



REQUEST FOR PROPOSALS

BUILDING CLEANING SERVICES

FAYETTEVILLE PUBLIC WORK COMMISSION

PWC2223003

**August 5, 2022,
Fayetteville Public Works Commission
955 Old Wilmington Road
Fayetteville, NC 28301**

DUE DATE: SEPTEMBER 1, 2022, Due AT 5 P. M.

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1. INTRODUCTION/PURPOSE

The Fayetteville Public Works Commission (PWC) is seeking proposals from qualified Contractors to furnish all supervision, labor, materials, and equipment necessary to provide complete and efficient cleaning services for Operations Building, Administration Building, and Customer Service Center. The estimated cleanable space square footages for each building are below. It shall be the responsibility of the Contractor to verify these square footages.

Operations Building:	76,500 sq. ft.
Administration Building:	40,800 sq. ft.
Customer Service Center:	6,800 sq. ft.

2. BACKGROUND/CURRENT STATE

PWC operates as a public authority owned by PWC of Fayetteville and is governed by four Commissioners appointed by Fayetteville City Council. PWC manages, operates, and supervises three utilities – electric, water, and sanitary sewer services – with a staff of approximately 650 employees, serving more than 118,000 customers daily.

3. TERMS AND CONDITIONS

3.1 ACCURACY OF RFP AND RELATED DOCUMENTS

PWC assumes no responsibility for conclusions or interpretations derived from technical and background information presented in the RFP, or otherwise distributed or made available during the procurement process. In addition, PWC will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by PWC other than those given in writing by the PWC through the issuance of addenda. In no event may a Proposer rely on any oral statement by the PWC or its agents, advisors, or consultants.

3.3 PWC RIGHTS

The PWC, at its sole discretion, reserves the following rights:

- A. To supplement, amend, substitute, or otherwise modify the RFP at any time;
- B. To cancel this RFP with or without the substitution of another RFP;
- C. To reject any or all proposals produced in response to the RFP; to take any action affecting this RFP, this RFP process, or the Services or facilities subject to the RFP that would be in the best interests of PWC;
- D. To issue additional requests for information, and/or;
- E. To require one or more Proposer(s) to supplement, clarify or provide additional information in order for the PWC to evaluate the responses submitted.

3.4 EXPENSE OF SUBMITTAL PREPARATION

PWC accepts no liability for the cost and expenses incurred by the Proposer in response to this RFP, including preparing requests for clarification. Each Proposer that prepares a Response shall do so at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from PWC for the costs and expenses associated with the Response.

records request.

4. SCHEDULE AND PROCESS

The following chart shows the schedule of events to prepare your organization's response. The key events and deadlines for this process are as follows:

DATE	EVENT
August 5 , 2022	Advertisement of RFP
August 18, 2022	Non-Mandatory Pre-Bid Meeting (10:00 a.m.)
August 23, 2022	Cut-off for Submitted Questions
September 1, 2022	Response Submission due by 5:00 p.m. on this date.
September 12, 2022	PWC anticipates awarding contracts on or before this date
October 3, 2022	Awardee is expected to begin their work

A Non-Mandatory Pre-Bid Meeting will be held on August 18, 2022 at 10:00 a.m. at Fayetteville PWC, 955 Old Wilmington Road Fayetteville, NC 29301, in the Skills Lab. Proposers are encouraged to attend this meeting and tour of the Facilities will immediately follow the meeting.

Requests for information or clarification of this RFP must be made in writing and addressed to Shelby Lesane, Procurement Advisor, shelby.lesane@faypwc.com. Questions should reference the topic number. Proposer to plainly mark the outside of the sealed envelope with the following information: Building Cleaning Services, Proposer's name, address, proposal due date, and time. Communication regarding this RFP via any medium other than the designated fax number or e-mail address, including phone, personal visits, etc., is prohibited.

Proposers shall provide four (4) copies of the proposal and PWC will accept proposals until 5:00 PM, September 1, 2022, in PWC Procurement Office, 1st floor, PWC Administration Building, 955 Old Wilmington Road, Fayetteville, NC 28301. Proposals received after the stated date and time will not be considered and will be returned to the Proposer unopened. Electronic proposals will not be accepted via email.

5. CONTRACT PERIOD

This RFP process may result in the award to a single Contractor for an initial contract period of nine (9) months. The initial Contract will be from October 1, 2022 until June 30, 2023. Under the same terms and conditions contained herein, and at the sole option of PWC, any resulting contract(s) may be extended for additional one (1) year periods. The total contract period will not exceed five (5) years.

6. PROPOSAL CONDITIONS

6.1 Proposals must include the following information:

6.1.1 **Cover Letter** signed by an authorized individual who commits to the terms and conditions of the company's proposal.

6.1.2 **Executive Summary**, not to exceed two (2) pages. Include a

description and history of the company, services provided, and explanation of how the proposed services/solution best fits PWC's needs.

6.1.3 **State any conflicts** of interest your firm, or any key individuals of the firm may have with the project or PWC.

