Clean inside of upstairs windows.
2. Clean both sides of glass walls.

**OTHER CONTRACT REQUIREMENTS**

1. All doors must be locked while contractor is cleaning and after the building has closed.
2. After cleaning the transit offices upstairs, the elevator and stairwell doors must be locked.
3. Before leaving, contractor must secure building with all doors closed and locked.
4. Contractor must report any malfunctioning equipment to someone in the Transit Office.
5. Contractor's representative must meet at least once a month with the Transportation Administrator to work performance.
6. The contractor shall furnish MSDS for all cleaning products used or supplied in the course of performing this contract.
7. The taxi office, restaurant, and Greyhound Office are not included in this contract.

**EMERGENCY CLEANING**

Occasionally, a need for cleaning outside the normal scope of this contract arises. The contractor is expected to respond in a timely manner to requests from Transit to perform an emergency clean up.

**The hourly rate for one person to perform emergency clean up is: \_\_\_\_\_**

Note that more than one person at a time may be requested.

### **CLEANING ACTIVITY SPECIFICATIONS**

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. The cleaning activities are applied to the "Cleaning Frequency Schedule" to define the level of service required for each type of building area.

#### 1. GENERAL CLEANING

Pick up trash, bag and place in dumpsters, leaving area neat and free of trash. Do not remove items which do not appear to be trash; leave items which appear to be placed purposefully, and leave or turn in items which appear to be lost.

##### HARD SURFACE FLOORS

Sweep using soft hair brooms sprayed with a non-oily sweeping compound. Sweeping shall leave surface uniformly clean of all dust and surface dirt including corners and places inaccessible to the broom. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping.

Dust mop using floor mops treated with a non-oily floor mop dressing. Dust mopping shall leave surfaces uniformly clean all dust and surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the mop shall be loosened sufficiently to permit removal by dust mopping.

Damp mop using a clean mop and clean water or neutral detergent. Dust mop floor immediately prior to damp mopping to remove loose dirt and dust. Damp mopping shall leave floor clean and free from streaks, stains, and film. Scrub heavily soiled areas as needed with mop or other scrubbing equipment and strong cleaning solution to remove all heavy soil, stains, and traffic marks. There shall be no splashes left on walls, baseboards, furniture and other adjacent surfaces and floor shall be left damp, not wet. If strong cleaning solution is used, floor shall be rinsed with water.

Spray buff using a floor polishing machine and clean water or wax compatible with wax on floor. Floors shall be damp mopped immediately prior to spray buffing. Spray buff until floor is dry and glossy. If necessary, dust mop floor after buffing to remove all loose waxy residue.

Strip and refinish (vinyl tile floor): Remove all old wax and stubborn soils and stains using a rotary machine, automatic scrubber, or other equipment and liquid stripping solution. Strip areas in corners, at baseboards, and other areas inaccessible to equipment by hand other methods as necessary. The floor shall be left clean, dry, free of stripping solution and ready for new finish. Apply wax using a new mop or other equipment according to a manufacturer's instructions, applying at least two coats of wax. Wax shall be applied evenly, and shall cover the entire floor surface.

Scrub and disinfect: Scrub floor using a clean mop or other cleaning equipment and germicidal cleaner leaving floor completely disinfected, and free of streaks, stains, mildew, odor and film. Sweep or dust mop prior to scrubbing to remove loose dirt and dust. Also, wipe base clean with cloth or sponge and germicidal cleaner.

## 2. CARPETED FLOORS

Vacuum carpeted floors using a vacuum cleaner which incorporates brushing or beating action. Carpets shall be left clean of all dust and loose and imbedded dirt for their full depth. If necessary, spot clean using a dry cleaner or spot remover to leave the carpet clean of spots and stains. Edges of carpeting are to be vacuumed using crevice tools. This is to include carpeted stairs. Contractor is responsible for any damage to carpet.

Steam clean carpeted floors using a hot extraction method safe for all carpets and quick drying. Immediately prior to cleaning, vacuum, spot clean, and pretreat heavily soiled areas. If necessary, corners and areas not accessible to machines should be cleaned by hand. Moveable furniture ( not including desks, large tables, file cabinets, credenzas, and shelving units) shall be moved prior to cleaning and shall be moved back into place after carpet is cleaned, placing all furniture on moisture barriers, if carpet is damp. No rotary carpet cleaning equipment is to be used.

## 3. WALLS

Dust walls, moldings, door frames, and tops of doors using a clean cloth treated with a non-oily dressing to leave surfaces free of dust, loose dirt and webs.

Spot clean walls using a clean cloth or sponge and neutral detergent solution to leave walls free of marks, stains, and streaks.

Scrub and disinfect walls, including switch plates and incidental hardware, and vertical grilles and louvers, using a clean cloth or sponge and germicidal cleaner leaving walls and surface completely clean, disinfected, and free of streaks, stains, mildew, odor and film.

## 4. FIXTURES AND FURNITURE

Empty trash cans, bag trash, and place in dumpsters.

