



307 Martin Luther King Jr. Drive
Lumberton, NC 28358
(910) 671-8200
www.lumbertonhousing.org

Request for Proposals

Janitorial Services

HACL-2024-038

Issue Date: **April 17, 2024**

Pre-Proposal Walkthrough: **Tuesday, April 24, 2024, at 11:00AM**

Deadline for Questions: **Tuesday, April 30, 2024, at 11:00AM**

Proposal Deadline: **Wednesday, May 8, 2024, at 11:00AM**

This communication serves to apprise you and your firm of the above-mentioned Request for Proposal (RFP) for janitorial services for 307 Martin Luther King Jr. Dr, Lumberton, NC. We invite you and your firm to respond to this RFP. Please review carefully review all sections of the RFP, paying particular attention to the closing date and time listed above.

All inquiries shall be submitted through Housing Agency Marketplace.

Point of Contact:
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Chief Operating Officer
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910-802-4437

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I. PURPOSE

HACL (North Carolina) is accepting proposals from qualified firms to provide janitorial services at the HACL's Administrative Building located at 307 Martin Luther King Jr Dr, Lumberton, NC 28358.

II. BACKGROUND

Housing Authority of the City of Lumberton (HACL) was chartered by the City of Lumberton, North Carolina in 1949 as a government unit to provide low-income citizens with safe, clean, and affordable housing and help improve their quality of life. The City Mayor appoints the Board of Commissioners; we currently have a seven (7) member board. The Housing Board governs the hiring of the Executive Director and has ultimate responsibility to ensure that the agency operates in compliance with HUD and Federal Government policies. The HACL is responsible for the administration of 729 public housing units dispersed in 12 communities throughout the city, and has a primary responsibility of operating the Housing Choice Voucher/Section 8 program for Robeson County.

III. SMALL, PHA RESIDENT-OWNED, WOMEN-OWNED, MINORITY-OWNED AND SECTION 3 BUSINESSES AND INDIVIDUAL PARTICIPATION

HACL is committed to providing quality housing and economic opportunities for our residents and the neighborhoods we serve. One of the major requirements for this is Section 3 of the HUD Act of 1968, which requires that HUD funds provide low-income individuals with a springboard for economic empowerment through direct participation in construction and other activities that are designed to physically improve and revitalize the communities in which they live.

It is the policy of the Housing Authority of the City of Lumberton to contribute to the establishment, preservation, and strengthening of small businesses, businesses owned by women, minorities and Section 3 businesses and individuals to encourage their participation in procurement activities. HACL encourages contractors to provide for the participation of small businesses, businesses owned by women, minorities, and Section 3 businesses and individuals through partnerships, joint ventures, subcontracts, or other contractual opportunities. If you are not a Section 3 business concern then a plan for involvement of these types of businesses is required.

By submitting a proposal, the Offeror certifies that all information provided in response to this RFP is true and accurate.

IV. THE CONTRACTOR

1. HACL requires the observance of minimal acceptance standards of conducting business by the "Contractor" and his employees, in the execution of this contract and that the "Contractor" agrees to the adherence of said standards which are set forth as follows:
2. The "Contractor" shall be responsible for the equipment. HACL shall not be liable for any damage to the equipment used by the "Contractor" in performing this contract regardless if the equipment is leased or owned by the "Contractor".
3. Subject to the power and authority of HACL as provided by law in this contract, HACL shall be in all cases determine the quality, quality and acceptability of the work, materials and supplies for which payment is to be made under this contract. HACL shall decide the questions that may arise relative to the fulfillment of the contact of the obligations of the contractor hereunder.

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4. The issued Notice to Proceed under this Agreement will give the “Contractor” a clearance to proceed in actions set forth in the scope of work.
5. The “Contractor” shall be responsible for and required to make good at its expense any and all damages arising during the period of this Agreement caused by carelessness, neglect or want of due precaution on the part of the “Contractor” and/or it’s agents, employees and workmen.
6. If job conditions (i.e., health/safety) prohibits the “Contractor” from performing the duties under the contract and meeting the schedule, notification must be given to the Authority’s contract monitor upon identification of the work restricting job condition.

V. SCOPE OF SERVICES

1. SERVICES REQUIRED

HACL is requesting qualified Service Providers to submit proposals including a pricing schedule and a summary of qualifications for providing janitorial services according to HACL’s specification and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Janitorial Services at 307 Martin Luther King Jr Drive, Lumberton, NC, in accordance with the specifications and conditions specified in the Request for Proposal issued by the HACL.

2. SCOPE OF WORK

The intent and purpose of this RFP is to enter a firm-fixed price contract with qualified, experienced, licensed and bonded firm with five or more years’ experience in cleaning commercial and/or office buildings. The selected firm will furnish all supervision, labor, materials, supplies, equipment, and services necessary to provide complete janitorial services for the HACL’s Administrative Building at 307 martin Luther King Jr Drive, Lumberton, NC.

This work will include all janitorial services for the approximately 8,900 sq. ft. building, all 20 offices, four (4) bathrooms, three (3) conference rooms, one (1) kitchen, one (1) lobby, all corridors and entryways. In accepting a contract, the Contractor will agree to perform work three days a week (Monday / Wednesday / Friday) and accept all orders for cleaning services placed under this contract during its existence and abide by the specifications listed herein and with the stated terms and conditions.

Exclusions: Server room (133), file storage room (108), mechanical/electrical room (137) will be maintained by the HACL or designated personnel only.

Scheduled janitorial services will be performed outside HACL normal business hours which are 08:00 AM – 5:00PM, Monday – Friday, excluding Authority holidays.

3. TECHNICAL SPECIFICATIONS

3X WEEK SERVICE

- a. Clean all public entrances to no less than 10’ (ten feet) from door.
- b. Clean all interior spaces.
- c. Empty all trash cans and replace all plastic liners nightly or as needed.
- d. Cleaning all door glass, glass walls, and restroom mirrors
- e. Replenish restroom supplies (towels, tissue and soap).
- f. Clean and disinfect all water fountains, basins, back splashes, counters, commodes, toilet stalls using approved products. Shall be free of dirt, dust, streaks, spots, stains, rust, mold or mildew encrustation or excess moisture.

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- g. Clean all floors (vacuum, sweep, dust mop, or mop as appropriate). Spots or stains will be removed daily; notify contract coordinator if stain cannot be corrected.
- h. Clean and disinfect kitchen sink and countertop.
- i. Walls, cabinets, baseboards, and other surfaces shall be free of splashes and markings from equipment and flooring cleaning products.

WEEKLY SERVICE

- a. Dust all horizontal services up to seven feet (7').
- b. Thoroughly wash, clean and sanitize all restroom walls and grills.
- c. Dust and clean all desk and all tabletops (if surfaces are not cleared, only dusting is required), returns, vents, ledges, partitions, light fixtures, telephones (wipe receiver with clean cloth and disinfect), chairs, file cabinets, pictures, wall plaques, counter tops, bookshelves, ledges on walls, window ledges and other surface areas including fixtures and lamps using approved products and methods.
- d. Spot clean all carpet areas to remove stains, with approved products and methods, etc.
- e. Clean and sanitize the exterior of refrigerator and freezer to include walls behind and beside refrigerator.
- f. Clean interior of window seals and all exterior and interior doors including frames.

MONTHLY SERVICE

- a. Spot clean all upholstered furniture (or as needed to keep clean) using approved products and methods.
- b. Remove cobwebs from ceilings, walls, corners, moldings, and baseboards and around entrances and dust window blinds.
- c. Completely clean glass doors and glassed in areas in entrance foyer areas using approved products and methods.
- d. Wash and/or dust and spot clean all walls, woodwork, switch plates, fire extinguishers and other areas exposed to dust, smudges and scrapes using approved products and methods.
- e. Wash out all common area trash cans with warm water and disinfectant soap and dry before reinstalling.

QUARTERLY SERVICE

- a. Surface cleaning or deep cleaning carpeted floors
- b. Thorough common area furniture cleaning of furniture and sweeping of front porch of administrative office.

EMERGENCY SERVICE

- a. Personnel to clean emergency spill or another janitorial task not regularly scheduled. This may be required during the day or outside of normal hours. A quote will be requested outlining duties needed.

VI. PROPOSAL FORMAT

1. The Agency intends to retain the successful offeror(s) pursuant to a “Best Value” basis, not a “Lowest Proposal” basis, i.e., the Agency will consider other factors than cost in making the award decision. All proposals submitted in response to this RFP must be formatted in accordance with the sequence and instructions provided below. Any proposal which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.
 - a. **Tab A. Knowledge and Experience (Maximum Page Limit: 5 Pages).** Provide background and introduction to the firm including address and contact information, information on the firm’s size, experience with HUD regulations and financial reporting requirements with respect to asset management/fee-for-service, public housing, Housing Choice Voucher, and other programs administered by the Agency. Include information on the firm’s client portfolio and a description of the products and services that the firm provides. The offeror shall identify whether or not subcontractors will be used for the engagement, if awarded, and/or if the proposal is a joint venture with another firm. All information required from the offeror must also be included for any major subcontractors or from any joint venture.
 - b. **Tab B. Management and Staffing Plan (Maximum Page Limit: 10 Pages).** Provide a management plan that describes the firm’s approach to providing the required services, method of assigning work, and procedures for reviewing and ensuring quality control of services provided. Provide a staffing plan that identifies key personnel and other staff that would be assigned to this engagement. Provide resumes for key personnel. Provide brief biographies along with job titles and duties to be performed on this engagement for all proposed staff. If the firm is unable to provide any of the requested services, specifically identify those exceptions.
 - c. **Tab C. References.** Provide no more than five (5) references of office buildings and businesses currently under contract with the firm or clients served within the past three (3) years for whom the offeror has performed similar services to those described in the RFP. The list shall include the: client’s name, client’s contact name, client’s telephone number, the date the service(s) was provided, and a brief narrative description and scope of the service(s), including key personnel and contract value.
 - d. **Tab D. Price Proposal Template.** Submit a price proposal for the base year and four option periods according to the instructions and template provided.
 - e. **Tab E. HUD Form 5369-B, Instructions to Offerors, Non-Construction.** Read and initial each page indicating that you have read and agree with the contents.

HUD form 5369-C, Certifications and Representations of Offerors, Non-Construction. Read and initial each page indicating that you have read and agree with the contents.

HUD Form 5370-C, General Contract Conditions, Non-Construction. Read and initial each page indicating that you have read and agree with the contents.

Section 3 Business Requirements. To be provided in accordance with the PHA’s procurement policy and procedures.

Hold Harmless Agreement. Agreement provides that the contractor shall indemnify and hold harmless the Agency and its employees from and against all claims for personal injury or property damage.

Anti-Lobbying Amendment Certifications and Representations

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. RFP Response

- a. To be considered for selection, offerors must submit a complete response to this RFP via the paper submission on or before closing date. Offerors assume sole and full responsibility for the timely delivery of the proposals. Late proposals will not be considered. All proposals will become a part of HACL's official files and will not be returned to the offeror.
- b. The proposals shall be in a sealed envelope or sealed package and submit as follows.

In-Person

Housing Authority of the City of Lumberton
HACL-2024-038 Janitorial Services
307 Martin Luther King Jr Drive
Lumberton, NC 28358

By Mail:

Housing Authority of the City of Lumberton
PO Drawer 709
Lumberton, NC 28359

2. Proposal Preparation

- a. The Offeror's Proposal amount must include all labor, taxes, and fees.
- b. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in HACL requiring prompt submission of missing information.
- c. Proposal which are substantially incomplete or lack key information may be rejected by HACL or given lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived or subject to negotiation.
- d. The proposal should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.

- 3. Oral Preparation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to HACL. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. HACL will schedule the time and location these presentations. Oral presentations are an option of HACL and may or may not, be conducted.

- 4. Specific Proposal Instruction:** Proposals should be as thorough and detailed as possible so that the HACL may properly evaluate your capabilities to provide the required goods/services.

6. Receipt and Opening of Proposals.

- a. One original and one copy of the proposal should be submitted in accordance with the above.
- b. Receipt shall be NO LATER than 11:00AM Wednesday, May 8, 2024.
- c. At 11:00 AM the HACL will open and list the proposals for the record. This is NOT a public opening. The proposals will then be forwarded to the designated Evaluation Committee for review.

7. RFP Requirements and Conditions

- a. Minimum Requirements. This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.
- b. Cost of the Proposal. All costs incurred, directly or indirectly, by the Respondent in response to and in preparation of this RFP shall be the sole responsibility of the Respondent and shall be borne by the Respondent. Proposers shall not include any such expenses as part of their proposals.
- c. Clarification to Proposals. The HACL reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses. HACL may conduct interviews with one or more agencies for such purposes.
- d. Cancellation of the RFP. The HACL reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACL. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- e. Collusion. Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACL has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.
- f. Insurance Requirements
 - i. All contractors and/or professional firms must submit verification of coverage for \$1,000,000 General Liability and applicable Workmen's Compensation coverage with HACL designated as an additional insured for said project prior to the award of Contract.
 - ii. Proof of Insurance, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors or subconsultants used in the performance of this contract to name HACL as an additional insured. Following are the standard types and minimum amounts.
 - iii. The contractor shall carry all necessary, and required Insurances, as required by the state of North Carolina, including but not limited to:
 1. Comprehensive Commercial General Liability, coverage shall have minimum limits of \$1,000,000 general aggregate, products / completed operations aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability. Coverage shall be written on an occurrence basis.
 2. Commercial Automobile Liability, coverage shall have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury liability ND PROPERTY DAMAGE LIABILITY. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership. Within North Carolina Financial Responsibility laws.
 3. Worker's Compensation Insurance, coverage to apply for all employees and for statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
 - iv. Failure to provide proof of insurance or failure to maintain insurance as required in this proposal, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies

under law. The Contractor shall provide a certification of Liability Insurance and Workers Compensation.

- g Cancellation of the RFP. The HACL reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACL. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of this Proposal.
- h Identification. The Contractor agrees to identify, defend and hold harmless HACL and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this RFP or subsequent contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACL on account of any claim therefore, except where such indemnification is prohibited by law.
- i Suspension/Debarment. The Contractor shall provide a certification statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.
- j Americans with Disabilities Act. Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- k Choice of Law. The resulting contract will be entered into within the State of North Carolina and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within Robeson County and the state of North Carolina shall be followed with respect to the contract.
- l Payment to contractor. Invoicing and payments shall be made to HACL in accordance with the policies and procedures of the Agency. The following HUD forms shall be submitted by the Contractor for payment.
- m Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Contractor on the proposal form.

6. Proposal Preparation

- a Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in HACL requiring prompt submission of missing information. Proposals which are substantially incomplete or lack key information may be rejected by HACL or given lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived or subject to negotiation.
- b Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c As used in this RFP, the terms "must", "shall", "should", and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP some individual "must", and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' Proposal.

7. Evaluation Criteria

TAB	Criteria	Possible Points
A	Demonstration of the firms understanding and qualifications for completing the necessary work, evidence of firm’s ability to perform this type of work, and any record of experience including similar projects or issues relative to municipal, governmental, redevelopment and housing authorities, or other political entities. Include profile of firm’s principals, staff and facilities. Provide qualities that your organization possesses that will enhance, provide continuity, and contribute to the efficiency of providing this service. Identify the individual(s) that will be assigned to this project, their qualifications, training, responsibilities and resumes. Be specific as to their level of experience with local governments and Public Housing Authorities, particularly as it relates to this scope of services.	50
B	Provide current references (within the last five years). Provide names, contact number, date of service and description of the work performed.	15
C	Evidence of your general understanding of the services required, your approach to transitioning into the work, your ability to meet the deadline, and any value-added components that your firm can offer.	15
D	Provide fees for services, per contract year as per attached pages.	20

VIII. RFP RIGHTS

- 1 **Right to reject, waive, or terminate the RFP.** Reject any or all proposals, to waive any formality in the IFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interest.
- 2 **Right to Not Award.** Not award a contract pursuant to this RFP.
- 3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer.
- 4 **Right to Determine Time and Location.** Determine the days, hours and locations that the Contractor shall provide the services called for in this RFP.
- 5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contact Person.
- 6 **Right to Negotiate.** HACL shall retain the right to negotiate the amount of fees that are paid to the successful Offeror, meaning the fees proposed by the apparent successful proposal may be the basis for the beginning of negotiations.
- 7 **Right to Award.** To make an award to the same bidder (aggregate) for all items; to make an award to multiple bidders (including joint venture proposals) for the same or different items; to select a respondent(s) for specific purposes or for any combination of specific purposes; or, to defer the selection and award of any respondent(s) to a time of the HACL’s choosing.
- 8 **Right to Reject any Proposal.** Reject and not consider any proposal that does not, in the opinion of HACL, meet the requirements of this RFP, including but not necessarily limited to incomplete

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proposals and/or proposals offering alternate or non-requested services.

- 9 No Obligation to Compensate.** Have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.
- 10 Right to Interview.** Request an oral interview with, and additional information from, companies prior to final selection of a provider. (NOTE: If an oral interview is requested, respondent will be given at least three (3) business days' notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.)
- 11 Right to Consider.** Consider information about a company in addition to the information submitted in the response or interview.
- 12 Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the Agency Contact Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.

IX. METHOD OF PAYMENT

The HACL is a NET30 payment process and requires an invoice referencing the following:

1. Contract HACL-2024-038