6.1.4 **Statement of Qualifications** to demonstrate ability to meet RFP requirements:

- A. Include a description of office location(s), organizational structure, and number of years in business.
- B. Demonstrate capacity to fully perform all scope requirements, including experience, reliability, staffing capacity, and any subcontractors.
- C. Provide a list of projects of similar size and scope.
- D. Disclose any litigation you are currently involved in, or have been, within the past five (5) years in which the Proposer or your partners/subcontractors were a party.
- E. Provide details of how and why your company will best serve the needs of PWC.

6.1.5 **References** Proposer shall include a total of five (5) References. This must include three (3) references from current clients and two (2) references from former clients. References should be comparable in size and nature to PWC.

6.1.6 **Scope of Work** that includes a detailed account of how the Proposer will meet their requirements/scope of work outlined in the RFP.

6.1.7 **Price** that includes monthly cost details for the proposed services for each building and a total cost for each building. (Operations Center, Administration Building, and the Customer Service Center). The Proposer shall provide firm fixed pricing for their services each month.

7. **SCOPE OF WORK** The Proposer must review and provide the services as outlined in the "Specifications for Building Cleaning Services Public Works Commission Main Complex" and the "Technical Specifications Public Works Commission Main Complex". The Building Cleaning Services Specification and the Technical Specifications have been included in this RFP as Appendix A.

8. EVALUATION OF PROPOSALS

- 8.1 All qualified proposals will be reviewed and evaluated. At any time during the review, PWC may request additional information from the Proposer. Such information requests and Proposer's responses must be in writing. Information may be requested from sources other than the submitted proposal to evaluate the Proposer.
- 8.2 Evaluation criteria will include, but will not be limited to:
- A. Experience and success with similar projects of comparable size and scope
 - B. Overall responsiveness, viability, and completeness of the proposal
 - C. Demonstrated understanding of and ability to meet or exceed PWC's expectations
 - D. Personnel/subcontractor qualifications
 - E. Cost of proposed goods/services
 - F. Any other facts considered relevant by PWC
- 8.3 PWC reserves the right to select and negotiate with the successful Proposer any combination of bid line items and options.

9. AWARD OF CONTRACT

- 9.1 Award of the contract will be made to the vendor that provides the best value to PWC. PWC requires that the selected proposer enter into a Service Agreement provided as a part of this RFP. A sample of the Service Agreement is attached to this Request for Proposals as Appendix B.

VENDOR INFORMATION FORM
BUILDING CLEANING SERVICES

Name of Company: _____

Address: _____

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Federal I.D. No.: _____

SDBE, Minority or Woman Owned Business Enterprise _____ Yes _____ No

Bid Submitted By: _____

(Name Printed Out)

(Signature)

Title: _____

Date: _____

BID SHEET (Total Costs)

Base Year 1 (9 months October 3, 2022, until June 30, 2023):

	Monthly Cost	Yearly Cost
1. Administration Building	\$ _____.	\$ _____.
2. Operations Building	\$ _____.	\$ _____.
3. Customer Service Center	\$ _____.	\$ _____.

Option Year 2 (July 1, 2023, until June 30, 2024):

1. Administration Building	\$ _____.	\$ _____.
2. Operations Building	\$ _____.	\$ _____.
3. Customer Service Center	\$ _____.	\$ _____.

Option Year 3 (July 1, 2024, until June 30, 2025):

1. Administration Building	\$ _____.	\$ _____.
2. Operations Building	\$ _____.	\$ _____.
3. Customer Service Center	\$ _____.	\$ _____.

Option Year 4 (July 1, 2025, until June 30, 2026):

1. Administration Building	\$ _____.	\$ _____.
2. Operations Building	\$ _____.	\$ _____.
3. Customer Service Center	\$ _____.	\$ _____.

Option Year 5 (July 1, 2026, until June 30, 2027):

1. Administration Building	\$ _____.	\$ _____.
2. Operations Building	\$ _____.	\$ _____.
3. Customer Service Center	\$ _____.	\$ _____.

APPENDIX A

PUBLIC WORKS COMMISSION CITY OF FAYETTEVILLE NORTH CAROLINA

SPECIFICATIONS FOR BUILDING CLEANING SERVICES PUBLIC WORKS COMMISSION MAIN COMPLEX

SCOPE OF WORK: The contractor agrees to furnish all supervision, labor, materials, and equipment necessary to provide complete and efficient cleaning services. Work will be performed Monday through Friday from 6:00 p.m. until 8:30 p.m., with the exception of holidays.

Areas to be cleaned under the contract include:

1. Administration Building
2. Operations Building
3. Customer Service Center

Although a schedule for cleaning is given, it is understood that complete and satisfactory service will be provided even though “complete and satisfactory service” may extend beyond the scheduled duties.

As necessary, the contractor shall arrange cleaning operations to avoid interfering with activities of the Public Works Commission, during the contractor’s scheduled work hours. Contractor shall report anything out of order or needing repair to the Security Guard and place out of service signs as appropriate.

These specifications pertain only to occupied and authorized areas of the building. Electrical rooms, IT rooms, mechanical rooms, or any other unauthorized areas are off limits to the contractor, unless accompanied by an authorized PWC personnel. These areas may be requested to be cleaned on a periodic basis by PWC.