Replace trash can liners.

Wash trash cans using a neutral detergent solution, (germicidal cleaner for rest room trash cans), leaving the trash can clean and free of odor.

Clean and disinfect water fountains: Clean metal type fountains using a germicidal cleaner and polish sides of fountain with a clean cloth, leaving water fountain free of streaks and film. Clean porcelain type fountains using a germicidal cleaner and dry with clean cloth. If necessary, porcelain type fountains shall be scoured with abrasive cleaner to remove mineral deposits.

Dust furniture, including shelves, window sills, and all other surfaces, using a cloth treated with a non-oily dressing to remove all dust, loose dirt, and webs. Dust only those surfaces which are cleaned of papers and other possessions of the occupants.

Clean furniture by damp wiping vinyl, plastic, or leather furniture and vacuuming cloth furniture to remove all loose dirt, lint and dust.

Dust blinds using a cloth treated with a non-oily dressing to remove all dust, loose dirt, and webs.

Clean switch plates and hardware using a clean cloth dampened with neutral cleaner. Wipe dry and polish metal surfaces.

Clean vertical grilles and louvers by dusting finger duster or cloth treated with a non-oily dressing, or vacuum to remove all dust, loose dirt, lint, and webs. If necessary, clean with a clean cloth or sponge dampened with a neutral cleaner, wipe dry and polish metal surfaces.

Clean rug type mats by vacuuming or sweeping to leave mat clean of all loose dirt and soil.

Clean handrails and accessories using a clean cloth dampened with neutral cleaner. Wipe dry and polish metal surfaces.

#### 5. RESTROOM FIXTURES AND ACCESSORIES

Clean and disinfect toilet fixtures including toilet bowls, urinals, sinks, etc. using a clean cloth, brush or sponge and a germicidal cleaner. (Do not use the same cloth or sponge for toilet bowls and urinals for any other surfaces). Thoroughly scrub all surfaces, including outside of fixtures, pipes, fittings, and wall and floors in the immediate area of the fixture, leaving surfaces clean and disinfected, and free from streaks, stains, mildew, odor, mineral deposits, and film. Wipe dry with a clean cloth after scrubbing.

Clean and disinfect toilet accessories including dispensers, disposals, shelves, mirrors, partitions, etc. using a clean cloth or sponge dampened with a germicidal cleaner, leaving accessories clean and disinfected, free from streaks, stains, mildew, odor and film. Empty sanitary napkin disposals prior to cleaning. Wipe all surfaces with a clean cloth and polish metal surfaces.

Replace toilet supplies as necessary to keep supplies from running out, including toilet paper, paper towels and soap. Supplies shall be quality recycled toilet supplies in accordance with the standards of the industry, and shall be compatible with existing holders and accessories.

#### 6. GLASS

Clean door glass, both sides, and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects, and foreign materials shall be cleaned from sashes, sills, jambs, and mullions.

Clean the inside and outside of downstairs and upstairs windows.

#### 7. EXTERIOR

Clean building entrance areas to 20' outside of entrance door by sweeping concrete surfaces, removing trash, grass and other litter. Clean link mats by sweeping free of loose dirt and other foreign matter.

Clean exterior of glass entrance area and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects, and foreign material shall be cleaned from sashes, sills, jambs, and mullions. Area includes all glass storefront adjacent to the entrance doors and to 10' above ground level.

### **EVALUATION CRITERIA**

Award will be based on the criteria listed below. Criteria are listed in descending order of importance:

- Cost
- Past Performance/References
- Qualifications of personnel assigned to the project.

**The proposal shall include precise data to fully support the items above.**

**PROPOSAL CONTENT**

Each offeror's proposal must address how the firm will meet all the requirements of this RFP, with particular attention to:

A listing of the number of workers which the contractor will provide, the job titles of the workers, the number of hours that each worker will be on the job.

Work history for the supervisor who will be in charge of the work crew.

References for at least three firms for whom similar services currently are being provided. Include a contact person and telephone number for each reference.

Information demonstrating the offeror's financial stability (financial statements, annual reports, or similar data for the last three years).

Any other information deemed pertinent by the offeror.

**THE PROCUREMENT PROCESS**

The following is a general description of the process by which a firm will be selected to perform the project.

1. RFP's are being sent to prospective offerors.
2. A prebid conference will be held at 10:00 a.m. on Wednesday, July 29 at 10:00 a.m. in the Transportation Center at 320 East Nash Street in Wilson, North Carolina.
3. Questions are accepted concerning the specifications. A summary of questions and answers is sent to all prospective offerors.
4. Proposals in one original and one copy will be received from each offeror in a sealed package. Each original must be signed and dated by an official authorized to bind the firm.
5. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
6. At that date and time, the package containing the proposals from each responding firm will be opened and the name of the firm announced publicly.
7. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
8. Proposals will be evaluated according to their completeness, content, evidence of successful implementation and management of similar programs for similar organizations, commitment of the offeror to the success of the program in the City of Wilson, ability to limit transactions as specified by the City of Wilson, content and flexibility of reporting and billing mechanisms, proposed payment processes, financial incentive (e.g. rebates), range of card acceptance, and the abilities of the offeror and its staff. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the City of Wilson.

