



**Request for Proposals
274-HR202106-SSP**

Title: Safety Shoe Program

Issue Date: December 22, 2021

Due Date: January 31, 2022, not later than 2:00 P.M. EST

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: Human Resources

Direct all inquiries concerning this RFP to:

Wanda Hughes

Health and Safety Analyst

Email: wanda.hughes@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

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

The City of Raleigh, North Carolina is seeking proposals for a Safety Shoe Program to provide safety shoes for city staff in the Human Resources Department, Safety Division (Group 1) and in the Raleigh Water Department (Group 2).

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at: <https://www.ips.state.nc.us/IPS/>.

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

Contact Name	Email Address
Wanda Hughes	wanda.hughes@raleighnc.gov

Questions submitted via telephone will not be answered.

1.2 Background

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

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

The employees of Raleigh work on different surfaces and terrains and need foot protection to protect their feet from the various hazards they encounter such as heat, cold, wet, swamps, forests, culverts, and other surfaces in the city. The right safety shoe will protect the foot and ankle with the support it needs with the goal of preventing an injury.

1.3 Request for Proposal (RFP) Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Advertisement Date	December 22, 2021
Pre-Proposal Conference (if required)	N/A
Deadline for Written Questions	January 10, 2022 by 5:00 P.M. EST
Response to Questions	January 18, 2022 by 5:00 P.M. EST
Proposal Due Date and Time	January 31, 2022 by 2:00 P.M. EST
Evaluation Meeting (anticipated)	Week of February 14 th , 2022

1.4 Pre-Proposal Conference

If the City of Raleigh elects to conduct a Pre-Proposal Conference or Site Visit, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3).

1.5 Proposal Questions

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

It is important that all Respondents submitting to this RFP periodically check the North Carolina Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

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

Contact Name	Email Address
Wanda Hughes	wanda.hughes@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 Proposal Submission Requirements and Contact Information

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

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DEIVERY SERVICES:</u>
City of Raleigh ATTN: Wanda Hughes PO Box 590 Raleigh, NC 27602-0590 RFP No. 274-HR202106-SSP Safety Shoe Program	City of Raleigh ATTN: Wanda Hughes 310 W Martin St, Ste 120 Raleigh, NC 27601 RFP No. 274-HR202106-SSP Safety Shoe Program

Proposers must submit:

- A. one (1) signed original
- B. one (1) electronic version of the signed proposal
- C. and ten (10) copies of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City’s proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

1.7 MWBE Participation Form

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

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

1.8 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the

general public who submit public record requests. *Any proprietary data must be clearly marked.* In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm’s proposal being removed from consideration.

1.10 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.11 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Proposals Required Document Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past three (3) years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Financial Information

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal

guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION. "

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative demonstrating how your organization would handle the City of Raleigh's Shoe Program. From the paperwork required, to the setup of the schedule, showing up and working with the City of Raleigh's employees and then the billing aspect. There is also the make up truck that comes 1 ½ to 2 months later for those who missed the truck. Explain how you work with the company – independently or as a team.

Tab 5: Team Firm, Experience and Certifications

Advise if the same account manager, billing manager or support staff will be assigned to work with the City of Raleigh, or will it be random as to who our contact will be. Please describe how each one of these individuals will assist. Provide level of experience you have with various shoes in knowing the quality of the various shoes.

Tab 6: Cost

In a separate sealed envelope provide a minimum of ten (10) complete copies of pricing worksheet. Attach any additional pricing details. Pricing worksheet is located in Appendix 1B.

2.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

3 PROPOSAL EVALUATION

3.1 Proposal Evaluation Criteria (Stage 1)

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	15		
Firm Financial Stability	20		
Project Understanding/Scope of Services	30		
Experience	15		
Proposed Cost	20		
Total Score (without Interview/Demonstrations)			
Interview/Demonstration (if applicable)	5		
Final Score (with Interview/Demonstrations)			

Score Points

- | | |
|---|------------------------|
| 0- Missing or Does Not Meet Expectation | 2- Meets Expectation |
| 1- Partially Meets Expectation | 3- Exceeds Expectation |

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

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

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

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

3.2 Interview/Demonstration (Stage 2)

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

3.3 Final Selection

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

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

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

3.4 Notice to Proposers Regarding RFP Terms and Conditions

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

3.5 Contract Term

The Contract shall have an initial term of three (3) years, beginning on the date of the Contract is executed by the City (the "Effective Date"). At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for one (1) additional two-year term. The City will give the Contractor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

4.1. Shoe Specifications for City Employees Managed by Human Resources (For both Men and Women)

4.1.1. On average the City normally purchases approximately 1300 pairs of six-inch work boots that meet the following qualifications: Plain toe with steel toecap or equivalent (composite or titanium), Cambrelle Lining, Full insole with arch support; Defined heel, Padded Collar, ASTM Standard safety toe, EH- Electrical Hazard rated, Sizes 7-13 in multiple widths, and full-grain or mesh combo. Must show pricing for the six-inch work boots should be for eight styles.

4.1.2. The City normally purchases approximately 120 pairs of eight-inch work boots that meet the following qualifications: Plain toe with steel toecap or equivalent (composite or titanium), Cambrelle Lining, Full insole with arch support, Defined heel, Padded Collar, ASTM Standard safety toe, EH- Electrical Hazard rated, Sizes 7-13 in multiple widths in full-grain or mesh combo. Must show pricing for the eight-inch boots should be for two styles.

4.1.3. The City normally purchases approximately 60 pairs of lowcut shoes that meet the following qualifications: Plain toe with steel toecap or equivalent (composite or titanium), Cambrelle Lining, Full insole with arch support, ASTM Standard safety toe, EH- Electrical Hazard rated, Sizes 7-13 in multiple widths, with minimum 60-65% Leather w/combo Nylon and/or Mesh and No Canvas fabric allowed. Must show pricing for the lowcut shoes in two styles.

4.1.4. Human Resources Specifications Must Meet the Following:

4.1.4.1 Successful contractor shall have a minimum of two (2) Mobile Shoe Trucks that will be scheduled at multiple City locations, days at multiple equipped with product storage and customer fitting are, at agreed upon dates and times. One makeup day will be scheduled within two to three months after initial fitting.

4.1.4.2 Retail store shall be available within 30 miles or Raleigh Municipal Building located at 222 W. Hargett Street, Raleigh, NC 27602.

4.1.4.3. Successful contractor must be capable of providing shoes in sizes 7 to 13 in multiple widths. Mobile Shoe Truck(s) must be restocked at the conclusion of each day and prior to issuing shoes for the following day.

4.1.4.4. Successful contractor must display a minimum of ten (10) additional styles of men's shoes and five (5) additional styles of women's shoes in addition to the required shoes. These shoes must be priced at a minimum of 10% discount of published catalog price. The City of Raleigh reserves the right to inspect and approve all additional style shoes displayed.

4.1.4.5. All proposed shoes and additional styles displayed on the Mobile Shoe Truck must be in the successful contractor's current year catalog or new styles added subsequent to printing.

4.1.4.6. All special-order shoes that cannot be filled on the Mobile Shoe Truck must be shipped to the appropriate department postage paid (FOB Raleigh). The City of Raleigh will provide correct names and addresses.

4.1.4.7. Successful contractor must provide an electronic billing invoice to the City of Raleigh with the sales tickets in numerical order and separated by Division. Information on billing invoice shall include receipt number, employee's name, division number, shoe style and size, and total amount of purchase.

4.1.5. **Submit sample invoice with proposal response.** Successful contractor shall provide one (1) copy of each sales ticket, including special orders to the Human Resources Safety, Health and Workers' Compensation Division following the fitting.

4.1.6. An Electronic Data Management System shall be available and used for recording purchase transactions and invoicing. Computerized system shall have the following capabilities:

4.1.6.5. Track employee information including employee name, ID#, Department #, Division # and purchasing history.

4.1.6.6. Provide a safety shoe purchase voucher with approved Employee Name, Employee ID#, Department #, and Division#, and number of pairs of shoes the employee is allowed.

