



# **CITY OF ROCKY MOUNT**

**City Manager's Office**

**Downtown and Business Development Office**

**Request for Proposal #: 320-140122CC**

**Downtown Rocky Mount Office Space Lease**

**Date of Issue: March 28, 2022**

**Proposal Opening Date: April 14, 2022**

**At 2:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Chynice Chapman

Purchasing Manager

Email: [chynice.chapman@rockymountnc.gov](mailto:chynice.chapman@rockymountnc.gov)

Phone: 252-972-1228

<b>CITY OF ROCKY MOUNT</b>	
<b><i>Division Name</i></b>	
Refer <b><u>ALL</u></b> Inquiries regarding this RFP to: <b>Chynice Chapman</b> Purchasing Manager	Request for Proposal # <b>320-140122CC</b>
	Proposals will be publicly opened: <b>4/14/2022 2:00 p.m.</b>
	Contract Type: <b>Lease</b>

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or the City. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
<b>VENDOR'S AUTHORIZED SIGNATURE*</b> :	<b>DATE:</b>	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<b>FOR CITY USE ONLY:</b> Offer accept and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____	
<b>(Authorized Representative of City of Rocky Mount Purchasing Office)</b>	
<b>PRE-AUDIT:</b> This instrument has been pre-audited in the manner required by the Budget and Fiscal Control Act.	
_____ Finance Director	_____ Date

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- Thomas Street (East and West) ..... 13
- Washington Street ..... 13
- Howard Street ..... 13
- Church Street..... 13
- Nash/Marigold Street..... 13
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- a. Cubicles cannot be a substitute for office space..... 13
- c) One (1) Receptionist/Administrator space ..... 13
- a. Can be an open space or cubicle style with a high desk/counter..... 13
- d) One (1) Conference Room (minimum of 300 sq. feet)..... 13
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## 1.0 PURPOSE AND BACKGROUND

The city of Rocky Mount Downtown and Business Development Office is soliciting Proposals for office space lease, preferable in the Main Street area in downtown Rocky Mount. The office space shall have four (4) office spaces, a reception area to including but not limited to a cubicle space, a conference room, two (2) bathrooms, and a break area.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The 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.

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the Cities terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

Contact with anyone working for or with the City regarding this RFP other than the City Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the City’s election.

### 2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The city will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	City	Monday, March 28, 2022
Submit Written Questions	Vendor	Tuesday, April 5, 2022
Provide Response to Questions	City	Thursday, April 8, 2022
Submit Proposals	Vendor	Thursday, April 14, 2022
Contract Award	City	TBD
Contract Effective Date	City	Sunday, May 1, 2022

## 2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to [chynice.chapman@rockymountnc.gov](mailto:chynice.chapman@rockymountnc.gov) by the date and time specified above. Vendors should enter “RFP # 320-140122CC: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the City’s response, and any additional terms deemed necessary by the City will be posted in the form of an addendum the City of Rocky Mount Purchasing web-page and/or to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. 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. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal-submitted after the proposal deadline will be rejected. For hand delivered bids please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied with a city employee.

[By Mail]

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
<p>PROPOSAL NUMBER: 320-140122CC                      Attn: Chynice Chapman                      City of Rocky Mount                      PO Box 1180                      Rocky Mount NC 27802</p>	<p>PROPOSAL NUMBER: 320-140122CC                      Attn: Chynice Chapman                      City of Rocky Mount                      331 S. Franklin Street                      Rocky Mount NC 27802</p>

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the City’s Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the department’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- f) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- g) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

## 2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #\_\_\_\_ [for 'name of Vendor']". Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
- c) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- d) **LOT:** A grouping of similar products within this RFP.
- e) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- f) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- g) **RFP:** Request for Proposal
- h) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- i) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

### 3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against based on any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.



While the intent of this RFP is to award a Contract(s) to single Vendor OR to not award or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in proposals received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using department, issuing department, other government department office, or body (including the purchaser named above, department secretary, department head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing department for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

### **3.3 PROPOSAL EVALUATION PROCESS**

The City shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

#### **The city will conduct a One-Step evaluation of Proposals:**

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this RFP.

All proposals must be received by the issuing department not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for proposals, not an proposal or request to contract, and the City reserves the unqualified right to reject any and all proposals at any time if such rejection is deemed to be in the best interest of the City.

### 3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the city based on best value:

Category	Max. Points
Price	50
Proposed Floor Plan Functionality	20
Square Footage – adequate space	15
Parking	10
Location	5

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

### 4.1 CONTRACT TERM

The Contract shall have an initial term of **(5) five** years, beginning on the date of contract award (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 up to a total of two additional one-year terms. The City will give the Vendor written notice of its intent whether to exercise each option no later than **(60) sixty** 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.

### 4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

**4.3 INVOICES**

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which a lease is identified, and the space is occupied.
- b) Invoices must be submitted to the Accounting Department at City of Rocky Mount, Attn: Accounts Payable.
- c) At a minimum, the following fields shall be included on all invoices:  
 Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Line-Item Description, Price, Quantity, and Unit of Measure, where applicable.

**4.4 FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The City is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

**4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Rocky Mount. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

**4.6 REFERENCES**

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City *may* contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained *shall* be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

**4.7 PERSONNEL**

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The city will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

**4.8 VENDOR'S REPRESENTATIONS**

- a) Vendor warrants those qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement

with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## 5.0 SCOPE OF WORK

### 5.1 GENERAL

Fully developed lease space for the Downtown and Business Development Office. Office spaces, conference rooms and break rooms will have walls/doors. All spaces shall be ADA compliant. It is preferred that this office space be in the vicinity of the Downtown Core Streets.

### 5.2 LEASED SPACE

Requirements for the leased space include but are not limited to the following:

- a) Downtown Location and preferences are:

The following streets have been identified as Core Downtown Streets:

Main Street (East and West)

Thomas Street (East and West)

Washington Street

Howard Street

Church Street

Nash/Marigold Street

Hill Street to Western Avenue

Tarboro Street and Sunset Avenue

Franklin Street (North and South)

- b) Four (4) Office Spaces (minimum of 150 sq. feet each)
  - a. Cubicles cannot be a substitute for office space
- c) One (1) Receptionist/Administrator space
  - a. Can be an open space or cubicle style with a high desk/counter
- d) One (1) Conference Room (minimum of 300 sq. feet)
- e) Two (2) Bathrooms which must be ADA compliant
- f) One (1) Break Area to house a refrigerator, microwave, faucet with sink, and small table area

Provide with the proposal:

- a) Copy of Certificate of Occupancy
- b) Terms of tenancy
- c) Floor plan design
- d) Quantity of onsite and near site parking

### 5.3 OPERATIONAL COSTS

For the purposes of this Request for Proposal, the following operational costs shall be borne by the party indicated below.

	<b>Lessor</b>	<b>Lessee</b>
<b>Taxes</b>	X	
<b>Insurance</b>	X	
<b>Electricity</b>	X	
<b>Gas</b>	X	

<b>Water</b>	X	
<b>Phone/Internet</b>		X
<b>Sewer</b>	X	
<b>Trash</b>	X	
<b>Janitorial Services</b>	X	
<b>Janitorial Supplies</b>	X	
<b>Security Cameras</b>	X	
<b>Landscaping</b>	X	
<b>Other:</b>		

**5.4 PROPERTY CONDITIONS**

It is the responsibility of the Vendor (or Lessor) to ensure that the property is maintained in a reasonable working and operable condition. As such, the Proposer should ensure that the property has operation and maintenance schedules in place for all items related to the building and equipment as appropriate. If awarded a Lease Agreement, the Proposer may be required to provide copies of any operations and maintenance schedules and contracts in place.

**5.7 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to Six (6) months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

**6.0 CONTRACT ADMINISTRATION**

**6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the City a project manager. The project manager shall be the City's point of contact for contract related issues and issues concerning performance and service.

**6.2 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.6 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

**Attachments to this RFP begin on the next page.**

**ATTACHMENT A: PRICING FORM**

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MONTHLY LEASE

\$ \_\_\_\_\_

LOCATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SQUARE FOOTAGE

1 – Office Space	_____ square footage	_____ cost per square footage
1 – Office Space	_____ square footage	_____ cost per square footage
1 – Office Space	_____ square footage	_____ cost per square footage
1 – Office Space	_____ square footage	_____ cost per square footage
1 – Receptionist/Administrator Space	_____ square footage	_____ cost per square footage
1 – Conference Room	_____ square footage	_____ cost per square footage
1 – Bathroom	_____ square footage	_____ cost per square footage
1 – Bathroom	_____ square footage	_____ cost per square footage
1 – Break Room	_____ square footage	_____ cost per square footage
Other	_____ square footage	_____ cost per square footage
Other	_____ square footage	_____ cost per square footage



## **ATTACHMENT B: INSTRUCTION TO BIDDERS**

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General Instructions to Bidders: <https://rockymountnc.gov/vendor>

**This Space Is Intentionally Left Blank**

Proposal Number: 320-140122CC

Vendor: \_\_\_\_\_

**ATTACHMENT C: GENERAL TERMS & CONDITIONS**

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**City of Rocky Mount General Terms and Conditions**

Review Terms and Conditions: <https://rockymountnc.gov/vendor>

\_\_\_\_(Initial) Lessor agrees to abide by the City of Rocky Mount Contract Terms.

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**ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business?  Yes  No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, state HUB classification: \_\_\_\_\_

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**VENDOR REGISTRATION**

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 an E-Verify Affidavit to the contact person listed on the coversheet.

[rockymountnc.gov/vendor](http://rockymountnc.gov/vendor)