9. Offerors are cautioned that this is a request for offers, not a request to contract, and the City of Wilson reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the City of Wilson.

### **GENERAL INFORMATION ON SUBMITTING PROPOSALS**

1. Award or Rejection

All qualified proposals will be evaluated and award made to firm(s) whose proposal is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any or all offers if determined in its best interest.

2. Decline to Offer

Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to the issuing office. Failure to respond as requested may subject the firm to removal from consideration on future requirements.

3. Cost for Proposal Preparation

Any cost incurred by offerors in preparing or submitting offers is the offeror's sole responsibility, the City of Wilson will not reimburse any offeror for any costs incurred prior to award.

4. Elaborate Proposals

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal is not desired.

5. Oral Explanations

The City of Wilson will not be bound by oral explanations or instructions given at any time during the competitive process or after the award.

6. Reference to Other Data

Only information, which is received in response to this RFP, will be evaluated; reference to information previously submitted will not suffice.

7. Titles

Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

8. Time for Acceptance

Each proposal must state that it is a firm offer that may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

9. Form of Proposal

Each proposal should be submitted in a form which at the option of the City, may be incorporated verbatim into a contract.

#### 10. Exceptions

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of other terms and conditions by an offeror may be grounds for rejection of that offeror's proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

#### 11. Advertising

In submitting its proposal the offeror agrees not to use the results therefrom as a part of any news release or commercial advertising.

#### 12. Confidentiality of Proposals

In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the City, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

#### 13. Right to Submitted Material

All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors will become the property of the City of Wilson when received.

#### 14. Competitive Offer

Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

#### 15. Offeror's Representative

Each offeror shall submit with its proposal the name, address, and telephone number of the persons with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

#### 16. Subcontracting

Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

#### 17. Proprietary Information

Trade secrets or similar proprietary data that the offeror does not wish disclosed to other the personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01: 05B.1501 and G.S. 132-1.3 if identified as follows:

Each page shall be identified in bold face at the top and bottom as "CONFIDENTIAL". Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential.

## 18. Participation Encouraged

The City of Wilson invites and encourages participation in this procurement by businesses owned by minorities, women and the disabled including utilization as subcontractors to perform functions under this Request for Proposals.

**TERMS AND CONDITIONS**

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration 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 that required such alterations. The City of Wilson reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel.
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.
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:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** The City of Wilson reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the City of Wilson'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.
8. **PAYMENT TERMS:** Payment terms are Net 30 after receipt of correct invoice or acceptance of goods whichever is later.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under 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 reexamination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriter's 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 of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save the City of Wilson, its officers, agents and employees harmless from liability of any kind, including costs 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, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the City of Wilson as part of any commercial advertisement.
14. **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.
15. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted.  
However, upon written request approved by the issuing purchasing authority and solely a convenience to the contractor, the City of Wilson 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 contractor as a joint payee on the contractor's payment check
  - c. In no event shall such approval and action obligate the City of Wilson to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**  
**COVERAGE-** During the term of the contract, the contractor 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 contractor shall provide and maintain the following coverage and limits:
  - a. **Worker's Compensation-** The contractor 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 \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any for any of his employees engaged in any work under the contract.

- b. **Commercial General Liability-** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of the liability.)
- d. **Automobile Liability Insurance,** to include liability coverage, covering all owned, hired, and non owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this 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 contractor shall at all times comply with 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 this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

- 17. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party giving 30 days prior notice in writing to the other party. Such notice of cancellation, as shall required herein, be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days notice for cancellation shall begin on the day the return receipt is signed and dated.
- 18. **QUANTITIES (TERM CONTRACT ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
- 19. **PRICE ADJUSTMENTS (TERM CONTRACT ONLY):** **Any** price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
  - a. **Notification:** Must be given to the Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
  - b. **Decreases:** The City of Wilson shall receive full proportionate benefit immediately at any time during the contract period.
  - c. **Increases:** All prices shall be firm against increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the City of Wilson reserving the right to reject the increase, or cancel the contract. Such action by the City of Wilson shall occur not later than 15 days after the receipt by the City of Wilson of a properly documented request for price increases. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
  - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

RFP # 2009-15

COMPANY NAME \_\_\_\_\_

**EXECUTION OF PROPOSAL**

By submitting this proposal, the potential contractor certifies the following:

An authorized representative of the firm signs this proposal.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

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

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

The offeror has attended the mandatory conference/site visit and is aware of the prevailing conditions associated with performing these services.

The offeror can and will provide the specified performance bond or alternate performance guarantee.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offer and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services for a cost not to exceed \$ \_\_\_\_\_ per year.

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)



**ACCEPTANCE OF PROPOSAL**

CITY OF WILSON

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL**