



OF CUMBERLAND COUNTY

351 Wagoner Drive, Suite 200  
Fayetteville, NC 28303  
P 910-867-9700 / F 910-867-7772  
ccpfc.org

## REQUEST FOR PROPOSALS

### SECTION I: ANNOUNCEMENT OF REQUEST FOR PROPOSALS

Unit: [PFC Resource Center](#) Issue Date: [May 1, 2024](#)  
Title: [Janitorial and Carpet Cleaning Services](#) Close Date: [May 30, 2024](#)

Send All Proposals To: [Michelle Downey mdowney@ccpfc.org](mailto:mdowney@ccpfc.org)

Or via postal service/hand delivery:  
RFP: Partnership for Children Resource Center [Janitorial & Carpet Cleaning Services](#)  
Proposals Partnership for Children of Cumberland County, Inc.  
Attention: Michelle Downey, Contracts Coordinator  
351 Wagoner Drive, Suite 200  
Fayetteville, NC 28303

Questions may be directed to: [Mike Yeager, Facility Operations Manager, 910-826-3056](tel:9108263056)

It is the sole responsibility of the offeror to have the proposal submitted by 5:00pm on the Close Date as specified above. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals may be returned via email, postal service or hand delivery.

### SECTION II: SCOPE OF WORK

The Partnership for Children of Cumberland County, Inc. (hereinafter referred to as the "Local Partnership") is soliciting proposals to establish a contract through competitive negotiations. The purpose of this Request for Proposals (RFP) is to acquire the goods and/or services of a qualified contractor (hereinafter referred to as the "Contractor") to provide [janitorial services for all areas of the Partnership for Children Family Resource Center unless excluded by written notice from the Facilities Operations Manager.](#)

[Perform deep extraction truck mounted steam cleaning for carpeted floors in hallways, stairways, meeting rooms and offices. Perform extraction cleaning of upholstered furniture and other cleanable upholstery as requested. Perform water extraction and drying services upon request.](#)

This is a proposal for 1 year of service; [July 1, 2024](#) through [June 30, 2025](#).

*PFC is a 501(c)(3) non-profit organization supported by public and private funds through Smart Start, NC Pre-K, tax-deductible donations, and grants.*



a partner  
in the  
  
smart start  
network

# Be the Driving Force.

## **Daily Night Services will include but are not limited to:**

### **Lobbies/Entrances**

All containers for waste materials will be emptied and new liners installed during daily service. Carpeting and walk off floor mat surfaces will be vacuumed during each daily service, to ensure debris removal and spots/stains cleaned as needed. Hard floor surfaces will be swept or vacuumed and then be mopped to a clean state. Glass entry door surfaces to be cleaned daily. All open surfaces of furniture and fixtures will be dusted/vacuumed, or damp wiped to ensure cleanliness. Drinking fountains will be cleaned and disinfected. Exterior trash receptacles at entrances are to be emptied daily and new liners installed. Debris will be picked up within 10 feet of the entryways. Exterior cigarette butt dispensers at designated smoking area will be emptied monthly or as needed.

### **Lounges/Kitchenettes**

Floor surfaces will be swept or vacuumed, to ensure debris removal and cleanliness. Hard floor surfaces will then be mopped to a clean state. All containers for waste materials will be emptied and new liners installed. Counter tops and sinks, tables, chairs, and cabinet fronts will be wiped cleaned and sanitized. Appliances exteriors will be wiped clean. Any food products left on the tables and counter tops shall be disposed of and reusable containers should be loaded into dishwasher. The dishwasher in the Suite 200 PFC lounge will be started if needed. Soap dispensers and towel dispensers checked and refilled as needed to ensure product availability.

### **Meeting Room, Workrooms, Training Rooms, Playrooms, Library**

All table top surfaces and counter top surfaces will be cleaned and sanitized and chair surfaces will be brushed/wiped/vacuumed as needed to ensure cleanliness. Electronic equipment dry dusted only. All containers for waste materials will be emptied and new liners installed. Tables and chairs to be restored to usual layout order. Floors will be vacuumed to a clean state, and spills on carpets cleaned at least weekly as needed. Whiteboards will be wiped clean with cleaner at least once weekly. Window sills and blinds in all areas are to be dusted and damp wiped clean. Open surfaces of counters, cabinets, lamp fixtures, plants, and picture frames, etc will be dusted and/or damp wiped clean.

### **Hallways, Stairways, Elevators**

Floors/stairs will be vacuumed to a clean state daily, and spot cleaned at least weekly if needed. Walls wiped clean as needed. Water fountains cleaned and sanitized. Stainless steel locations polished weekly.

### **Offices**

All containers for waste materials will be emptied and new liners installed. All open surfaces of window ledges, blinds, chairs, cabinets, shelves, tops of partitions, and wall hangings will be dusted and wiped to prevent buildup. Floors will be vacuumed daily to a clean state, and spills on carpets cleaned at least weekly as needed.

Employee desk tops are cleaned or dusted by contractor on the 2nd Friday of each month only if pre-requested through the Facilities Operations Manager and after staff have removed furnishings (no rearrangement of work product will be allowed). Electronic equipment to be dry dusted only.



### **Restrooms**

All containers for waste materials will be emptied and new liners installed. **All** surfaces are to be cleaned and **sanitized** (to make sanitary, as by cleaning and disinfecting) daily using cleaning solutions capable of killing common germs. Soap, towel and toilet paper dispensers checked daily and refilled as needed to ensure product availability. Use of "stub roll" feature will be used on current towel dispensers. Toilet paper rolls to be replaced after complete use of roll. Mirrors are to be cleaned daily. Floor surfaces will be swept or vacuumed, and mopped daily with sanitizing solution to ensure cleanliness and disinfection. By the 10th of each month contractor will insure that all floor drains in restrooms and in closet room 2446 will have been flushed with at least one quart of liquid to maintain "liquid seal" as to prevent back venting of gases into living space. Wall surfaces and wall partitions will be damp wiped weekly or sooner as needed to maintain cleanliness and sanitary conditions.

### **Day Porter**

Contractor will provide labor and materials needed to staff one (1) day porter position that is primarily responsible for performing disinfectant cleaning using CDC approved method of wiping high-touch surfaces in all the "common areas" of the Family Resource Center, during business hours (current hours: Monday through Friday, 8:00 am-7:00 pm and Saturday, 8:00 am-1:00 pm). At the beginning of the morning shift, the day porter will begin in the main lobby and wipe all high-touch surfaces of the entire building common hallways before beginning restrooms. Porter will check room schedules to determine the conclusion of each meeting and clean as needed. Replacement of restroom trash can liners will be made only if soiled/smelly materials have been discarded. Mopping of restroom floors contingent on spills. Refill towel and paper dispensers following use of "stub roll" feature will be used on dispensers with that ability. Toilet paper rolls to be replaced after complete use of roll.

### **Weekly Services**

As needed, emptying of recycling collection containers from conference rooms, kitchens, and designated common collection points in the center and placing it in the recycling bins located outside of the 400-wing rear glass doors. Vending machines surfaces will be damp wiped clean top to bottom. Perform vacuuming and dusting cleaning of any vacant suites as needed.

### **Monthly Services**

The 200-wing PFC Staff Lounge Kitchen (room 1232), the 300-wing Staff Lounge (room 2307), and the Kitchenette within the Multi-Purpose conference room (room 2329), will on the 2nd Friday night of each month be thoroughly detail cleaned to include wiping and sanitizing of all surfaces to include the outside and inside of cabinets, microwaves, and small appliances, water dispenser outside and catch trays. Refrigerators located in these rooms will be sanitized outside and inside, after verifying that dishes and/or containers are properly labeled to show ownership and are dated within 14 days of the cleaning event. All factory packaged condiments and/or food materials shall be verified for expiration date and disposed of as needed. Photos of expired or improperly labeled items prior to disposal is suggested. All other refrigerators and food heating equipment are the responsibility of the agency and staff from which they are located. .

### **Quarterly Services (completed prior to the last day of the month in July, October, January and April)**

HVAC registers and grilles will be vacuumed and damp wiped clean with cleaning solution to prevent dust and/or buildup.

VCT floors will be stripped and waxed (3 coats minimum) annually prior to the last day of July each year and then buffed or recoated quarterly (prior to the last day of the month of the remaining quarters) to maintain appearance.

Replace air freshener batteries and refills quarterly in each restroom.

Ceramic tile floors and LVT floors in all areas are to be machine scrubbed prior to the last day of the month for each quarter, to ensure sanitization, grout cleanliness, and clean appearance. No wax/shine products will be applied to ceramic surfaces.

All interior and exterior sides of window glass surfaces in downstairs lobbies of both wings are to be cleaned quarterly (prior to the 30th day of the months of July, October, January, and April) and touched up as needed. NOTE: Entry door glasses are cleaned daily.



## General Guidelines

Services will be provided 6 days of each week during non-business hours. Work shall not begin before 9:00 pm Monday through Friday or before 5:00 pm on Saturdays (exception: holidays and/or special circumstances as directed by PFC). CDC approved COVID-19 cleaner will be used for all areas and surfaces calling for damp wipe. Contractor will supply and use commercial grade cleaning supplies and equipment and when possible meet minimal "green" practices. All lights will be turned off, office doors closed, and suite door locked at the end of daily operation. PFC will supply: paper towels, toilet paper, hand soap for dispensers, feminine product disposal liner bags and trash can liners for dispensers only. Contractor will supply their own cleaning materials needed including: towels, wipes, liquids, brooms, mops, vacuums, and other appliances. By the 10th of each month the janitorial contractor designee will perform a walk through inspection to determine continued quality of service and contract obligations are being met. A report shall be submitted by email to the Facility Operations Manager after each walk through noting findings and corrective actions taken as needed.

## Carpet/Upholstery Cleaning & Water Extraction

1. Perform deep extraction truck mounted steam cleaning method of cleaning for: carpeted floors in hallways, stairways, meeting rooms, and offices.
2. Perform extraction cleaning of upholstered furniture, meeting room chairs, and other cleanable upholstery as requested.  
Note: For carpet cleaning services, occupied office spaces do not normally require the movement of desk, file cabinets, or other large furniture items without prior approval and pricing. Only chairs and small items to be moved during the cleaning process.
3. Perform water extraction services and drying measures upon request.  
Note: This process may require the movement of furnishings as needed for effect.

**Any questions about clarity of services provided need to be directed to the Facility Operations Manager prior to contract signing.**

## Additional Requests

From time to time, additional requests may be made by the Local Partnership. Most requests of this type will be minor. Any major requests for additional services will come from the Facilities Operation Manager and will be invoiced separately. The Contractor will provide an estimated cost to perform any major requests to the President for approval before work is to be performed.

## Important Notice Regarding Contract Requirements

In addition to other contractual obligations and requirements, Contractors awarded contracts for service where they or their staff, agents or representatives may be present outside of normal business hours for the Partnership for Children Resource Center are required to submit to the Local Partnership the following documentation:

*A photograph of and a criminal background check for every employee, agent or representative who may provide services under the Contract **before that employee, agent or representative begins work** within the Partnership for Children Resource Center and at least annually, thereafter. Criminal background checks provided by the Contractor for each employee, agent or representative must cover a period of not less than seven (7) years and include records for all addresses at which the employee, agent or representative has resided during that time period. Background checks older than 60 days at the time of receipt by the Local Partnership will not be accepted. To ensure adherence to federal and state laws and regulations, criminal background checks will be accepted from an established, reputable reporting agency pre-approved by the Local Partnership; or a source subsequently approved in writing by the Local Partnership's President. Criminal background checks will be accepted, reviewed and maintained in accordance with the Local Partnership's Policy governing such, a copy of which can be provided to the Contractor upon request.*



**SECTION III: EXECUTION OF PROPOSAL – The information in this section must be completed by the offeror.**

By submitting this proposal, the offeror certifies the following:

- The proposal is signed by an authorized representative of the company;
- The offeror has, or can obtain, insurance certificates as required within ten (10) calendar days after notice of intent to award; The Local Partnership requires a minimum aggregate General Liability coverage of \$1,000,000 and Workers' Compensation Coverage. Additional insurances may be required dependent upon the services being provided;
- All labor costs, both direct and indirect, have been determined and are included in the proposal cost;
- The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable); and
- The offeror has read and understands the conditions set forth in the Request for Proposals and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within not less than ninety (90) days from the Close Date, to furnish the subject goods and/or services.

OFFEROR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
FEDERAL TAX ID NO.: \_\_\_\_\_  
LICENSE NUMBER(S): (if applicable) \_\_\_\_\_

***\*Please complete the form above in its entirety. In the event that your company is selected to provide the goods and/or services proposed, we must have your Federal Tax ID Number in order to prepare Contract Documents.***

***\*Please attach proof of your company's insurance.***

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_



**SECTION IV: COST PROPOSAL – The information in this section must be completed by the**

**offeror**. Please provide your cost to provide the goods and/or services.

The cost(s) provided must be good through **June 30, 2025**.

**Monthly rate** to provide all **JANITORIAL** services described in Section II: Scope of Work:

\$ \_\_\_\_\_ Hourly Rate for Day Porter: \$ \_\_\_\_\_

**CARPET/UPHOLSTERY/WATER EXTRACTION Pricing:**

\$ \_\_\_\_\_ per square foot carpet cleaning \$ \_\_\_\_\_ per sq.ft water extraction

\$ \_\_\_\_\_ meeting room/sidechairs upholstery cleaning/per chair

\$ \_\_\_\_\_ dehumidifier rental per day \$ \_\_\_\_\_ air mover rental per day

\_\_\_\_\_ **Unable to provide carpet/upholstery/water extraction work**

**Invoicing Schedule** (Check one):

At the beginning of each month for services rendered during the previous month

At the completion of each task or deliverable

Quarterly

Other (*please specify*) \_\_\_\_\_

Please list the days and times you are available to provide the goods and/or services described in Section II: Scope of Work.

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Please provide any additional information you feel is important.

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**SECTION V: REFERENCES**

Offeror must supply at least three references for firms for which it has done similar or related work during the past three years.

1. Agency or Firm Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Description of Services \_\_\_\_\_

2. Agency or Firm Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Description of Services \_\_\_\_\_

3. Agency or Firm Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Description of Services \_\_\_\_\_

4. Agency or Firm Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Description of Services \_\_\_\_\_

5. Agency or Firm Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Description of Services \_\_\_\_\_



## **SECTION VI: GENERAL INFORMATION ON SUBMITTING PROPOSALS**

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or such other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. OFFEROR SPECIFICALLY AGREES TO THE CONDITIONS SET FORTH IN THE ABOVE PARAGRAPH BY SIGNATURE TO THE PROPOSAL.
2. **ORAL EXPLANATIONS:** The Partnership for Children of Cumberland County, Inc. shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
3. **REFERENCE TO OTHER DATA:** Only information, which is received in response to the RFP, will be evaluated; reference to information previously submitted shall not be evaluated.
4. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
5. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offeror's sole responsibility; the Partnership for Children of Cumberland County, Inc. will not reimburse any offeror for any costs incurred prior to award.
6. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer, which may be accepted within in a period of not less than ninety (90) days.
7. **PRICES IN EFFECT:** Proposed prices shall remain in effect for the life of the contract.
8. **TITLES:** Titles and headings in the RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal, the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Partnership for Children of Cumberland County, Inc. until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the Partnership for Children of Cumberland County, Inc., from contract award. Only discussions authorized by the Partnership for Children of Cumberland County, Inc. are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the Partnership for Children of Cumberland County, Inc. when received.





## SECTION VII: PROPOSAL SUBMISSION

1. Offerors are urged to submit a proposal for establishing, performing and/or providing the goods and/or services described herein. All proposals must be submitted strictly in accordance with the requirements for the Request for Proposal. Failure to furnish any required information with your proposal is grounds for rejection, at the option of the Partnership for Children of Cumberland County, Inc.
2. Each offeror shall demonstrate in its proposal that the firm and its management and employees are experienced and competent and that it has the background, training and experience to perform the services required by the Request for Proposal. This can be done by submitting, as an attachment, a Capability Statement of the firm.
3. Submit one original proposal to the address indicated on page 1 of this RFP.
4. All proposals must be received by the issuing agency not later than 5:00 pm on the date specified on page 1 of this RFP.
5. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
6. Proposals will be evaluated according to completeness, content, experience providing similar services, response time, the ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was most advantageous to the Partnership for Children of Cumberland County, Inc.
7. In addition to any other evaluation criteria identified in the solicitation document, the Partnership for Children of Cumberland County, Inc. shall, for the purposes of evaluating the proposal, consider the following factors to ensure that any award will be in the best interest of the Partnership for Children of Cumberland County, Inc.: total cost; level of quality information as provided by references; availability of pertinent skills; and licensing/registrations as appropriate.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the Partnership for Children of Cumberland County, Inc. reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the Partnership for Children of Cumberland County, Inc.
9. The evaluators reserve the right to request financial information as specified below. If requested, vendors must provide financial references in one of the forms outlined below within five (5) days from receipt of request: most recently accredited balance sheet; certified letter of credit or Performance Bond; statement from the company's financial institution indicating financial stability of the company.
10. If your firm is the successful vendor as a result of this solicitation, formal award will not be finalized until your firm has submitted all required insurance certificates.



## SECTION VIII: CONTRACT TERMS AND CONDITIONS

The following terms and conditions are those that must be accepted as agreeable upon execution of an award/contract. Due to the possibility of changes to our Contract templates required by the State, the terms and conditions as they appear in any actual contract awarded may differ from those found below. Should changes occur, the Contractor will be notified upon award that the terms and conditions have change.

**1. Independent Contractor:**

The Contractor is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Local Partnership.

**2. Subcontracting:**

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**3. Assignment:**

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

**4. Beneficiaries:**

Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Local Partnership and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Local Partnership and the Contractor that any such person or entity, other than the Local Partnership or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

**5. Key Personnel:**

The Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written approval of the Local Partnership. The individuals designated as "key personnel" for purposes of this Contract are those specified as the Contract Administrator, the person(s) authorized to sign contract documents, and the Project Manager, if applicable.

**6. Indemnification:**

The Contractor agrees to indemnify and hold harmless the State of North Carolina (the "State"), the Division of Child Development and Early Education of the North Carolina Department of Health and Human Services (the "Division"), The North Carolina Partnership for Children, Inc. ("NCPC"), the Local Partnership and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract.



**7. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about this Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Local Partnership:

**Mary Sonnenberg, President**  
**Partnership for Children of Cumberland**  
**County, Inc.**  
**351 Wagoner Drive, Suite 200**  
**Fayetteville, NC 28303**  
Telephone: (910) 826-3102  
Email: msonnenberg@ccpfc.org

For the Contractor:

**Name & Title**  
**Contractor Name**  
  
**Address**  
**Address Continued**  
**City, State ZIP**  
Telephone: (XXX)XXX-XXXX  
Email: name@company.ext

**8. Choice of Law:**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Contractor, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Cumberland County, North Carolina. The place of this Contract, and all transactions and agreements relating to it, and their situs and forum, shall be Cumberland County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement, shall be determined.

**11. Precedence Among Contract Documents:**

This Contract and any documents incorporated herein by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict in terms between or among the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The Contract Documents include this Contract, any amendments thereto, and the Attachments. The Contract Documents have the highest precedence followed by the Contractor's proposal. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**12. Survival of Promises:**

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive this Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.



**13. Availability of Funds:**

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor specifying the effective date of termination.

**14. Responsibilities of the Contractor:**

- A. Provide services as described in the Proposal submitted by the Contractor, the scope(s) of work of which is incorporated herein as Attachment I. In case of any conflict between the Proposal and this Contract, this Contract will take precedence.
- B. Provide staff, subcontractors, facilities and expertise to perform the services described herein competently and in the manner prescribed within the time frames described herein.
- C. Perform all work required by this Contract in accordance with all legal and contractual requirements, and with that degree of skill exercised under similar circumstances by reputable professionals with reputations for providing the types of services contemplated by this Contract.
- D. Submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- E. Attend scheduled meetings with the Local Partnership as requested.
- F. Obtain approval from the Local Partnership prior to implementation of any activity changes.
- G. Make available all records including general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Local Partnership, NCPC, the Division, or the North Carolina Office of the State Auditor or applicable Federal agencies.
- H. Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. §7B-101.
- I. To the extent permitted by law, submit to the Local Partnership, a photograph of and a criminal background check for every employee who may provide services under this Contract before that employee begins work within the Partnership for Children Family Resource Center ("PFCRC") and at least annually, thereafter. Criminal background checks provided by the Contractor on each employee must cover a period of not less than seven (7) years and include records for all addresses at which the employee has resided during that time period. Background checks older than 60 days at the time of receipt by the Local Partnership will not be accepted. To ensure adherence to federal and state laws and regulations, criminal background checks will be accepted from an established, reputable reporting agency pre-approved by the Local Partnership; or a source subsequently approved in writing by the Local Partnership's President. Criminal background checks will be



accepted, reviewed and maintained in accordance with the Local Partnership's Policy governing such, a copy of which can be provided to the Contractor up on request. *Please note this item may not be applicable.*

**15. Conflict of Interest:**

The Contractor expressly asserts that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor shall not employ any person or subcontractor having such interest during the performance of this Contract. The Contractor further agrees to notify the Local Partnership in writing of any instances that might have the appearance of a conflict of interest.

**These do not consist of the entire terms and conditions, a copy of which can be provided upon request.**

