

City of Charles Town



REQUEST FOR PROPOSAL

Facility Cleaning Services

SECTION I

GENERAL INFORMATION TO PROPOSERS

1.1 INTRODUCTION

This Request for Proposal (RFP) provides interested vendors with information to prepare and submit a Proposal for consideration by the City of Charles Town (City) to regular industry standard cleaning services in municipally owned facilities located in Charles Town, WV. This RFP process is intended to identify potential Contractors with which the City may, in its sole discretion, choose to enter into a Contract for the services as described in the scope of work section of this document. It is expressly understood and agreed that the submission of a Proposal does not require or obligate the City to pursue a contract with any Proposer. All negotiations are subject to the consideration and approval of the City of Charles Town, which may, at its sole discretion, accept or reject any proposed contract.

1.2 DEFINITIONS

For the purposes of this RFP, the following terms have the following meanings:

- a) **“City”** shall mean the City of Charles Town, West Virginia.
- b) **“Contract”** shall mean the agreement between the city and vendor chosen as a result of this RFP, which addresses the requested goods and services.
- c) **“Contractor”** shall mean the vendor or its assignee chosen by the City to supply the requested goods and perform the requested services.
- d) **“Proposal”** shall mean the written document submitted to the City of Charles Town in response to this RFP.
- e) **“Proposer”** shall mean an individual or business entity submitting a Proposal in response to this RFP.

1.3 RFP DOCUMENT

Information provided herein is intended solely to assist Proposers in the preparation of their Proposals. To the best of the City’s knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this RFP.

1.4 PRIMARY CONTACT

The primary contact for this RFP is:

Todd Wilt, Operations Director
101 E. Washington Street
Charles Town, WV 25414
Phone: (304) 725-2311
Fax: (304) 725-1014
Email: twilt@charlestownwv.us

1.5 ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the City will become part of the official RFP and will be mailed to all registered Proposers for which the City has contact information and is aware of interest in this project.

1.6 LABELING OF PROPOSALS

All proposals must be submitted in a sealed envelope plainly marked, Facility Cleaning Services Proposal with an address of the firm in the upper left-hand corner.

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

1.8 CONDITIONS OF PROPOSAL SUBMITTAL

- a) The proposal must be signed by a duly authorized official for the Proposing firm submitting the proposal.
- b) No proposal will be accepted from any persons, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City Council or City staff.
- c) Only one proposal will be accepted from any person, firm, or corporation.
- d) All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

1.9 INDEMNITY:

The successful bidder agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the successful bidder's performance of the work scope.

1.10 BOND & SECURITY REQUIREMENTS:

Bonding or security requirements are not required for this scope of work.

1.11 INSURANCE REQUIREMENTS:

The successful bidder shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than One Million Dollars (\$1,000,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above. As provided above, the Contractor shall require all subcontractors, whether primary or secondary, if any, to take out and maintain public liability and property damage insurance in amounts hereinbefore set forth for the Contractor.

Proof of Carriage of Insurance - The Contractor shall furnish the City satisfactory proof of full compliance with all the insurance requirements herein prior to execution of the contract.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Charles Town as an additional insured with respect to the performance by the Contractor of the work which is the subject of the contract.

At any such time in the future as Contractor shall be advised of the existence of party or entity that qualifies as an Insured, Contractor agrees promptly to include such party or entity as an additional insured on appropriate Contractor insurance policies.

The full and complete project name shall be shown on the Certificate of Insurance.

Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days' notice of change or cancellation prior to acceptance of the work.

END OF SECTION I

SECTION II

PROPOSAL CONDITIONS

2.1 REJECTION OF PROPOSALS

The City reserves the right to reject, at any time and for any reason, any and all Proposals received as a result of this RFP. The City's intent is to enter into a Contract as a result of this RFP. However, if after reviewing the Proposals received, the City determines that the City should not enter into any Contract, or to enter into a partial or different contract from the Contract contemplated by this RFP, the City will act in accordance with what the City determines at that time to be in its best interest. No Proposer or any other party has any entitlement, interest, or right in this decision by the City, and by submitting a Proposal, acknowledges the City's right to exercise its discretion in this regard without any right of recourse by the Proposer.

2.2 PROPOSAL EVALUATION

Any Proposal that has not met the completeness that is required, as set forth to this RFP, may be rejected.

2.2.1 Review and Evaluation of Proposals

All proposals will be reviewed and evaluated by the City Manager or his designee who shall recommend for selection the Proposer whose Proposal best meets the needs of the City as provided in this RFP. The City may award with or without further discussions.

The City will consider the Proposer's experience and proposed approach to performing the work, and will make the award decision based on the likelihood of successful, comprehensive completion of the work coupled with a reasonable price for the services. This criterion will be evaluated by examining the entire proposal, with particular emphasis on "Qualifications," "Proposed Work," and "Costs for Services." The City is under no obligation to award to the Proposer submitting the lowest prices, but significant consideration will be given to the prices proposed.

The City reserves the right to consider other factors when evaluating proposals, when such consideration serves the goals and interests of the City.

2.3 DISCLOSURE, OWNERSHIP OF PROPOSAL CONTENTS, AND CONFIDENTIALITY

Technical and price information provided in Proposals will be held in confidence and will not be disclosed, revealed, or discussed with competitors to the greatest extent possible. The Proposal of the selected Proposer will become the basis for any contract entered into and will become subject to the City's provision on public access to records and information.

To the extent a Proposer includes any uniquely proprietary or confidential information in the Proposal, the Proposer must clearly and unequivocally mark such information. The City will not reveal any such information to any third party, unless required to do so by law.

Proposers must agree to make no other distribution of their Proposal beyond that made to the City.

2.4 RFP PROPOSAL COSTS

The City is not liable for any costs or expenses incurred by any Proposer in the preparation of the Proposal, attendance at any conference, or meeting related to this RFP. The City is not liable for payment of any amount to the selected Proposer until a Contract has been awarded and executed by the City of Charles Town and the Contractor has performed services pursuant to the Contract that entitle the Contractor to receive payment under the terms of the Contract.

2.5 PROPOSER

The decision to award a contract will be made on the basis of the Proposer's overall ability to perform and respond to the RFP's requirements to prove a high level of competence in addition to the pricing component of the Proposal.

2.6 SUB-CONTRACTORS

It is intended that a single contractor have total responsibility for the project so as to assure a complete and fully functional project. Therefore, any proposer desiring to use sub-contractor(s) must identify each on a document supplied as an attachment to the Transmittal Letter and titled "Sub-Contractors" included with your Proposal. Include for each sub-contractor, their company's name, the company's principal owners, description of their involvement in the project, and qualifications for each aspect of the Proposed Solution they will be involved. The sub-contractor(s) cannot be changed after submission of the Proposal except with the written approval of the City.

The Contractor is responsible for all actions, workmanship, performance, and payment for their sub-contractor(s).

2.7 RFP PROCESS

2.7.1 RFP Release

The RFP will be publicly advertised and released in accordance with the applicable laws of the State of West Virginia and the City of Charles Town's fiscal policies and shall include the notification of the time and place when and where the RFP is due. The RFP may be obtained from:

City of Charles Town
City Hall
101 E. Washington Street
Charles Town, WV 25414
Office: (304) 725-2311
Fax: (304) 725-1014
twilt@charlestownwv.us

An electronic copy may be obtained via the City's website at www.charlestownwv.us or by email from Todd Wilt (twilt@charlestownwv.us). Additionally, the RFP may be mailed to those businesses that are known to be a potential provider of goods and services of the type required by this RFP. Those who the City has mailed the RFP to and those who have requested a copy of the RFP will have access to all information regarding the RFP. The information includes, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes in the RFP Schedule.

2.7.2 RFP Inquiries/Questions

All questions/inquiries must be submitted in writing via mail or email to the primary contact. The City will review all inquiries received prior to the RFP submittal deadline and will email written answers to all recipients of the RFP. During the review or preparation of the RFP Proposal, if a Proposer discovers any errors, omissions or ambiguities within the RFP, they should identify them in writing to the City prior to the RFP submission deadline. A site visit can be scheduled with ample notification and is recommended. Contact Todd Wilt to make arrangements should a site visit be desired.

2.7.3 RFP Revisions

Proposal interpretations and addenda clarification may be issued to correct mistakes, answer questions, or resolve ambiguities during the proposal solicitation process. The City shall send any change to or interpretation of this RFP to each firm or individual to whom an RFP has been distributed and the City is aware of. Any such changes or interpretations shall become a part of this RFP and may be incorporated into any contract awarded pursuant thereto.

2.7.4 Economy of Preparation

Proposals should be prepared simply and economically, thereby providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

2.7.5 Proposal Withdrawal

The Proposer at any time up to the RFP Submission Deadline date and time identified in the "Required RFP Schedule" may withdraw their Proposal. If the Proposer desires to re-submit their Proposal, it must be re-submitted by the "Proposal Submission Deadline" as identified in the "Required RFP Schedule".

2.7.6 Proposer Presentations

A presentation may be needed if there are a number of equally qualified and priced proposals that warrant further review. The City will notify proposers in a timely manner.

2.7.7 Required RFP Schedule

Contractors interested in responding to this RFP should submit three hard copies (one unbound) of their proposal. Proposers must submit proposals no **later than 3:00 p.m. EST, Friday, February 17, 2023** to:

City of Charles Town
Operations Director
101 E. Washington Street
Charles Town, WV 25414

Important dates relating to this Request for Proposal are listed below:

Release of RFP:	January 17, 2023
Submission of Proposal Deadline:	February 17, 2023
Award of Contract:	Estimated March 15, 2023

2.8 RFP PROPOSAL CONTENT AND FORMAT

2.8.1 Proposal Submission

The City of Charles Town must receive all Proposals no later than the Proposal Submission date and time identified in the RFP Schedule. Proposals may be mailed or hand-delivered, but in either case must be received and or postmarked by the specified date and time. **Late proposals may not be considered.**

Proposals must contain all Required Documentation as requested by this RFP, otherwise the Proposal will be considered non-conforming and will be disqualified. The Proposer must supply three (3) hard copies (8.5 X 11.0) of the Proposal. The Proposal container must bear the inscription: **Facility Cleaning Services Proposal** as well as the name and address of the Proposer. The Proposal shall be addressed to the attention of:

City of Charles Town
Operations Director
101 E. Washington Street
Charles Town, West Virginia 25414

The City reserves the right to request additional information from any, all or no Proposers after Proposal Submission.

Proposers shall distribute their RFP Proposals only to the City of Charles Town. One (1) RFP Proposal must contain the original signature(s) of an official or officials authorized to bind the Proposer to its provisions. Additionally, the authorized signature(s) must appear on company letterhead.

In case of a difference between written words and figures in a Proposal, the amount stated in written words shall govern. Alterations or erasures are discouraged, but if present, must be crossed out and the corrections printed in ink or typewritten adjacent thereto. Each person signing the Proposal must initial each such correction.

2.9 PROPOSAL ORGANIZATION

Proposals must be organized in the following order of sections:

Section I Transmittal Letter

The Proposal must include the name, title, address, telephone number, fax number, and email address of one (1) or more individuals who will serve as Proposer's contact for purposes of this RFP. The Proposer shall fully disclose details regarding its legal identity, i.e., corporation, partnership, etc. If the Proposer is a partnership, all partners must be named regardless of status, activeness, or percentage of ownership.

Section II Proposer Qualifications

The Proposer must describe its qualifications and experience in providing the work described in this RFP. Experience should include examples of performing similar or related services. This includes details as to the type of services and approximate dates of service delivery.

The City reserves the right to approve all persons assigned to the project. No contract awarded pursuant to a proposal submitted in response to this RFP may be assigned, either in whole, or in part, without first receiving written consent from the City.

The Proposer must submit three (3) references of similar engagements during the last three (3) years. The references must have had experience with the Proposer similar in scope to those described in the RFP. The Proposer must name a contact person and contact information for whomever is responsible for the review at each provided reference.

Section III Proposed Work

The proposal should contain a detailed statement of the respondent's understanding of the scope of services required under this RFP. The proposal should also contain an explanation of the respondent's ability to execute the requirements and achieve the objectives of this RFP. The proposal shall address separately each of the major tasks or activities to be achieved.

Section IV Costs to the City of Charles Town

The Proposer will fully describe all costs the City will incur as a result of accepting your Proposal.

By participating in this RFP and if your Proposal is selected, the Proposer agrees and indemnifies that the City is not responsible for any costs related to the creation or submission of a Proposal answering this RFP.

Section V Costs for Services

Pricing:

Proposals must include pricing information that delineates the costs associated with providing services being requested under this RFP. The schedule should include the following:

- a) A Schedule of costs that itemizes the requested services of this RFP and the cost to the City for each service required under this RFP.
- b) An approximate weekly schedule for cleanings and approximate duration for each facility to be serviced.

Should the City enter negotiations with a successful Proposer that results in a revision to the scope of services in this RFP, the fees may correspondingly be negotiated to reflect the changes.

Section VI Response to General Conditions

- a) Proposal Conditions or Limitations:
Proposals that set forth conditions or limitations to those set forth in the RFP may be considered non-responsive and, therefore, may be rejected. Notwithstanding any other provision of this RFP, the City reserves the right to reject any or all proposals, to waive any defects or informalities, to negotiate with respondents, and to accept the proposal deemed to be in the best interest of the City.
- b) Proposal Interpretations and Addenda
Clarification may be issued to correct mistakes, answer questions, or resolve ambiguities during the proposal solicitation process. The City shall send any change to or interpretation of this RFP to each firm or individual to whom an RFP has been distributed. Any such changes or interpretations shall become a part of this RFP and may be incorporated into any contract awarded pursuant thereto.
- c) City's Right of Withdrawal of RFP
Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice.

END OF SECTION II

SECTION III

REQUIREMENTS OF GOODS AND SERVICES

3.1 SCOPE OF SERVICES – GENERAL

The scope of services requested is for general office/workspace cleaning consistent with the industry standard. The following is a general guideline of the services requested.

- **General Cleaning:** The office cleaning contractor will perform cleaning tasks such as dusting, vacuuming, and mopping to maintain a clean and organized work environment.
- **Restroom Cleaning:** The contractor will keep restrooms clean and well-stocked, including cleaning and disinfecting toilets, sinks, and countertops, and refilling soap and paper products as needed.
- **Kitchen Cleaning:** The contractor will keep the kitchen areas clean and organized, including cleaning and disinfecting countertops, sinks, and appliances, and disposing of any trash.
- **Window Cleaning:** Service windows, where customers are served, should be cleaned on a per visit basis. Some windows require specialty cleaning products. The contractor should also clean all interior windows on a regular quarterly schedule.
- **Trash Collection:** The contractor will empty all waste receptacles and place trash in designated, predetermined areas for collection by the City's maintenance staff.
- **Supply Management:** The contractor will keep inventory of on-hand City provided cleaning products, paper products, and other materials as specified and report the same. Supplies that are provided by the contractor should be kept in adequate quantities at all times for the duration of the contract.
- **Quality Control:** The contractor will perform regular inspections of the office to ensure that all cleaning tasks are being performed to the highest standards. The contractor will address any issues or concerns in a timely manner.
- **Safety and Security:** The contractor will adhere to all relevant safety and security protocols and will report any issues or concerns to the appropriate parties. Some facilities serviced through this contract have specific security requirements and may require dedicated staff members willing to submit to a standard background check and being vetted by the City.
- **Communication:** The contractor will maintain open and regular communication with the assigned City representative to address any issues or concerns, and to ensure that the cleaning services are meeting the needs of the City.

- Specialty Cleaning: The contractor may be asked to perform additional cleaning tasks as specific needs arise. These additional tasks will be over and above the base contract and should be billed separately.
- Billing: The contractor may be required to split the billings between the City and the Charles Town Utility Board at the direction of the City's assigned representative.

Based on the Proposers professional experience, if services beyond the general guidelines is recommended, those services should be adequately noted in the Proposal.

3.2 PROJECT MANAGEMENT

Key Personnel

- a) The Contractor's Project Manager shall oversee the performance of services and shall be the primary point of contact for services performed under this Contract. The Contractor's Project Manager shall be available to meet with the City's representative to discuss progress or problems as the need may arise.

3.3 LOCATIONS

Refer to the following chart for a list of locations that service is requested and the number of visits per week that are requested.

Facility	Weekly Visits
Charles Town City Hall 101 E. Washington Street, Charles Town, WV 25414	2
661 Municipal Building 661 S. George Street, Charles Town, WV 25414	2
Charles Town Wastewater Treatment Plant 842 S. George Street, Charles Town, WV 25414	1
Charles Town Potable Water Treatment Plant 15527 Charles Town Rd., Charles Town, WV 25414	1
Tuscawilla Wastewater Treatment Plant 440 Baltrusol Drive, Charles Town, WV 25414	1

END OF SECTION III

End of RFP