4.1.6.7. Must provide employee printed receipt at time of purchase.

4.1.6.8. Must keep a receipt and voucher of each transaction to go to Safety with the invoice.

4.1.6.9.A minimum of 2 computer stations for recording transactions shall be used at locations.

4.1.6.10. Human Resources goes out 5 days to 6 locations (2 in one day).

4.1.7. The City's goal is to issue shoes as expediently and efficiently as possible with as little impact to the work schedules of city staff. Distribution dates are preset at the yearly ShoeMobile.

4.1.8. **Submit your distribution plan including personnel and types of equipment to be used, and an estimated time schedule with proposal response.**

4.1.9. Ad Hoc reports

4.1.9.5.Report needed by finance

4.1.9.6.Report on SWS

4.1.9.7.Various reports that might be needed during the year, each year is different

4.2. **Raleigh Water Department Shoe Specification:**

4.2.1. The Raleigh Water Department uses three (3) classifications for safety shoe footwear that will be provided to employees. Each classification is intended to provide protection from environmental and other workplace hazards anticipated for a specific job classification. In addition, Raleigh Water has identified specific work boot standards and requirements that provide enhanced protection, comfort, and durability of the footwear purchased. These added requirements are necessary due to the harsh work environments and extended periods that the safety shoe is worn.

Shoe Specifications for Raleigh Water:

4.2.2. Class 1 Low Cut Women and Men

Raleigh Water estimates purchasing an overall total of 60 pairs of boots of this kind that meet the following qualifications: ASTM Standard Safety Toe; EH - Electrical Hazard rated; Sizes 7-13 in Multiple Widths; Minimum 60-65% Leather w/combo Nylon and/or Mesh, and no canvas. Pricing for the low-cut shoes should be for two styles in Class 1.

4.2.3. Class 2 for Laboratory

Raleigh Water estimates purchasing an overall total of 25 pairs of Class 2 Protective footwear for the Stand-Alone Laboratory only. This lab requires all leather upper materials for their shoes along with cushioned insole and outer sole, chemical resistant material (Outer Shoe and Under Soles); leather upper, slip-resistant soles with outsole various patterns to grip wet/oily surfaces; and tread depth minimum no less than 3mm between- sole and bottom tread. Pricing for twelve shoes in this Class 2.

4.2.4. Class 3 Protective Footwear

This footwear is required for treatment plant operations, maintenance workgroups, and field operations- staff. The City estimates an approximate total of 700 of these will be purchased. Pricing for six of the Class 3.

4.2.4.1.Must Meet the Following Specifications:

4.2.4.1.1. Safety footwear complies with ASTM F-2412 standards as referenced in the OSHA 1910.136 regulations.

4.2.4.1.2. Successful contractor shall provide specified quantities, styles, and sizes 6 to 14 needed for men and women in a timely manner. Shoes not immediately available at store or Mobile Shoe Truck shall be backordered and made available to employee

within two (2) weeks of fitting. Mobile Shoe Truck(s) must be restocked at the conclusion of each day and prior to issuing shoes for the following day.

- 4.2.4.1.3. Retail store or outlet shall be available within 30 miles of Raleigh Municipal Building, 222 Hargett Street, Raleigh, NC 27602.
- 4.2.4.1.4. Successful contractor shall have a minimum of two (2) Mobile Shoe Trucks, equipped with product storage and customer fitting area, that can be scheduled at a single Raleigh Water location on an agreed upon date/time. Note: Not all Raleigh Water locations will require two trucks. Mobile Shoe Truck(s) will be required at seven (7) locations.
- 4.2.4.1.5. An Electronic Data Management System shall be available and used for recording purchase transactions and invoicing. Computerized system shall have the following capabilities:
 - 4.2.4.1.5.1. Track employee information including name, ID#, Department, Division and purchasing history.
 - 4.2.4.1.5.2. Provide employee printed electronic receipt at time of purchase.
 - 4.2.4.1.5.3. Provide weekly purchasing summary for all Raleigh Water transactions completed during previous 7 days.
 - 4.2.4.1.5.4. Multiple computer stations for recording transactions shall be used at locations with more than 50 employees.
 - 4.2.4.1.5.5. Contractor must keep a copy of the receipt and voucher to later go with invoice.
- 4.2.4.1.6. Successful contractor shall have safety footwear available for purchase from at least six (6 different manufacturers/brands and have sufficient selection in work boot styles and sizes to meet needs of male and female Raleigh Water employees.)
- 4.2.4.1.7. Successful contractor shall provide one (1) copy of each sales ticket, including special orders to the Raleigh Water Administration Accountant Auditor II following the fitting.

4.3. Contractor's Responsibilities during ShoeMobile

- 4.3.1. The contractor will make vouchers for each employee that will be getting shoes from a list that is given to him from the HR Safety Office.
- 4.3.2. The voucher will contain Employee ID #, Dept. #, Div. #, employee's name, and the number of shoes they are to receive. This information will be sent to the contractor approximately 30 days in advance in an Excel spreadsheet.
- 4.3.3. Contractors will put vouchers in order of Dept. #, Div. #, and then alphabetical order by name.
- 4.3.4. The contractor will make the vouchers for each individual and deliver them approximately 10-14 days before the ShoeMobile arrival in Raleigh for the event.
- 4.3.5. At the ShoeMobile the contractor will accept the voucher for the value of the voucher + tax and anything over, the employee will pay (cash or charge). The employee will receive a receipt and the contractor will attach the voucher to the receipt. (To later be sent with invoice.)

- 4.3.6. Employees are allowed to exchange boots after wearing them in clean areas if they do not fit right. The employee must present their receipt and may look for another pair of shoes/boots. The same rules apply as in #4.
- 4.3.7. Once the ShoeMobile is finished the Invoice with receipts and vouchers should be received within a month in the order the vouchers were sent to you #2. (Dept. #, Div. #, and employee's name.)

4.4. At the ShoeMobile Site and Afterward at the Store

- 4.4.1. The contractor will be responsible for setting up the site for the sale of shoes. This includes the shoes on the table for employees to see, extras in boxes sitting around, and chairs for employees to sit in while changing shoes. Once the ShoeMobile opens up to the employees, the contractors working the truck will assist employees with sizes and styles.
- 4.4.2. Once shoes are picked out, the employee goes to checkout to pay for their shoes.
- 4.4.3. There will be two check-out stations set up to speed up the flow of employees checking out.
- 4.4.4. Each employee will use their voucher for the amount it is worth and any overage they will pay either by cash or credit card.
- 4.4.5. A receipt will be issued for each transaction to the employee and a receipt with the voucher will be kept by the contractor.
- 4.4.6. Safety shoes that are defective or damaged shall be replaced or another shoe of the same style or value will be substituted.

4.5. Billing and Ad Hoc Reports

- 4.5.1. The invoice will be formatted by Department #, Division #, employee's last name in alphabetical order. The invoice and receipts with vouchers will be delivered in the same order as the invoice.
- 4.5.2. Ad Hoc reports as needed during the year. This will differ from year to year. The major reports are:
 - 4.5.2.1. Invoices
 - 4.5.2.2. Special report for SWS
 - 4.5.2.3. Fiscal year report on number of shoes sold along with taxes and cost of shoes

APPENDIX I-A

PROPOSAL COST FORM

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

\$ _____.

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

Firm Name: _____

Authorized Signature _____ Date _____

Signed by: _____
 [Type or Print Name]

Title of Signer: _____

NOTICE TO SUPPLIERS: Do not include taxes in your bid pricing. Any and all tax imposed upon any article on which you are submitting are only to be shown as separate line items on invoices and in no case are taxes to be included with your proposed price. Failure to comply with these conditions will be considered grounds for rejection.

APPENDIX I-B

City of Raleigh Safety Shoe Pricing Form

Human Resources Safety Division – City Wide Safety Shoes Form

ITEM No.	ITEM DESCRIPTION		UNIT PRICE
1	<p>Six Inch Work Boot</p> <p>a. Plain Toe with Steel toecap or equivalent (composite or titanium)</p> <p>b. Cambrelle Lining</p> <p>c. Full Insole with Arch Support</p> <p>d. Defined Heel</p> <p>e. Padded Collar</p> <p>f. ASTM Standard Safety Toe</p> <p>g. EH -Electrical Hazard rated</p> <p>h. Sizes 7-13 in Multiple Widths</p> <p>i. Full Grain or Mesh Combo</p> <p>Note: For item 1 - City estimates purchasing an overall total 1300 pairs of boots</p>		
	STYLE #1		\$ per pair
	STYLE #2		\$ per pair
	STYLE #3		\$ per pair
	STYLE #4		\$ per pair
	STYLE #5		\$ per pair
	STYLE #6		\$ per pair
	STYLE #7		\$ per pair
	STYLE #8		\$ per pair
			<p>Total \$ _____</p> <p>Note: (This should be the total amount for Style #1 through Style #8)</p>

ITEM No.	ITEM DESCRIPTION		UNIT PRICE
2	<p>Eight Inch Work Boot</p> <ul style="list-style-type: none"> a. Plain Toe with Steel toecap or equivalent (composite or titanium) b. Cambrelle Lining c. Full Insole with Arch Support d. Defined Heel e. Padded Collar f. ASTM Standard Safety Toe g. EH -Electrical Hazard rated h. Sizes 7-13 in Multiple Widths j. Full Grain or Mesh Combo <p>Note: For item 2 - City estimates purchasing an overall total of 120 pairs of boots</p>		<p style="text-align: center;">\$ per pair</p> <p style="text-align: center;">\$ per pair</p> <p>Total \$ _____ Note: (This should be the total amount for Style #1 and Style#2)</p>
	STYLE #1		
	STYLE #2		
3	<p>Low Cut Women and Men</p> <ul style="list-style-type: none"> a. ASTM Standard Safety Toe b. EH - Electrical Hazard rated c. Sizes 7-13 in Multiple Widths d. Minimum 60-65% Leather w/combo Nylon and /or Mesh e. No Canvas <p>Note: For item 3 - City estimates purchasing an overall total of 60 pairs of boots</p>		<p style="text-align: center;">\$ per pair</p> <p style="text-align: center;">\$ per pair</p> <p>Total \$ _____ Note: (This should be the total amount for Style #1 and Style #2)</p>
	STYLE #1		
	STYLE #2		

Raleigh Water – City Wide Safety Shoes Form

ITEM No.	ITEM DESCRIPTION		UNIT PRICE								
1	<p>Class 2 Protective Footwear</p> <p>Stand Alone Laboratory Only. Requires all leatherupper materials.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Prolonged Walking/Standing</td> <td>Cushioned Insole and Outer Sole</td> </tr> <tr> <td>Chemical Exposure</td> <td>Chemical Resistant Material (Outer Shoe and Under Soles); Leather Upper</td> </tr> <tr> <td>Slippery Conditions</td> <td>Slip Resistant Soles with Outsole Various Pattern Shapes to Grip Wet/Oily Surfaces</td> </tr> <tr> <td>Optional: Rough Terrain</td> <td>Tread Depth Minimum No Less Than 3mm Between Sole and Bottom Tread</td> </tr> </table> <p>Note: For item 1 - <u>City</u> estimates purchasing an overall total of 25 pairs of Class 2 Protective Footwear</p> <p>STYLE #1 _____</p> <p>STYLE #2 _____</p> <p>STYLE #3 _____</p> <p>STYLE #4 _____</p>	Prolonged Walking/Standing	Cushioned Insole and Outer Sole	Chemical Exposure	Chemical Resistant Material (Outer Shoe and Under Soles); Leather Upper	Slippery Conditions	Slip Resistant Soles with Outsole Various Pattern Shapes to Grip Wet/Oily Surfaces	Optional: Rough Terrain	Tread Depth Minimum No Less Than 3mm Between Sole and Bottom Tread		<p>\$ per pair</p> <p>\$ per pair</p> <p>\$ per pair</p> <p>\$ per pair</p> <p>Total \$ _____</p> <p><small>Note: (This should be the total amount for Style #1through Style #4)</small></p>
Prolonged Walking/Standing	Cushioned Insole and Outer Sole										
Chemical Exposure	Chemical Resistant Material (Outer Shoe and Under Soles); Leather Upper										
Slippery Conditions	Slip Resistant Soles with Outsole Various Pattern Shapes to Grip Wet/Oily Surfaces										
Optional: Rough Terrain	Tread Depth Minimum No Less Than 3mm Between Sole and Bottom Tread										