The term “clean” as defined here shall be construed to mean that no film, odors, stains, dust, lint, or spots can be detected on floors, walls, windows, partitions, ledges, trim, moldings, doors, furnishings, fixtures, or any other surface specified for cleaning within the building.

MATERIALS AND EQUIPMENT: Unless specified otherwise, the contractor agrees to furnish all cleaning supplies and equipment necessary to perform the services required by this agreement. The contractor shall furnish all cleaning supplies, materials, machinery including but not limited to ladders, appliances, supervision, and labor necessary to provide complete janitorial services for the spaces specified. Services shall be provided in all interior areas of the premises to provide a clean, neat, and attractive appearance by performing the functions described herein. The contractor shall practice green cleaning standards and make careful selection of cleaning products and equipment to ensure they are packaged ecologically, environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable, and minimize the use of harsh chemicals and the release of irritating fumes.

All products and procedures must meet the manufacturer’s specifications for all building materials and fixtures; i.e., carpeting, terrazzo, ceramic tile, light and plumbing fixtures, etc.

PWC will furnish all paper products, hand soap for dispensers, and can liners.

All chemicals to be used on the premises for the purpose of performing the janitorial services shall be approved by Public Works Commission prior to use. A copy of all safety data sheets must be provided to the Public Works Commission for evaluation purposes. Once approved, all products used at the buildings shall have a safety data label attached to the container. The contractor shall keep on site up-to-date SDS book(s) that meet PWC policy requirements.

INSPECTION: The contractor shall accompany a designated representative(s) of the Public Works Commission on regular monthly inspections of the work at any time during Public Works Commission business hours. The Public Works Commission reserves the right to make inspections to determine if service is being performed to specifications and reserves to request more than monthly inspections as needed. A written weekly and/or monthly performance report may be requested. Performance will be based on the Public Works Commission's evaluation of results, not the frequency or method of performance.

EMPLOYEES OF CONTRACTOR: The Public Works Commission reserves the right to approve or disapprove any employee of the contractor assigned to work in this building. Janitorial staff will have access throughout the building; therefore, none of the janitorial staff may have a police record for anything more serious than traffic or parking violations. The contractor shall be responsible for performing background checks on employees. The contractor shall be responsible for instructing his employees as to the rules and regulations governing Public Works Commission owned buildings. The contractor agrees to be responsible for and shall provide general supervision of all its employees working under this contract. Whenever any employee(s) is working, **there shall be a designated supervisor on site at all times** directing his/her work.

The Contractor shall require that all employees abide by the following rules:

1. All employees shall wear clean uniforms and display identification badges provided by the contractor at all times while on the premises.
2. PWC will provide Key scan cards and keys for building access to Contractor's Employees daily. Key scan cards and keys are nontransferable between Employees. If a Key scan card is lost the Contractor shall pay \$10 for each replacement card. The Contractor's onsite supervisor will be responsible for maintaining a log of all Key scan cards and shall be responsible for issuing the cards daily.
3. They shall be of good integrity and character.
4. Unless materials are identified as trash, employees shall not disturb any papers, boxes or other materials except that which is in trash receptacles or designated areas for trash collection.
5. They shall report any property loss or damage or to their supervisor immediately. The supervisor shall report such damage within 24 hours to the Public Works Commission in writing, specifying the location and extent of damage. Each instance of property loss or damage shall be individually reviewed by the client and the contractor. A penalty shall apply only when both PWC and the contractor mutually agree to the substance and cost of the loss or damage.
6. They shall not open drawers, file cabinets or use any telephone unless given specific approval by the Public Works Commission.

7. They shall not leave keys in doors or admit anyone into the building or office who is not a designated employee of the contractor. All doors which are locked upon entry shall be immediately relocked.
8. They shall not remove any articles or materials from the premises regardless of its value or regardless of any employees or tenants' permission. Trash items are to be placed in dumpsters or trash cans designated for that purpose. No outside trash collected other non-PWC locations shall be placed in PWC dumpsters.
9. Contractor's supervisor shall turn off lights as necessary and check all doors on completion of the work to ensure that doors are locked.
10. Contractor must report any equipment or systems found to be out of order to PWC Facilities Maintenance Department no later than the following business day. Contractor shall report any emergency condition immediately to PWC Facilities Maintenance and post out of order signs as appropriate.
11. They shall abide by all Federal, State, and Local Health & Safety regulations as well as Public Works Commission safety rules.
12. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The Contractor shall provide the Contract Administrator with the name, location, telephone number, and E-mail address of the supervisor specifically designated for this contract. The supervisor shall be available at all times, while contract work is in progress, to receive notices, reports or requests from the Contract Administrator. The single point of contact and other supervisor employees/job managers must be able to read, write, and speak English. The single point supervisor will be capable of correcting reported discrepancies, as necessary. The on-site supervisor shall be on site while the work is ongoing.
13. The Contractor shall maintain service every day and make his entire work force assigned to PWC available to secure the facilities for protection of life and property in the event of emergencies, snow, ice or disaster such as, but not limited to, hurricanes, tornadoes, floods, and fires. The Contractor or employees shall perform all work as directed by PWC and shall keep all pertinent records of work performed.

COMPLAINTS:

The contractor shall correct all complaints within a 24-hour time period. All complaints, both major and minor, shall be investigated during the same working day. Those that cannot be handled for reasons beyond the contractor's control shall be reported directly to the Public Works Commission Facilities Maintenance Department. The Public Works Commission reserves the right to deduct up to 25% of the amount of monthly payment during any period when the contractor fails to correct reported deficiencies covered by the specifications. Should improvement of performance not be satisfactory to the Public Works Commission, the contract will terminate.

**PUBLIC WORKS COMMISSION
CITY OF FAYETTEVILLE
NORTH CAROLINA**

**TECHNICAL SPECIFICATIONS
PUBLIC WORKS COMMISSION MAIN COMPLEX**

I. GENERAL:

A. RESTROOMS:

Restroom cleaning is understood to have the highest priority in the Owner's building. Clean and service all employee and public restrooms daily. Wash urinals, water closets, mirrors and lavatories with approved cleaners and disinfectants. Floors in these rooms shall be swept and then mopped with an approved disinfectant and cleaner which will not harm or remove any floor finishes. All surfaces, including commodes, urinals, mirrors, counters and sinks shall be cleaned and disinfected. Commodes and urinals shall be cleaned with disposable items that are disposed of after cleaning commode and/or urinal in each toilet room. Items used to clean commodes and urinals shall not be used in turn for cleaning other items or wiping down other surfaces. Clean exterior of commodes and urinals first, followed by cleaning of the interior. Commodes and urinals shall be cleaned with quality materials using techniques, which will remove and prevent any formation of encrustations or stains under lids, ledges or rims. Cleaning materials or work methods must not harm any restroom surface or fixture.

Towel dispensers, soap dispensers, and toilet paper holders shall be checked and refilled daily. Stocking of refill supplies in the area of the dispensers is not permitted. All stock items shall be stored in PWC designated janitorial closets.

The use of highly scented disinfectants, objectionable or odoriferous cleaners, air fresheners and deodorant blocks shall not be permitted.

B. OFFICES AND PUBLIC AREAS:

General cleaning of these areas shall include but not be limited to: dusting and removal of soil, stains, smudges and marks from furniture, elevators, doors, walls, cubicle partitions, overheads etc.; cleaning, vacuuming, and spot removal of all floor surfaces; the removal of trash from wastebaskets and other waste material labeled as trash to the dumpster.

C. FLOOR CARE:

1. Floors shall be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors shall be left in a clean, orderly and safe condition. For all floor types, including carpet, resilient materials, tile, terrazzo, etc., the cleaning products and procedures shall meet the specifications and recommendations of the flooring manufacturer. Contractor shall provide PWC a carpet cleaning schedule for occupied areas. Contractor shall also insure that "Wet Floor" signs are displayed as needed where floors are being mopped.

2. Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris and standing water, and shall present a uniform appearance when dry.
3. Floor finish is understood to be used as a preservative and also as a safety (non-slip) factor. Finish shall be applied only to appropriate areas free of residual dirt and buildup.
4. Removal of spots or stains on carpet shall not damage the fiber and will follow any manufacturer guidelines.

D. WINDOWS:

Interior windows and glass surfaces will be spot cleaned as needed. It is expected that the Contractor shall utilize their own ladders to clean high reach glass areas in a safe and efficient manner.

E. AIR CONDITIONING AND HEATING REGISTERS/CEILINGS AND BATHROOM EXHAUST GRILLS:

These are to be kept clean and free of dust, cobwebs, and build-up that detract from the overall appearance.

F. WALLS AND DOORS:

Both exterior and interior doors, whether glass, metal, or wood, are to be kept clean and free from dust, spots, and handprints as needed.

II. DETAILED INSTRUCTIONS:

A. GENERAL OFFICE AND PUBLIC AREAS:

Computer keyboards, computer screens, typewriter keyboards and calculators shall not be cleaned in any manner by the custodial service provider. The user of the equipment shall be responsible for its cleaning. The remainder of the workspace will be dusted by the custodial service provider, provided that the PWC employee has removed books, papers, etc. from the surface to be cleaned.

1. MONDAY, WEDNESDAY, FRIDAY (DAILY AS NOTED):

- a. Empty all recyclable wastebaskets (blue containers) on Wednesday and Friday and trash receptacles in office spaces daily. Clean wastebaskets and receptacles as needed. Empty and replace trash can liners for all kitchenettes, break rooms, lunchrooms, etc. daily. Recycled cardboard will be picked up daily in kitchenettes and other designated areas.
- b. Dust and clean smudges from all furniture surfaces; including built-in cabinets, desks, chairs, tables, lamps, filing cabinets, shelves, sills and ledges from a reasonable height. This task should be accomplished in a manner that

does not disturb any of the objects placed on the surface. A complete cleaning and polishing of the furniture top surface shall be done anytime it is clear of all objects. When completed, the surface should have no oily residue. Cleaning products shall meet manufacturer's recommendations.

- c. Clean and sanitize telephones with a damp cloth using disinfectant. Extreme care must be used not to spray or drip any water or cleaning liquid into the telephones.
- d. Clean, sanitize, and polish drinking fountains and sinks (daily).
- e. Vacuum all carpeted areas; including corridors, pathways within offices, conference rooms, and lobbies in major traffic areas (daily as needed but minimum of Monday, Wednesday and Friday).
- f. Dust mop and wet mop all non-carpeted floors.
- g. Vacuum all rubber or carpeted mats as needed (daily).
- h. Vacuum upholstered surfaces as needed.
- i. Clean both sides of all glass exterior doors.
- j. Empty outside trash receptacles and cigarette receptacles (at entrances) and change liners (daily).
- k. Sweep outside entrance areas. Pick up trash around entrance and drive-through areas (daily).
- l. Keep janitorial closets clean and orderly.
- m. Secure doors and turn off unnecessary lights after completion of work in the immediate area, unless otherwise instructed (daily).
- n. Clean and polish elevator floors, tracks, walls, doors, jambs and ceilings as needed.

2. WEEKLY:

- a. Clean soil marks, fingerprints, dust, etc. from sills, ledges, baseboards, wall paneling, interior doors, and wall moldings.
- b. Vacuum and spot clean all carpeted areas, including but not limited to, beneath desks, tables and other furniture completely. Vacuum the balance of all carpeted areas not vacuumed under the daily cleaning.
- c. Vacuum and spot clean all upholstered surfaces, including furniture, wallpaper, cubicle walls, etc. as needed.

- d. Clean wall-mounted pictures, glass display boards, wall ornaments, fire extinguisher cabinets, and any other glass surface.
- e. Spot clean to remove all marks from walls around light switches and door jambs.
- f. Clean and polish door plates, jambs, thresholds, handles and hardware.
- g. Spray-buff all resilient tile areas to restore an original waxed appearance.
- h. Clean all interior windows completely.

3. MONTHLY:

- a. Brush or vacuum air returns, vents and areas around vents, and other areas as needed.
- b. Clean both sides of all windows on the first floor, both interior and exterior, that were not covered under the weekly frequency. Clean all interior surfaces of exterior windows.
- c. Vacuum draperies and wall hangings.
- c. Vacuum, brush or dust all high areas including walls, ceilings, and moldings.
- d. Dust and clean cove base.
- e. Clean light fixtures by dusting the bottom surfaces and the top recessed area for indirect light fixtures in offices and other areas. Spot clean exterior surfaces as needed.

Refinish Resilient and non-carpeted flooring in spot areas as needed based on the recommendation given by the PWC representative.

4. QUARTERLY:

Apply a coat of floor finish on resilient flooring where spray buffing will not bring it back to an original waxed appearance. Clean exterior and interior windows in main lobby of Operations Building, hallway area outside main meeting room, break room and adjacent fitness center.

5. SEMI-ANNUALLY:

Refinish resilient flooring in high foot traffic corridors and lobbies where a wax build-up or a yellowing appearance is present. Refinishing is not necessary if applying a coat of wax will return the clear, clean appearance.

6. ANNUALLY:

Refinish all resilient and no carpeted flooring by stripping and waxing where applicable. Apply as many coats as recommended by manufacturer. Clean all carpeted areas annually as recommended by manufacturer.

B. RESTROOMS:

1. DAILY:

- a. Check and fill or replace as needed; hand soap dispensers, toilet paper and paper towel dispensers.
- b. Empty trash containers. Clean and disinfect containers. Change liners.
- c. Clean mirrors.
- d. Remove spots from partitions and walls.
- e. Clean and sanitize basins. Polish faucets.
- f. Clean and sanitize toilets including seats. Polish plumbing fixtures.
- g. Clean and sanitize urinals. Polish plumbing fixtures.
- h. Clean and sanitize countertops.
- i. Mop and sanitize tile floors.
- j. Remove any graffiti that will scrub off.

2. WEEKLY:

- a. Wash and sanitize walls where applicable.
- b. Wash and sanitize metal partitions and railings.
- c. Clean doors and jambs.
- d. Place water in floor drains to prevent sewer gas.
- e. Brush or vacuum air returns, vents and area around vents.
- f. Vacuum/ brush all high areas including walls, ceilings, and light fixtures.

3. MONTHLY:

Scrub tile floors as recommended by the manufacturer. Grout lines are to be uniformly clean.

C. EMPLOYEE LOUNGES:

1. DAILY:

- a. Wash and sanitize tabletops, counter tops, and cabinets. Damp clean chair seats and backs as needed.
- b. Clean mirrors, glass surfaces, and interior surfaces of windows.
- c. Vacuum/clean all carpeted areas or mats as required.
- d. Sweep and damp mop all resilient flooring.
- e. Empty trash receptacles, disinfect, and install new liner.
- f. Clean sink and outside surfaces of all appliances.
- g. Spot clean to remove all spots and marks from walls and doors.
- h. Clean and polish door hardware and thresholds.
- i. Clean smudges, fingerprints, dust, etc. from furniture, including chairs, tables, lamps, shelves, etc.
- j. Vacuum and spot clean upholstered surfaces as required.

2. WEEKLY:

Spray-buff resilient tile floor to restore an original waxed appearance

3. MONTHLY, QUARTERLY, SEMI-ANNUALLY, ANNUALLY:

SEE ITEMS LISTED UNDER OFFICE AND PUBLIC AREAS:

II.A.3; II.A.4; II.A.5; II.A.6 RESPECTIVELY

APPENDIX B

SERVICE AGREEMENT

For the internal use of Fayetteville Public Works Commission only

Requester/Responsible Employee: _____

Project Title: _____

Contract Number: _____

(Assigned by Procurement)

Account String (w/Budget Code): _____

(for project funding)

Not to Exceed Amount: _____

Completion or Termination Date: _____

Work Scope/Purpose: _____

Notes: (1) This Service Agreement may be utilized for all services (including legal, accounting, and consulting services). However, (a) for services subject to G.S. 143-64.31 (including but not limited to engineering and surveying services), PWC must first comply with the applicable RFQ requirement, unless exempted by law; and (b) for Information Technology, as defined in G.S. 143B-1320, PWC must first comply with applicable RFP requirements set forth in G.S. 143-129.8.

(2) A purchase order must be generated by Procurement and approved by the CFO to encumber funds.

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between Fayetteville Public Works Commission ("PWC"), a North Carolina public authority, and

_____ [insert service provider full legal name] ("Provider"), a _____ [identify the type of legal entity and State in which formation was accomplished] (each of PWC and Provider is a "Party" and both are collectively the "Parties"). The Parties agree as follows:

1. Services. PWC retains Provider to perform the following service(s): [INSERT ONE SENTENCE OR MORE DESCRIBING THE SCOPE OF WORK TO BE PERFORMED (including any contemplated contract administration) AND ANY DELIVERABLES TO BE RECEIVED BY PWC or attach a scope of services "as Exhibit A hereto incorporated herein by reference"] (the "Services"). In the event of a conflict between the provisions of this Agreement and the provisions of any attachment or exhibit to this Agreement, the terms of this Agreement shall govern. Provider shall not make any written or verbal statement to any news media or for any marketing purposes concerning the Services without the prior written consent of PWC.

2. Service Standards. Provider shall perform and deliver the Services in accordance with (a) the professional skill and care ordinarily exercised by other providers delivering services on the same or similar projects; (b) Provider's professional licensing obligations; and (c) all applicable laws. Provider shall notify PWC promptly of the discovery of errors, omissions, discrepancies, or inconsistencies in the Services rendered. If any of the Services that Provider renders or work product, which includes but is not limited to reports, analyses, designs, specifications, plans, drawings, and other documents, that Provider delivers to PWC contain errors or omissions, Provider shall promptly correct or supplement such Services at no additional cost to PWC. PWC's acceptance of, use of, or payment for such Services shall in no way alter or reduce the Service standards set forth herein or PWC's rights hereunder. Provider shall not assign or subcontract or transfer the Services or any rights under or interest in this Agreement without the prior written consent of PWC. Provider shall treat all information from PWC and work product resulting from the Services to be proprietary, unless such information is

available from public sources, and Provider shall not publish or disclose proprietary information without the prior written consent of PWC for any purposes other than the performance of the Services. [IT MAY BE NECESSARY TO EXECUTE PWC'S STANDARD NDA AND REFERENCE IT IN THIS SECTION].

3. Delivery of Services and Ownership of Work Product. [INSERT ANY SCHEDULE OF DELIVERY, TIMEFRAME OR DEADLINE AND INSERT ANY NECESSARY FORMAT AND METHOD OF DELIVERY] In the event of suspension or termination of the Services, Provider shall promptly deliver to PWC all work product completed or in progress as of the date of termination along with reproducible documents, drawings, plans, specifications, and electronic records of the completed portion of the Services upon PWC's payment of the undisputed portion(s) of Provider's invoices in accordance with Section 8, Billing and Payment. Provider grants PWC an irrevocable license to use the work product resulting from the Services of Provider. The work product delivered by Provider to PWC in connection with the performance of the Services shall not infringe any intellectual property rights of any third party. Except as otherwise specified in this Agreement, Provider shall not use for its own purposes or allow a third party to use the work product resulting from the Services without the prior written consent of PWC.

4. Compensation. [INSERT HOW THE SERVICES ARE TO BE PAID: FIXED FEE, HOURLY RATE, PIECE RATE; IF RELEVANT, WHO IS TO PROVIDE THE SERVICE BY NAME OR JOB TITLE AND EACH PERSON'S OR JOB'S RATE] Provider's rates shall not be increased during the performance of the Services without the prior written consent of PWC.

5. Payment Limitation. Notwithstanding any other provision in this Agreement, the total fees and expenses for the Services to be performed and delivered shall not exceed [INSERT MAXIMUM FEE - **THIS IS MANDATORY for pre-auditing;**] (the "Cap"). [RETAIN THE WORDING IN BRACKETS IF PAYMENT IS NOT FIXED FEE: Provider shall promptly notify PWC in writing when Provider has reached ninety percent (90%) of the Cap. The Cap is not a fixed fee to which Provider is entitled. PWC shall be obligated to pay only for Provider's actual time devoted to providing the Services and documented expenses incurred, up to the Cap.]

6. PWC's Duties. PWC shall: (a) timely provide such information in its possession, custody, or control as is reasonably necessary for Provider to perform the Services; (b) communicate promptly to Provider all decisions of PWC and clarifications that are reasonably needed by Provider; and (c) make payments to Provider in accordance with Section 8, Billing and Payment.

7. Representations and Warranties. Provider represents and warrants to PWC that Provider is duly licensed in the State of North Carolina to perform the Services. Each Party (the "First Party") represents and warrants to the other Party that the First Party is duly organized, validly existing and in good standing and has all requisite powers, rights, and authority to execute, enter into, and perform this Agreement in accordance with the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of such First Party enforceable against it in accordance with its terms.

8. Billing and Payment. Provider shall invoice PWC monthly for services performed and expenses incurred during the preceding calendar month. All invoices shall provide reasonable detail of the services performed and expenses for which reimbursement may be sought, along with supporting documentation for such expenses. PWC shall pay the undisputed

portion of each invoice within forty-five (45) calendar days after PWC's receipt of the invoice. PWC shall reimburse expenses at the lower of actual or reasonable cost, except with regard to expenses that are specifically pre-approved in writing by PWC or are set forth and included in a fixed price service arrangement. All payments from PWC to Provider shall be transferred electronically to Provider's designated financial institution, and Provider shall prior to delivery of its first monthly invoice to PWC supply the name of Provider's financial institution, routing number, and account number on the form available from PWC. Provider has the right to impose a late payment charge of one percent (1%) per month for amounts unpaid by PWC by the date due. [RETAIN THE WORDING IN BRACKETS IF PAYMENT IS NOT FIXED FEE: Provider shall maintain on a generally recognized accounting basis and retain for at least three (3) years the records supporting Provider's invoices to PWC.] In the event of a dispute regarding a monthly invoice or any portion thereof: (a) Provider shall deliver to PWC all records supporting Provider's invoice(s) in dispute within ten (10) calendar days after PWC notifies Provider of the dispute, and Provider shall cooperate with PWC to verify the accuracy of all invoices; (b) Provider shall continue to proceed diligently with the performance of the Services pending resolution of the dispute; and (c) PWC shall pay Provider in accordance with this Agreement for all Services rendered by Provider which are not the subject of the dispute.

9. Termination. Except with regard to Services to be provided for a fixed price, PWC has the right to terminate the provision of services, with or without cause, by delivering written notice of termination to Provider, and PWC shall be obligated to pay Provider only for work performed and reasonable expenses incurred until delivery of the notice of termination. Either Party may terminate an Agreement to provide Services for a fixed price for cause by delivering written notice of the cause and termination to the other Party, provided that the Party receiving the notice of termination shall have seven (7) calendar days to cure the cause cited in the termination notice. Cause shall include, but is not limited to, failure to adhere to a schedule, failure to timely pay, and material failure to produce work product that is consistent with the applicable service standards.

10. Insurance. Provider shall maintain during the provision of Services and for at least three (3) years thereafter (collectively, the "coverage period") the following insurance coverages, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC:

- (a) professional liability errors and omissions or malpractice insurance including contractual liability coverage with limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate;
- (b) commercial general liability insurance with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability;
- (c) worker's compensation insurance as required by State law; and
- (d) automobile liability insurance with limits not less than \$100,000 each person and \$300,000 each accident for bodily injury and property damage.

Prior to initiating the Services, Provider shall deliver certificates of insurance confirming each such coverage, and Provider shall direct its insurers to provide to PWC annually certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an "occurrence" basis. Upon PWC's request, Provider shall give prompt written notice to PWC of any and all claims made against the professional liability errors and omissions or malpractice insurance policy during the coverage period. Provider shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Provider fail to provide and maintain certificates as set forth herein, PWC shall have the right, but shall not the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Provider, or to seek reimbursement for said payments from Provider. Any such sums paid by PWC shall be due and payable immediately by Provider upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Provider's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Provider's obligation to maintain insurance for three (3) years after completion of the Services shall survive the termination of this Agreement.

11. Indemnification. Provider shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents and representatives ("Indemnitees") from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against one or more of the Indemnitees arising out of negligent or willful acts, violations of law, errors or omissions or breach of the obligations set forth in this Agreement by Provider or any of its employees, agents, representatives, and subcontractors. Provider's obligation to indemnify and hold harmless the Indemnitees shall survive the termination of this Agreement and shall include the duty to pay for the reasonable attorney's fees and costs associated with defending the Indemnitee(s) by the legal counsel of each Indemnitee's choice.

12. Notices. Any notice which either Party is required or desires to give the other hereunder shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified U.S. mail, return receipt requested, postage prepaid, to the addresses listed herein below, or such other address as either Party shall give to the other Party by written notice in accordance herewith. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered on third Business Day after the same is deposited in an official United States Post Office, postage prepaid, or if sooner upon the date when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

To PWC:

Fayetteville Public Works Commission
Attn: Elaina L. Ball, CEO/General Manager
PO Box 1089
Fayetteville, NC 28302

To Provider:

[INSERT MAILING ADDRESS]

“Business Day” means each calendar day that is not a Saturday, Sunday, holiday observed by the federal government for its employees, or holiday observed by the State of North Carolina for its employees.

13. Compliance. Provider hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Provider further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Provider hereby pledges, attests and warrants through execution of this Agreement that Provider complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that all subcontractors currently employed by or subsequently hired by Provider shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Provider hereby further acknowledges that the execution and delivery of this Agreement constitutes Provider's certification to PWC and to the North Carolina State Treasurer that, as of the date of the effective date of this Agreement, Provider is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Provider also shall at all times during the term of this Agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. § 60-1.4. Provider shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

14. Miscellaneous Provisions. Provider is and shall remain an independent contractor and shall undertake performance of the Services pursuant to the terms of this Agreement as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between the Parties. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either Party unless said breach or non-performance is waived in writing and signed by the Parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance, and for any such breach or non-performance each party shall be entitled to such remedies as provided by law. No consent or waiver by a Party shall be effective unless it is in writing and then only to the extent specifically stated. The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality and/or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal or unenforceable; provided, however, severability shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement that is of the

essence of this Agreement shall be void. This is the entire agreement of the Parties on the subject matter hereof, and all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between the Parties, whether written or oral, are hereby merged into the Agreement and superseded by this Agreement. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both Parties. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than the Parties. This Agreement shall be governed by the laws of the State of North Carolina without the application of the laws of any other state. The exclusive venue for all mediations and litigation and any proceedings regarding this Agreement shall be the State and Federal Courts serving Cumberland County, North Carolina, and Provider consents to personal jurisdiction in such courts. This Agreement may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. This Agreement shall be subject to execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. The titles of the paragraphs throughout this Agreement are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

15. **Morality Clause.** If, in the sole opinion of PWC, at any time Provider or any of its owner(s) or employee(s) or agent(s) (each party, owner, employee, and agent is an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by PWC or are scandalous or inconsistent with community standards or good citizenship or may adversely affect PWC's finances, public standing, image, or reputation or are embarrassing or offensive to PWC or may reflect unfavorably on PWC or are derogatory or offensive to one or more employee(s) or customer(s) of PWC, PWC may immediately upon written notice to Provider terminate this Agreement, in addition to any other rights and remedies that PWC may have hereunder or at law or in equity.

16. **[FOR LAWYERS ONLY] Legal Services.** Deposits of funds belonging to PWC shall be made to a bank trust account, and Provider shall account to PWC for the receipt and disbursement of all trust funds. Any interest earned on trust deposits shall be transferred by the custodial bank directly to the NC State Bar IOLTA foundation in accordance with applicable NC State Bar Rules. In order for Provider to represent PWC effectively, PWC shall disclose fully and accurately all relevant facts and keep Provider apprised of all developments relating to Provider's representation of PWC. All information from PWC shall be treated as privileged and confidential in accordance with applicable NC State Bar rules. Provider shall use Statewide Title as the title insurer for PWC unless PWC gives prior written consent to the use of an alternative title insurer. Provider does not guarantee the outcome of any legal representation. Statements regarding expected outcomes of legal matters are Provider's best professional estimate only, and are limited by Provider's knowledge at the time the estimates are expressed. Provider has the right to exercise its discretion to elect to withdraw from legal representation of PWC at any time upon delivery of written notice of termination to PWC. If Provider elects to withdraw from representation of PWC in pending litigation, PWC shall promptly cooperate in taking all steps necessary to free Provider from any obligation to perform further services or incur additional costs or expenses, including the execution of any documents necessary for Provider to complete its withdrawal. Copyright and other intellectual property rights in all attorney work product generated in the course of performance of the Services by Provider shall

belong to Provider and may be used by Provider, subject to the foregoing confidentiality and privilege restrictions and subject to PWC's irrevocable license to use such work product for the purposes for which it was provided. PWC is the sole intended beneficiary of the work product. Provider shall not be liable for damages caused by reliance on work product for any purpose other than that for which it was prepared.

[FOR CONSULTANTS, ARCHITECTS, ENGINEERS OR SURVEYORS] Professional Services. Except with PWC's knowledge and prior written consent, the Provider shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise the Provider's professional judgment with respect to the Services. The Provider shall disclose to PWC any business or personal relationship with any Commissioner, officer, director, manager, or supervisor of PWC.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

Fayetteville Public Works Commission

[INSERT PROVIDER FULL LEGAL NAME]

By: _____
Elaina L. Ball, CEO/General Manager

By: _____
(Printed Name) (Title)

Date: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
Rhonda Haskins, Chief Financial Officer