

SOUTHEASTERN COMMUNITY ACTION PARTNERSHIP
REQUESTS FOR PROPOSALS
FOR
JANITORIAL & LIGHT MAINTENANCE SERVICES

This is not an order

Date Released: 8/30/2023

Due Date: 09/15/2023 at 4:00 p.m.

Southeastern Community Action Partnership
405 N. Elm Street
P. O. Box 1025
Lumberton North Carolina 28359
Telephone: (910) 277-3500

REQUEST FOR PROPOSALS

JANITORIAL SERVICES TO SOUTHEASTERN COMMUNITY ACTION PARTNERSHIP, INC.

FUNDING CALENDAR

Date	Event
August 30, 2023	Release of RFP
September 07, 2023	On-site tour of Agency
September 15, 2023	PROPOSALS DUE by 4:00 p.m.
TBD	Publish Staff recommendations
TBD	Governing Board approval (3:00 p.m.)
TBD	Commence Janitorial Services

SOUTHEASTERN COMMUNITY ACTION PARTNERSHIP, INC.

REQUEST FOR PROPOSALS (RFP)

Janitorial Services/Light Maintenance

Background

Southeastern Community Action Partnership, Inc (SCAP) is a (501) (c) (3) agency funded through both federal and state grants. Our administrative office is located at 405 N. Elm Street, in Lumberton, North Carolina. SCAP provides services in Bladen, Brunswick, Columbus, Hoke, Robeson, and Scotland Counties and has offices in each of these counties.

The mission of SCAP is to improve and empower the lives of the families that we serve. Our vision is everyone overcomes adversity to achieve a sustainable future.

Purpose of Solicitation

The purpose of this Request for Proposals (RFP) is to solicit, from qualified applicant agencies, proposals designed to provide janitorial services/light maintenance (*for example changing of bulbs and fixtures*) for the following locations:

***Southeastern Community Action Partnership, Inc. (Administrative Office Building)
405& 407 N. Elm St. Lumberton NC 28358***

***SCAP – Section 8/CSBG Office Building
915 So. Main St., Laurinburg NC 28352***

***SCAP –CSBG Office Building
4721 Fayetteville Road – Suite B, Lumberton NC 28359***

Qualified Applicants

- Established community based organizations
- Minority Owned/Controlled
- Woman Owned/Controlled
- Private non-profit agencies/institutions

SCAP is an equal opportunity employer and does not discriminate on the basis of sex, marital status, age, race, creed, color, disability or physical or mental condition, religion, national origin or ancestry, political affiliation or belief, or heritage. In order to comply with federal procurement regulations and SCAP Procurement Policies, consideration in the contracting process will be given to small and minority-owned firms, women's business enterprises, all of which are encouraged to respond to this Request for Proposals.

MBE/WBE Participation

SCAP encourages the utilization of Minority Business Enterprises (MBE) and Women's

Business Enterprises (WBE) in the procurement of goods and services whenever possible. If subcontracting is anticipated for services, SCAP requires respondents to demonstrate good faith efforts to obtain qualified WBE/MBE subcontractors. For this Request for Proposals, subcontracting of services will not be allowed and, therefore, no good-faith efforts will be required. Nevertheless, to assist SCAP in monitoring its usage of qualified MBE/WBE firms, certified MBE/WBE businesses should submit proof of such certification with their response to this Request for Proposals.

Formal Contract

The successful proposer will be required to enter into a standard form contract agreement with SCAP. A copy of this contract agreement is attached (See attachment I).

Term of Contract

The term of the contract will be of a 3 year duration, with three – 1 year extension options, subject to the right of either party to terminate the contract upon ten (10) days written notice.

Required Response Format

Interested applicants must respond to this RFP using the proposal response format provided. In responding, no substitutions in format or services, you may add an additional attachment proposing your services. Responders will be allowed to visit the site to do a walk through with the staff of SCAP to clarify information or answer questions relative to the RFP by appointment only. While the site visit is not mandatory, it is presumed that all proposers will have familiarized themselves with the existing conditions of the facility.

Proposal Deadline and Submittal Procedure

All proposals must be in the SCAP office and time-stamped by the SCAP receptionist no later than 4:00 p.m., September 15, 2023. Proposals mailed to SCAP must be received in the SCAP office and time-stamped by the SCAP receptionist no later than 4:00 p.m., September 16, 2023. In accordance with the policy of SCAP, proposals delivered after 4:00 p.m., will not be accepted – **NO EXCEPTIONS. NO APPEALS WILL BE ACCEPTED FOR LATE PROPOSALS.**

To be considered agencies must submit:

- a) Three (3) separate reproducible copies of their proposal developed in response to this RFP to include the following supplemental forms:
 - i. References
 - ii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - iii. Certification of Liability Insurance and Bond

- b) One (1) copy must have original signature (s) and be identified as the original; The remaining two copies may be reproductions of the original.

The proposal must be signed by an appropriate official who is authorized to submit the proposal for the responding agency. The proposal must also include documentation indicating by what

authority (resolution) the person (s) is/are authorized to negotiate and contractually bind the responding agency, if selected.

The following process will apply to all proposals submitted:

- All proposals submitted on a timely basis will be received and placed in an envelope. No determination will be made on the responsiveness to the RFP at the time of submittal.
- No proposal will be accepted from any person after the submittal deadline.

Evaluation Procedure/Criteria:

Final selection of service providers is the responsibility of SCAP Chief Executive Officer.

In order to assist the CEO in making a final decision, SCAP staff will evaluate each proposal and provide the CEO with the results of their evaluation in the form of staff recommendations.

The SCAP staff recommendations will be based upon an evaluation of each proposal submitted; the applicant agency’s past job performance and may include a meeting with each proposer to clarify their proposal. Staff recommendations will be made to SCAP CEO.

Proposals will be evaluated by the Evaluation Team using the following criteria to determine the proposal which best meets the needs of Southeastern Community Action Partnership, Inc.

- Responsiveness of the proposal in clearly stating the understanding of the work to be performed.
- Cost, although a significant factor, is not the only factor. Cost is particularly important when all the other evaluation criteria are relatively equal.
- Technical experience of the firm.
- Experience and professional activities.
- Size and structure of the firm.
- Past performance of the proposer on work previously done for SCAP or similar agencies.

EVALUATION CRITERIA	
Evaluation of each proposal will be based on the following criteria:	
FACTOR	POINT RANGE
A. Responsiveness of proposal and presentation at hearing in clearly Stating the understanding of the work to be performed	15

B. Cost	20
C. Technical experience of the firm	15
D. Experience	10
E. Size and structure of the firm	5
F. Past performance on work previously done for similar agencies	15
G. Agreement to do all three sites	20
MAXIUM POINTS	100

Please note that SCAP reserves the right to directly contact all references submitted with the proposal.

PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES

All protests to resolve disputes concerning this Request for Proposals shall be written, must specify in detail the grounds of the protest, the facts and evidence in support thereof and the remedy sought. The written protest must be delivered to the Executive Administrator of SCAP within the time limits provided below. In the absence of a timely and properly submitted written protest, no party responding to this Request for Proposals shall be eligible for any remedy.

Any proposer desiring to protest the determination concerning this Request for Proposal must do so no later than five (5) calendar days prior to the date upon which the CEO renders a decision.

LIMITATION

Southeastern Community Action Partnership, Inc., shall not pay for any costs incurred by the responding agency in the preparation of proposals in response to this request. Completion of prequalification requirements or the Request for Proposals does not, in any way, commit SCAP to award a contract. SCAP reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of SCAP to do so. If only one responsive proposal is received, SCAP will deem this completion to have failed. In such an event, SCAP may, in its sole discretion, proceed with sole source procurement or cancel this RFP and proceed with a new competitive procurement. SCAP will require successful respondent agencies to participate in contract negotiations and to submit any programmatic, financial, or other revision of their proposal as may result from negotiations prior to any contract finalization. SCAP shall reserve the right to terminate, with or without cause, any contract entered into as a result of this RFP process.

MODIFICATION OF CONTRACTS

Any contract funded pursuant to this RFP may be unilaterally modified by SCAP upon written notice to contractor under the following circumstances:

- a. Contractor fails to timely meet its performance standards as set forth in the contract, or
- b. The funding agencies reduces, or withdraws funds allocated to SCAP
- c. There is a change in Federal law or regulations or the policies and procedures of SCAP are amended, revised, or modified.

SCOPE OF SERVICES

	WEEKLY	MONTHLY	AS NEEDED	OTHER
ALL FLOORS				
Vacuum and sweep all floors	x			
Move and sweep under refrigerators (large)		x	x	
Move all floor mats including mats in hallways, restrooms to sweep and mop under.	x			
Note: please do not put down mats while floor is wet.				
DUSTING				
Dust all window sills, ledges and blinds, lamps	x			
Dust low baseboards, ledges, doors, and frames	x			
Dust all wood work, book shelves, file cabinets, desks, chairs	x			
Clean glass on all tables, desks, doors	x			
Dust/clean artificial trees and plants			x	
Spot clean blinds as needed, check for finger prints		x		
RESTROOMS				
Clean sinks and wall areas	x			
Clean toilets with chemicals including bottom and behind	x			
Clean shower stall	x			
Wipe down outside of towel and soap dispensers, and front of cabinets	x			
Clean window sills and blinds		x		
Clean air circulation fans		x		
TRASH – agency does not have trash pickup				
It is the sole responsibility of janitorial services to determine legally how, and where to dispose of all trash according to city/county ordinances.	x		x	Twice weekly
Empty all trash cans and garbage cans. Put clean bags in each trash and garbage can.	x			
Each can is to be wiped inside and outside including all lids and handles.	x		x	
Boxes broken down and removed properly			x	
MOPPING				
Mop all floors (entry ways, hallways, offices, restrooms, etc.	x			
VACUUMING				
Vacuum all Carpets	x			
Vacuum air vents		x		
GLASS				
Spot clean windows		x		
Wipe down ledges		x		
Clean inside and outside of glass on all doors	x			
WALLS				
Clean pictures, mirrors		x		

TRIANNUAL SCOPE OF WORK (3 times per year)
CARPETS

<p>A. Shampoo carpets including area rugs in the entire agency.</p> <p>B. Carpets and rugs are to be cleaned on the weekends to allow ample time for drying.</p> <p>C. Janitorial services will provide equipment for shampooing no extra cost in contract.</p>
<p>FLOORING</p>
<p>A. Clean all brick floors</p> <p>B. Wax wood and vinyl flooring</p> <p>C. Remove all excess cleaners and or wax that may have splashed on baseboards, walls and furniture.</p>

All trash and debris must be removed properly and disposed from the site. It is the janitorial responsibility to remove and dispose of contents according to the city and or county regulations. **The Agency does not have trash pickup or a dumpster; therefore the successful responder must dispose of trash in a manner that will not jeopardize the confidentiality of the Agency.**

SUPPLIES AND EQUIPMENT

All equipment (e.g. vacuums, floor stripper, buffer, carpet shampooer, mops, brooms. Bucket and all related cleaning equipment items) must be provided by the successful respondent and should be included in the proposed cost of providing services. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by the proposer, shall be included in the proposal. No equipment supplies will be provided by SCAP.

PRICE/COST REASONABLENESS

SCAP is requesting that proposers provide the following:

A detailed monthly rate for services; and

Annual rate to include the triannual services detailed in the Scope of Services.

All proposers will be evaluated based on the reasonableness of the cost of their proposal. SCAP will compare costs in the proposal to the cost of other proposers with similar programs to see if it is competitive.

SUBCONTRACTING

Subcontracting to another entity for the provision of janitorial services is not allowable.

CONTRACT POLICY

Should applicant’s proposal be selected for funding, applicant agency must be able to comply with the following requirements:

A. Insurance

Prior to contract execution and commencement of program performance, SCAP shall receive from each Contractor's insurer a certificate of insurance, and applicable endorsements issued by the Contractor's insurance carrier, indicating all of the coverages outlined.

SCAP is very exacting with regard to the insurance requirements. If Contractor's insurance is not in place prior to the start of services, Contractor will not be allowed to start. If Contractor's insurance expires during the course of the contract and new certificates/endorsement are not received prior to the expiration date, payment will be suspended immediately. Performance will be suspended shortly thereafter if Contractor's new insurance certificate (s) is/are not filed with SCAP.

B. Prohibitions

No member of the immediate family of any officer, director, executive or employee of Contractor or SCAP shall receive favorable treatment for enrollment in services provided by, or employment with, Contractor. In addition, neither Contractor nor any of Contractor's subcontractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or on-the-job training position funded through the award of any grant, if a member of that person's immediate family is employed in an administrative capacity for SCAP, Contractor, or any employment subcontractor or Contractor. However, where an applicable Federal, state or local statute regarding nepotism exists which is more restrictive than this provision, Contractor shall follow the Federal, state or local statute in lieu of this provision.

- a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and step-child.
- b) The term "administrative capacity" refers to positions involving overall administrative responsibility for a program, including members of the SCAP Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of Contractor, or where that individual would be the supervisor of an individual paid with funds provided through the award of any grant or performing duties under the grant award.
- c) The term "staff position" refers to all staff positions providing services through the award of any grant.

Janitorial Service Agreement

This Agreement is made this _____ day of _____, _____ by and between _____, hereinafter referred to as "CONTRACTOR", and SOUTHEASTERN COMMUNITY ACTION PARTNERSHIP, INC. , hereinafter referred to as "SCAP".

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to state the terms and conditions under which CONTRACTOR will provide janitorial, cleaning and maintenance services for the premises used and occupied by SCAP located at *405& 407 N. Elm Street, Lumberton North Carolina, 915 So. Main St., Laurinburg NC 28352; 4721 Fayetteville Road, Suite B, Lumberton NC 28359 hereinafter referred to as the "PREMISES."*

2. SERVICES TO BE PERFORMED. CONTRACTOR agrees to perform the janitorial, cleaning, and maintenance services for PREMISES as set forth on the JANITORIAL CHECK LIST, attached as "Attachment II," incorporated herein by reference and made a part hereof.

3. TERM OF AGREEMENT. The term of this Agreement shall be for a three year period and shall commence on the _____ day _____, _____, and shall continue in full force and effect until terminated by either party. Either party may terminate this Agreement upon ten (10) days written notice of termination. This agreement may be extended for three additional one-year terms.

4. COMPENSATION. SCAP shall pay CONTRACTOR monthly for services provided hereunder in accordance with the Payment Schedule attached hereto as "Attachment III." CONTRACTOR shall send a bill to SCAP no later than ten (10) calendar days after the end of each month and SCAP shall make payment in the normal course of SCAP's business during the term of this Agreement.

5. FINAL REPORT. All claims under this Agreement must be reported to SCAP within thirty (30) calendar days following the termination of this Agreement to be binding upon SCAP for payment. Failure to timely submit such claims shall be a waiver of CONTRACTOR's right to payment.

6. ALLOWABLE CLAIMS. Allowable claims shall be determined by SCAP in accordance to this CONTRACT, including the Janitorial Checklist, which is attached hereto as "Exhibit A" and incorporated herein by reference, and applicable laws, administrative regulations, SCAP policies and procedures.

7. ADJUSTMENT CLAUSE. Should the present designated space to be cleaned be altered so as to increase the difficulty or the time requirement for performing these services, or should the space be expanded, the compensation set forth in Paragraph 4, above, shall be adjusted by mutual agreement of the parties. Any adjustment pursuant to this paragraph 7, or any other modification or amendment to this Agreement, shall be reduced to writing and signed by both parties. Any such adjustment, modification or amendment not in writing shall be of no force and effect.

8. MATERIALS AND SUPPLIES. CONTRACTOR will furnish all equipment necessary to perform the foregoing services including, vacuum cleaners, polishers, brooms, dusters, window squeegees, mops/ heads, mop buckets, toilet bowl brushes, buffers, ladders, step stools, cleaners, strippers, shampooer, disinfectants, and all related cleaning equipment. (No cleaning equipment will be provided by SCAP.)

CONTRACTOR will furnish toilet tissue, paper towels, hand soap, trash can/liners, heavy duty trash bags, an adequate supply of which is at all times to be maintained in the janitorial room of the PREMISES for CONTRACTOR to use and replenish. THE CONTRACTOR will make an inventory list, to ensure supplies are available.

9. CLOSE-OUT. CONTRACTOR agrees to cooperate fully with SCAP to ensure that this Agreement is "closed-out" within thirty (30) calendar days of the termination of this Agreement. Full cooperation shall require CONTRACTOR to complete and to furnish to SCAP a number of documents which SCAP shall specify.

10. QUALITY CONTROL. Systematic inspection will be conducted by SCAP to ensure that all services are properly performed. To make certain that any problems that may arise will be promptly taken care of, CONTRACTOR shall maintain an answering service or email address five (5) days per week for the receipt of any complaints. The telephone number of this service is: _____; the email address of this service is: _____.

11. AUDIT AND INSPECITON. CONTRACTOR agrees to prepare and maintain records required by SCAP which relate to its performance of this Agreement, specifically including, but not limited to, records pertaining to weekly services delivered.

12. STATUES, ORDINANCES AND REGULATIONS. In performing the services required of it under this Agreement, CONTRACTOR shall comply with all applicable federal, state, county, and city statues, ordinances and regulations. If such compliance is impossible for reasons

beyond its control, CONTRACTOR shall immediately notify SCAP of that fact and the reasons thereof.

13. INSURANCE AND BOND. CONTRACTOR will carry complete Commercial General Liability, Vehicle Liability and Workers' compensation coverage, as set forth in the Insurance Requirements, attached hereto as Exhibit B and incorporated herein by this reference. All of its employees shall at all times at the expense of the CONTRACTOR be covered by a blanket fidelity bond.

14. PERSONNEL.

(A.) CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. Such personnel shall not be employees of or have any contractual relationship with SCAP, and CONTRACTOR shall hold SCAP harmless from any and all claims against SCAP based upon the contention that an employer-employee relationship exists by reason of this Agreement.

(B.) All of the obligations and/or services to be performed by CONTRACTOR hereunder shall be performed by CONTRACTOR or by employees of CONTRACTOR under CONTRACTOR'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services and/or activities.

(C.) CONTRACTOR agrees that in the performance of its obligations under this Agreement no person having an interest that would conflict, with the effective and efficient performance of CONTRACTOR'S obligations, as determined by SCAP, shall be employed, engaged or retained.

(D.) In the event that SCAP, in their sole discretion, at any time during the term of this Agreement, desires removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from SCAP.

15. DEBARMENT, SUSPENSION, TERMINATION AND/OR REVOCATION.

A. CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of this Agreement:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing in a public transaction (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statues or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;

3. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph 2 of this paragraph 12; and,
4. Has within a three (3) year period preceding this Agreement had one or more public (federal, state or local) transactions terminated for cause or default.
5. If unable to certify to the best of its knowledge the statements set forth above, CONTRACTOR and/or any of its principals shall attach to this Agreement an account of circumstances and explanations therefore.

16. CONFLICT OF INTEREST.

- a. Neither an officer, director, executive, employee or agent of CONTRACTOR, nor any board members shall solicit or accept money or any other consideration from a third person for the performance of an act paid for in whole or in part by SCAP or CONTRACTOR pursuant to this Agreement.
- b. CONTRACTOR shall avoid organizational conflict of interest, and its officers, directors, executives, and employees shall avoid financial and personal conflict of interest, potential for conflict of interest and appearance of conflict of interest in the performance of this Agreement, in awarding financial assistance and in the conduct of procurement activities involving Agreement funds.
- c. CONTRACTOR shall abide by all applicable federal and state laws and regulations and SCAP policies regarding conflict of interest.

17. NONDISCRIMINATION/EQUAL OPPORTUNITY. During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR shall not discriminate, harass or allow harassment, against any employee, applicant for employment, or any other individual affected by the service being provided by CONTRACTOR pursuant to this Agreement because of sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, or heritage.
- B. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clause of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible to continue Agreement with SCAP.

18. INDEPENDENT CONTRACTOR. It is specifically agreed that in making and executing this Agreement, CONTRACTOR and the agents and employees of CONTRACTOR, are independent contractors and are not and shall not be construed to be agents or employees of SCAP, and that CONTRACTOR and agents and employees of CONTRACTOR shall have no authority, expressed or implied, to act on behalf of SCAP or to bind SCAP to any obligations whatsoever.

19. LICENSES AND PERMITS. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession and to perform the services required in this Agreement.

20. DILIGENT AND TIMELY PERFORMANCE. All services performed by CONTRACTOR shall be performed in a diligent and timely manner and in accordance with the best practice and procedures in CONTRACTOR'S profession.

21. HOLD HARMLESS. CONTRACTOR agrees to indemnify, defend, and hold harmless SCAP and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, cost demands, judgments, damages, costs and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from CONTRACTOR'S performance under this Agreement, including CONTRACTOR'S failure to comply with or carry out any of the provisions of this Agreement and acts of negligence or omission of CONTRACTOR, or anyone employed directly, indirectly or by independent contract by CONTRACTOR, regardless of whether caused in part by a party indemnified hereunder.

22. ASSIGNMENT. This Agreement is not assignable. Any attempt by CONTRACTOR to assign any performance of its obligations hereunder shall be null and void and shall constitute a breach of this Agreement.

23. LAWS. CONTRACTOR shall comply with all applicable laws, ordinances, codes, administrative regulations, guidelines and policies of the United States, the State of North Carolina and local governments, specifically including, but not limited to, SCAP policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revise, CONTRACTOR shall comply with such amendments, revisions or modifications or shall notify SCAP within thirty (30) calendar days after promulgation of the amendments, revisions or modifications that it cannot so conform so that SCAP may take appropriate action, including termination of this Agreement.

24. PRESS RELEASES AND COMMUNICATIONS. CONTRACTOR shall not communicate with the press, televisions, radio or any other form of media regarding its duties or performance under this Agreement, without the prior express written consent of SCAP. Unless otherwise directed by SCAP, in all communications, CONTRACTOR shall make specific reference to SCAP as the funding agency with is funded by the federal and state grants.

25. CHILD SUPPORT ENFORCEMENT ACT. In accordance with the Child Support Enforcement Act, CONTRACTOR recognizes and acknowledges:

- A. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. That, to the best of its knowledge, CONTRACTOR is fully complying with the earnings assignment of all employees.

26. NORTH CAROLINA LAW. Except where controlled by federal statutes or administrative regulations, this Agreement shall be governed according to the laws of the State of North Carolina and SCAP policies and procedures.

27. NOTICES. All notices to be given to either of the parties under this Agreement shall be given by deposit in the United States mail, first-class postage prepaid, addressed to the applicable

party at the address set forth below the signature of each party to this Agreement or by personal service. Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner.

28. ENFORCEABLE CONTRACT.

This Agreement shall become a valid enforceable agreement only after it is signed by authorized agents of the parties.

THEREFORE, the Parties have executed this Agreement:

Southeastern Community Action Partnership, Inc..

Dated: _____, 20_____

BY: _____

Ericka J. Whitaker
Chief Executive Officer
405 N. Elm Street
Lumberton, NC 28359

Dated: _____, 20_____

BY: _____

Liyong Reeder
Chief Financial Officer
405 N. Elm Street
Lumberton, NC 28359

Legal Name of CONTRACTOR

Dated: _____, 20 _____

BY: _____

Signature of Authorized Officer

Name and Title of Authorized Officer

Address

City, State, Zip Code

INSURANCE REQUIREMENTS

GENERAL REQUIREMENTS:

1. Certificate of Insurance must include:

- A. Insuring Company’s Name.
- B. Full Mailing Address of Insurance Company’s Issuing Branch Office;
- C. Policy Number (s);
- D. Policy Effective and Expiration Date (s)
- E. Policy Limits;
- F. Deductible (s) or statement that “No deductible is applicable”;
- G. As respects General Liability Coverage, statement that “occurrence type” coverage rather than “claims made type” coverage provided;
- H. Certificate (s) must include an original signature or an original stamp of the agent’s signature.
- I. Notice of Cancellation

2. Required Insurance endorsements: must have policy number typed on endorsement.

NOTE: No SCAP funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

3. In the event insurance coverage expire at any time or times during the term of this Agreement, CONTRACTOR agrees to provide, at least thirty (3) calendar days prior to said expiration date, a new certificate (s) of insurance evidencing insurance coverage (s) as provided for herein for not

less than the remainder of the term of Agreement. New certificates of insurance are subject to review for content and form by SCAP.

REQUIRED COVERAGE

1. Fidelity and Depositors Forgery Coverages
2. Property Coverage
3. General Liability
4. Sexual Abuse Liability Coverage
5. Vehicle Liability Coverage
6. Professional Liability Coverage
7. Workers' Compensation
8. Self-Insurance

No SCAP funds will be called upon to fund any losses resulting from any SCAP funded contract.

INSTRUCTIONS FOR COMPLETING THE PROPOSAL APPLICATION

In this section, respondents must provide a description of the services proposed, i.e. administrative procedures, systems, and services planned.

- A. The Request for Proposals must be utilized as the proposal format for responding to the RFP.
- B. Provide the information required of each section as concisely, yet completely, as is possible. Be specific and, where appropriate or deemed necessary, provide examples that clarify descriptions.
- C. Provide information in the exact order as it is requested on the standard RFP response format provided.
- D. Be sure to include the corporate resolution or other valid instrument that certifies the authority of the signatory to negotiate and contractually bind the responding agency.

REQUIRED RESPONSE FORMAT

SOUTHEASTERN COMMUNITY ACTION PARTNERSHIP, INC.

JANITORIAL SERVICES PROPOSAL

1. Respondent Agency: _____

2. Street Address: _____

City: _____ State: _____ Zip _____

3. Contact Person: _____ Phone: _____

4. Agency Status:

Private Non-profit _____ Private for-profit _____

Public Agency _____ Other: (Specify) _____

5. ASSURANCE AND CERTIFICATION:

I, (We), the undersigned, as the duly authorized representative(s) of the respondent agency, affirm that the information and statements contained within this proposal, to the best of my (our) knowledge, are truthful and accurate, and further, that I (we) am (are) duly authorized

to submit this proposal from the respondent agency to deliver services. The corporate resolution, or other valid instrument, is attached that certifies the authority expressed.

Signature

Date

Signature

Date

If proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If proposer is an individual, that individual shall sign.

If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or an equivalent document must be submitted with the proposal.

ORGANIZATIONAL STRUCTURE

Describe your organization. Include background, purpose, and number of years in existence, number of staff, and lines of authority.

PROPOSES COST (S): _____

RESPONSES:

Please respond completely to the following:

- 1) What experience does your firm have in regards to providing janitorial services/light maintenance to a non-profit organization?
- 2) What are the qualifications and experience of the personnel assigned to the weekly tasks?
- 3) What technical expertise does your firm have regarding the operations of equipment and the use of cleaning chemicals?
- 4) What mechanisms will be in place to communicate with your staff?
- 5) What procedures do you utilize to monitor the work of the personnel assigned? Include how often such monitoring occurs?
- 6) What quality control methods do you utilize to assure the cleanliness of building?
- 7) Please provide information on the scheduling methods utilized by your firm.
- 8) How will you assure that weekly coverage is maintained in the event of illness or vacations of your personnel?
- 9) Provide the name, address, and phone numbers of the personnel responsible for the weekly activities.
- 10) Please describe how you will handle complaints regarding the cleanliness of each of the office building?

REFERENCES

To be completed by all respondents:

References (Agencies/Organizations)	Contact Person & Phone Number:	Period of Time, Type of Service (s) Provided, and Amount of contract:

45 CFR 74.13 -- Debarment and suspension Recipients are subject to the non-procurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension," 45 CFR part 76. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

<p>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions</p>

This certification is required by the regulations implementing E.O.s 12549 and 12689, Debarment and Suspension, 45 CFR part 76.

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

PUBLIC NOTICE

Southeastern Community Action Partnership, Inc. , 501(c) (3) agency, is releasing a Request for Proposals for qualified applicants to provide janitorial and light maintenance services for the Administrative offices.

This Request for Proposals will be released on June 30, 2023. Proposals will be due on August 03, 2023 at 4:00 p.m.

Southeastern Community Action Partnership, Inc. requires that specific insurance requirements are met before a contract is entered into with a contractor. These requirements relate to bond coverage, general liability, automobile liability, and workers' compensation coverage.

Requests for copies of the Request for Proposals can be made to Cynthia Foskey by email at foskeyc@scapnc.org or by phone at (910) 277-3500, mailing address is Southeastern Community Action Partnership, Inc., Post Office Box 1025; Lumberton NC 28359.