ITEM No.	ITEM DESCRIPTION		UNIT PRICE	
2	Class 3 Protective Footwear Required for treatment plant operations, maintenance work groups and field operations staff.			
	ASTM Codes			1/75, C/75, and EH
	Unsanitary Conditions			Water Resistant or Waterproof Construction
	Wet Conditions			Water Resistant or Waterproof Construction
	Chemical Exposure			Chemical Resistant Material (Outer Shoe and Under Soles); Leather Upper
	Exposure to Oil			Oil Resistant Material (Outer Shoe and Under Soles); Leather Upper
	Slippery Conditions			Slip Resistant Soles with Outsole Various Pattern Shapes to Grip Wet/Oily Surfaces
	Enhanced Comfort			Additional Cushioned Insole/Outer Sole and Support for Prolonged Standing/Walking
	Optional: Insulation			Protection from Cold Environments; Insulation 200qms-600qms
	Optional: Rough Terrain			Tread Depth Minimum No Less Than 3mm Between Sole and Bottom Tread
Note: For item 2 - City estimates (Purchasing an overall total of 700 (Pairs of Class 3 Protective Footwear))				
STYLE #1			\$ per pair	
STYLE #2			\$ per pair	
STYLE #3			\$ per pair	
STYLE #4			\$ per pair	
STYLE #5			\$ per pair	
STYLE #6			\$ per pair	
			Total \$ Note: (This should be the total amount for Style #1 through Style #6)	

Percent discount off remaining catalog: _____ % Catalog Discount

APPENDIX-II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:	Fax:	E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:	Fax:	E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
2.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
3.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
4.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
5.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

APPENDIX III

REFERENCE QUESTIONNAIRE (Instructions)

RFP #274-HR202106-SSP - Safety Shoe Program

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

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

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

RFP #274-HR202106-SSP - Safety Shoe Program

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, Wanda Hughes, via email to wanda.hughes@raleighnc.gov no later than **2:00 P.M. EST on January 31, 2022 and MUST NOT** be returned to the company requesting the reference.

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

Company Providing Reference

Contact Name and Title/Position _____

Contact Telephone Number _____

Contact Email Address _____

Questions:

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

Comments: _____

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

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments: _____

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

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments: _____

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments: _____

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

Comments: _____

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

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Compensation; Time of Payment

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

2. Workmanship and Quality of Services

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

3. Non-discrimination

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

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

4. Minority and Women Owned Business Enterprise

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

5. Assignment

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

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake

County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Insurance

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

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

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

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

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

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

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

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

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

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

8. Indemnity

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

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

9. Intellectual Property

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

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

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

10. Force Majeure

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

11. Advertising

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

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

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State

Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

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

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

13. Cancellation

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

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

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

14. Laws/Safety Standards

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

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

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

Contractor shall effectively manage their safety and health responsibilities including:

- a. Accident Prevention
Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.
- b. Environmental Protection
Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.
- c. Employee Education and Training
Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

15. Applicability of North Carolina Public Records Law

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

16. Miscellaneous

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

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

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

17. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify

compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

18. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

19. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

20. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

APPENDIX VI

EXCEPTIONS TO THE RFP

CHECK ONE:

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

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					
9					

10					
11					
12					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date: