



# **STATE OF NORTH CAROLINA**

**Western Piedmont Community College**

**Request for Proposal #: WPCC2023**

**Janitorial Services**

**Date of Issue: August 28, 2023**

**Proposal Opening Date: September 15, 2023**

**At 1:00 PM ET**

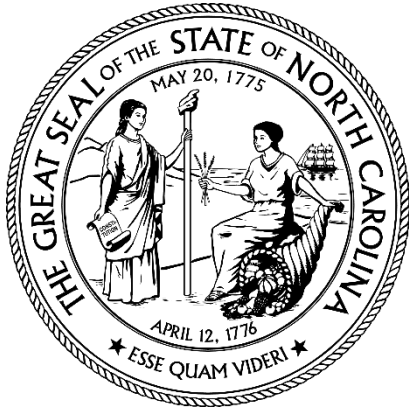
**Direct all inquiries concerning this RFP to:**

Robin Hall

Director of Purchasing

Email: [rhall@wpcc.edu](mailto:rhall@wpcc.edu)

Phone: 828-448-3107



## STATE OF NORTH CAROLINA

### Request for Proposal #

**WPCC2023**

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

*Sealed, mailed responses ONLY will be accepted for this solicitation.*

<h2 style="margin: 0;">STATE OF NORTH CAROLINA</h2> <h3 style="margin: 0;">Western Piedmont Community College</h3>		
Refer <u>ALL</u> Inquiries regarding this RFP to: <b>Robin Hall</b> Email rhall@wpcc.edu	Request for Proposal #: WPCC2023	
Using Agency: Western Piedmont Community College	Proposals will be publicly opened: September 15, 2023 @ 1:00 PM ET	
Requisition No.:	Commodity No. and Description: 761115 Janitorial Services	

**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 understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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 agency.

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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; 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 State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not 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 #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: WPCC2023

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

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of Western Piedmont Community College)**

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## 1.0 PURPOSE AND BACKGROUND

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Western Piedmont Community College (WPCC) seeks proposals from qualified vendors to provide janitorial services and consumables for its facilities located on and off the main campus. The successful Vendor shall furnish labor, tools, equipment, materials and supplies as needed to perform janitorial services.

WPCC is located in Morganton, NC and is a member of the NC Community College System with approximately 5,600 students and 300 employees. The college is approximately 427,678 sq. feet of academic, laboratory, offices and classroom space. The Vendor shall provide janitorial services as specified in this RFP and as deemed industry standard for the housekeeping profession.

The word "State" in this RFP document shall be interpreted to cover the college.

The intent of this solicitation is to award an agency specific term contract.

### 1.1 CONTRACT TERM

The Contract shall have a term of *three (3)* years, beginning the date of final Contract execution (the "Effective Date") or [November 1, 2023, whichever is later.

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprourement.nc.gov/>.

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

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General 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 are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State 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 State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. 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 that shall be held open for the period required herein ("Validity Period" above).



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.

**2.4 RFP SCHEDULE**

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

Event	Responsibility	Date and Time
Issue RFP	State	Monday, August 28, 2023
Urged and Cautioned Site Visit	State	Tuesday, September 5, 2023 at 9:00 AM
Submit Written Questions	Vendor	Thursday, September 7, 2023 by 1:00 PM
Provide Response to Questions	State	Monday, September 11, 2023
Submit Proposals	Vendor	September 15, 2023 at 1:00 PM
Contract Award	State	November 1, 2023
Contract Effective Date	State	December 1, 2023

**2.5 SITE VISIT**

**Urged and Cautioned Site Visit**

Date: 09/05/2023  
 Time: 9:00 AM Eastern Time  
 Location: 1001 Burkemont Ave  
 Moore Hall Business Office  
 Morganton, NC 28655  
 Contact #: 828-448-6025 – Sandy Hoilman

**Instructions:** Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

**2.6 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 “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to *rhall@wpcc.edu* by the date and time specified above. Vendors should enter “RFP # WPCC2023: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become

an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State 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 the RFP and an addendum to this RFP.

## 2.7 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

**Mailing address for delivery of proposal  
via US Postal Service**

PROPOSAL NUMBER: WPCC2023  
Western Piedmont Community College  
ATTN: Robin Hall  
1001 Burkemont Ave  
Morganton, NC 28655

**CAUTION:** Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’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.**

- a) Submit a **signed, original executed** proposal response, [1] of photocopies, [1] un-redacted copy on a flash drive and, if required, [1] redacted (Proprietary and Confidential Information Excluded) copies on a flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) Copies of proposal files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Volume One must contain the entire Technical and Cost Proposal including any proprietary information and have the following label affixed to the flash drive: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume One - Technical and Cost Proposal Non-Redacted.”

Volume Two, if required for confidentiality, must contain the Technical and Cost Proposal excluding any proprietary information identified as confidential and proprietary in accordance with the Paragraph of the Instructions to Vendors entitled Confidential Information. Western Piedmont Community College, in responding to public records requests, will release the contents of this file. It is the sole responsibility of the Vendor to ensure that this file complies with the requirements of, Paragraph 14 of the Instructions to Vendors. The following label must be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume Two Technical and Cost Proposal– Redacted Copy”.

## 2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments. The Cover letter should also include the contact information for the vendor for future correspondence including phone number and email.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor’s Proposal addressing all Specifications of this RFP specifically vendor experience (Section 4.4 Vendor Experience); organization approach to this project (Section 5.14) and technical approach (Section 5.15).
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or 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 # WPCC2023 [for ‘name of Vendor’]”. Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various 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.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications 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 a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

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.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State’s eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### 3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

#### Price (30 Points)

##### Attachment A – Cost Proposal

Complete the Cost Proposal Attachment in this RFP. Provide a breakdown for annual janitorial cost. Include hourly pricing for additional service, on-call special circumstances and/or emergencies.

Example: The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 30. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$30 \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

**Technical (70 Points)**

- 1. **Qualifications: (Section 4.5 Vendor Experience) (30 Maximum Points)**
- 2. **Organizational Approach (Section 5.14) (20 Maximum Points)**
- 3. **Technical Approach (Section 5.15) (20 Maximum Points)**

**3.5 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

**3.6 INTERPRETATION OF TERMS AND PHRASES**

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. 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 State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State 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 State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

**4.1 COST PROPOSAL**

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete

ATTACHMENT A: COST PROPOSAL FORM and include in Vendor’s proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

## 4.2 INVOICES

The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide WPCC with an invoice for each month of janitorial services. Invoices shall include detailed information to allow WPCC to verify pricing at point of receipt matches the correct price from the original date of order. Invoices should be submitted to WPCC, 1001 Burkemont Ave, Morganton, NC 28655 and/or [payables@wpcc.edu](mailto:payables@wpcc.edu). The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order number, Item Descriptions, Price, Quantity, and Unit of Measure.

### 4.2.1 INVOICES FOR ROUTINE WORK

Vendor shall invoice WPCC for completed performance of the routine work, in compliance with the contract documents, WPCC shall pay the Vendor monthly, after approval of the invoice, an amount equal to the approved monthly cost. The Vendor shall provide invoices for monthly services within seven (7) working days of the end of the billable month. Invoice shall include a total for all facilities. All terms of this contract are dependent upon and subject to allocation of funds for the purpose set forth in this RFP document.

The Vendor shall be paid a fixed price on a monthly basis.

### 4.2.2 INVOICES FOR ADDITIONAL WORK

The Vendor shall submit an invoice to WPCC for additional work, which has been approved and completed to the satisfaction of the Contract Administrator.

***INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.***

## 4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to 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 into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State 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 State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

## 4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

## 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 WPCC. Vendor shall provide information as to the qualifications and experience of all of company management, supervisors, trainers, and team field leaders to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

- A minimum of five (5) years of experience in the janitorial business.
- A minimum of one (1) project of similar size and scope (square footage). The project must be current or performed within the last year.
- A minimum of three (3) years of experience with projects of similar size and scope described herein for the Project manager.
- A minimum of three (3) years of experience with projects of similar size and scope described herein for supervisory personnel for this work effort.

**4.6 REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Proposal.

**4.7 BACKGROUND CHECKS**

Vendor and its personnel are required to provide or undergo background checks at Vendor’s expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.
- f) Vendor shall not assign any employee with **domestic violence or sexual assault convictions** to a Western Piedmont Community College campus without prior approval.

Vendor’s response to these requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

**GENERAL INFORMATION**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

**BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

**DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.



- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  1. Original unaltered criminal background check from the organization providing the background check.
  2. The background check provider’s company name, company mailing address, and contact phone numbers.
  3. The full name of the individual, which matches the government issued photo ID.
  4. The current address of individual being checked.
  5. The date the criminal background check search was conducted.

**VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES  NO

**4.8 PERSONNEL**

Vendor warrants that 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 will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. 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).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

**4.9 VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting 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 of 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/or other Deliverables.

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

B. The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated. Increased or additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

a) <b><u>Employer’s Liability</u></b>	\$ 500,000.00	Each Accident
b) <b><u>Commercial General Liability</u></b>	\$1,000,000.00	Each Occurrence
	\$ 100,000.00	Damage to Rented Premises
	\$ 5,000.00	Medical Expense (Any One Person)
	\$1,000,000.00	Personal & Adv. Injury
	\$2,000,000.00	General Aggregate
	\$2,000,000.00	Products – Comp/OP AGG
c) <b><u>Automobile</u></b>	\$1,000,000.00	Combined Single Limit (Each Accident)

Awarded Vendor shall be required to submit a copy of their Certificate of Liability Insurance within fifteen (15) days of award.

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

### 5.1 GENERAL

The Vendor shall provide all management, supervision, labor, materials, supplies, tools and equipment required. The Vendor shall plan, schedule, coordinate and ensure the effective and economic performance of janitorial operations as specified in the RFP. The scope of work as described in this RFP includes the main and off campus buildings. WPCC shall delegate a Contract Manager to oversee the performance of this contract. The Contract Manager may do daily checks, interact regularly with campus customers, and interact daily with the Vendor to resolve any issues. The Contract Manager shall have the overall responsibility for ensuring the terms, conditions, and scopes of work/contract obligations are fulfilled.

### 5.2 SPACE INVENTORY

The table below shows the approximate gross square footage for each facility. The data is the most current in the College space inventory and is designed to provide the bidder with a representation of the buildings and area that will be part of this work effort.

Building Name	Construction/Acquisition	Floors	Gross Square Feet
<b>Foothills Higher Education</b>	(lease from Burke County since 2009)	2	121,000
<b>C Building (welding)</b>	1968	1	3,500
<b>Moore Hall</b>	1968	3	42,026
<b>Patton Hall</b>	1968	2	23,545
<b>E Building</b>	1971	2	17,199
<b>F Building</b>	1971	1	8,692
<b>Hildebrand Hall</b>	1977	2	24,933
<b>H Building</b>	1980	2	12,308

J Building	1985	1	9,145
Phifer Hall	1989	2	45,944
Breeden Hall	1994	1	2,430
Carr Hall	1997	2	36,600
Rostan Hall	2002	1	1,778
K Building	2003	1	27,032
Greenhouse/Headhouse	2017	1	1,200
Jim Burnett Hall	2008	2	16,500
ESTC Mobile Classrooms (2)	2020	1	1,920
Maint. Facility (restroom only)	2014	1	120
M Building (mechatronics)	2018	1	6,888
Kiln Building	2018	1	913
Skilled Trades Solution Center	2023	1	15,205
Cosmetology Center	(annual lease since 2017)	1	8,800
		<b>TOTAL</b>	<b>427,678</b>

Campus maps showing each building is located on our website: <https://www.wpcc.edu/campus-maps/>.

### 5.3 SCOPE OF WORK

The specific items and any specifications that the WPCC is seeking are listed below. Items offered by the Vendor must meet or exceed the listed specifications to be considered for award.

**WPCC shall provide the Vendor with all normal utilities necessary for the performance of the contract.**

#### MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT

- A. **Equipment Provided by Vendor:** The Vendor shall provide commercial grade equipment to fulfill the tasks of this contract. The equipment shall be maintained in good working order or replaced. Any equipment not in good working order should be removed and replaced immediately.

Vacuum cleaners shall have a HEPA filter with specifications that state it will remove particles as small as .3 microns and remove dust and debris that would pass through the machine. The filter shall be sealed at both ends to prevent leakage. Vacuum filters shall be replaced during the first 90 days of the 1<sup>st</sup> year contract and no less than twice a year thereafter. The replacement date shall be written on the filter.

- B. **Materials and Supplies Provided by Vendor:** The Vendor shall provide all materials, supplies and incidentals required during the term of the contract to accomplish the work described herein to include but not limited to toilet paper, paper towel, hand soap, trash can liners, and cleaning products and supplies for the facilities.
  1. Materials specified for the work shall be acceptable for the intended application. Only commercial quality cleaning supplies shall be used. Sanitizers, sterilizers, and disinfectants shall be EPA registered and approved for effective use against blood borne pathogens, including hepatitis B and HIV. All containers, applicators and bottles shall be labeled with the products name they contain.
  2. The vendor shall provide all can liners, 8 mil thickness to prevent rupture and spillage. Nightly changes of can liners is NOT required if the product is not soiled or contaminated.

- 3. Vendor shall always maintain one (1) week’s supply of all products on site.
- 4. Vendor shall provide employees with an identification badge or a uniform that must be displayed/worn at all times while on Campus. The Company, employees name and picture are to be provided on the badge or the Company and employees name shall be displayed on the uniform.

**C. College Provided Workspace:**

WPCC will provide the janitorial closets for use by the Vendor and other storage areas as available.

**5.4 TASKS**

Item	Description of Task	MINIMUM FREQUENCY	Service Offered Meets Specification
<b>Floors</b>			
1	Vacuum / sweep all floors including elevators and elevator door tracks. Carpet pile shall not be allowed to become flat or matted.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Remove spots, embedded debris, loose paper, pins, clips and other trash including under mats.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	All stairways and landings are to be swept and/or vacuumed.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	All non-carpeted floors are to be swept or vacuumed and mopped.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Entrance mats shall be swept or vacuumed.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	All stairs, and landings shall be scrubbed with soap and water. All handrails stringers, risers, and balusters shall be wiped clean.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Concrete stairs and landings shall be scrubbed with a cleaning compound and rinsed. No finish is to be applied to stair components.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Dust mop raised floors in computer classrooms. Damp mop floors.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Spot clean soiled carpet.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Vacuum corners and edging around rooms.	Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Restore all shine to tile, linoleum, terrazzo, and polished stone floors. Floors shall maintain a high gloss finish.	Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Complete shampooing of carpet.	Semi-Annually	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Furniture</b>			
13	Remove dust from all offices (occupied or un-occupied), furniture, telephones, desks, chairs, credenzas and horizontal visible surfaces seven (7) feet or below, that	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO

	are cleared (not including personal items such as pictures, paper weights, pen holders etc.) using a vacuum cleaner or appropriate duster		
14	Clean and wipe down furniture frames and lockers.	Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Clean stuck on debris at the base of chair/desk rungs, vacuum dust out of chair seats, arms and backs.	Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Hardware</b>			
16	Clean and polish door hardware, to include kick plates, knobs, levers, plates, and plaques.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Clean, disinfect and polish all exterior doors, door knobs, push plates, pulls, exit devices and other hardware.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Restrooms</b>			
18	Restrooms shall be swept and mopped or wet scrubbed with soap and water using a disinfectant cleaner.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	Clean ceilings and remove dust to include the grills and diffusers.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
20	Polish all items that have a luster. Refill products (paper / soap) as needed.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
21	Deodorize, wash and disinfect all toilets, toilet seats, urinals, sinks, partitions, countertops, dispensers and chrome or stainless-steel surfaces including but not limited to door knobs, handles, levers, push pull plates, shelving, cabinets, mirrors, escutcheons, and exposed sink drains.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
22	Floor drains shall be filled with sanitizer to be clearly seen.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
23	Traps shall be deodorized and disinfected.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
24	Deodorize, wash and disinfect all traps and drains.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
25	Scrub walls with a disinfectant cleaner	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
26	Ceramic, porcelain, slate and quarry tile is to be scrubbed only no wax or sealer shall be applied.	Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Windows</b>			
27	Interior windows shall be cleaned as needed and shall be free of smudges and streaks.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
28	Wash all exterior windows. Windows are to be cleaned and dried and shall be free of smudges and streaks. NOTE: Ladders and safety equipment shall be provided by the Vendor.	Annually June of Each Year	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Trash</b>			
29	Empty all interior trash cans. Clean trash cans as needed.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
30	Collect all items marked as TRASH. Place recyclable items in their appropriate containers. Trash and cardboard shall be placed in dumpsters. NOTE: If a box containing items is NOT labeled TRASH either on the floor or otherwise it is NOT to be thrown away. Empty cardboard boxes placed in the halls or corridors are to be discarded.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO

31	Change liners weekly or as needed to maintain cleanliness and odor elimination.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
	<b>Misc.</b>		
32	Clean and sanitize all water fountains using a stainless-steel cleaner/polish.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
33	Clean and sanitize all sinks, counter tops, and backsplashes in break rooms, lounges, shops, labs and/or kitchen areas.	Daily	<input type="checkbox"/> YES <input type="checkbox"/> NO
34	Spot clean all walls as needed.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
35	Remove all cob webs in interior and exterior of building including inside of window frames.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
36	Ledges, sills, door frames, door signs, grills, mullions, partitions, hand rails, and other horizontal surfaces shall be cleaned and free of buildup or stuck on debris.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
37	Clean blinds, shades and shutters, removing dust, dead insects and trash from window sills. Blinds shall be adjusted to a consistent 45-degree angle front to back (from outside looking in). Notify the Contract Administrator of damaged or broken items.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
38	Student desks shall be cleaned removing dust and build up or stuck on debris and shall be arranged in a neat and orderly manner.	Weekly	<input type="checkbox"/> YES <input type="checkbox"/> NO
39	Exterior of recycling containers shall be cleaned and wiped down with a disinfectant cleaner	Monthly	<input type="checkbox"/> YES <input type="checkbox"/> NO
40	Clean all air grills, air returns (including fixed and removable louvers), ceilings, doors, and headers within the flow of air.	Every 3 Months	<input type="checkbox"/> YES <input type="checkbox"/> NO

**5.5 RECYCLING/WASTE REDUCTION**

The College provides desk side recycling containers in all offices and copy rooms. The College provides beverage container recycling bins near break and vending areas and corridors. The College has setup and maintains centralized recycling sites (near Moore Hall).

The Vendor shall be responsible for taking cardboard boxes to the cardboard pick up area located at the nearest dumpster. WPCC occupants will place cardboard in corridors or mark "TRASH" on the side and place on floor for recycling.

The Vendor shall perform any recycling duties as it relates to emptying bins or containers.

**5.6 MANPOWER**

- A. **Supervision:** The Vendor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The Vendor shall provide the Contract Administrator with the name, location, cellular telephone number and E-mail address of the supervisor specifically designated for this contract. The supervisor shall be available at all times, while contract work is in progress, to receive notices, reports or requests from the Contract Administrator. The single point of contact and other supervisory employees/job managers must be able to read, write and speak English. The single point supervisor shall be capable of correcting reported discrepancies as necessary within four (4) hours as needed.

The Vendor shall provide an on-site supervisor at night while work is being performed.

- B. **Standards of Conduct:** The Vendor shall be responsible for maintaining exceptional standards of employee work performance, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. The Vendor shall be responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, use College telephones, computers, or other media type equipment except when authorized.

Each employee is expected to adhere to standards of behavior that reflect favorably on the Vendor and the College. The College reserves the right to request removal of employees that the Contract Administrator deems to have demonstrated unsatisfactory performance, behavior or conduct.

- C. **Security**

1. The Vendor shall comply with all security requirements in the building(s) where work is being performed or in a space which must be accessed in the performance of work. All security requirements must be met and employees cleared, as may be required prior to the Vendor performing work in the area. Employees that do not meet security requirements will not be allowed to work. Employee clearance shall include background checks, paid for by the Vendor and copies provided to the College.
2. Vendor’s employees shall not remove any articles from the facility regardless of its value, and regardless of any employee’s permission. This includes any item found in the trash.
3. Employees shall not leave keys in doors or admit anyone into any building or office that is not a designated employee of the Vendor. All doors, which were locked upon entry, shall be immediately relocked. All lights shall be turned on as the space is cleaned and turned off when leaving.

- D. **Vendor Personnel**

1. The College reserves the right to approve changes in supervisory and project manager personnel, and any other key personnel working under this contract.

## **5.7 ACCESS TO BUILDINGS**

- A. Access to the buildings shall be provided as outlined under Section 5.10 Key/Lock/Security System Control.
- B. Security alarm code(s) will be furnished to the Vendor for access to the facilities as deemed necessary by the College. Under **no** circumstances shall the codes be distributed or revealed to others.
- C. Vendor employees shall not be accompanied in their work areas on the premises by acquaintances, family members or any other person unless that person is an authorized Vendor employee.

## **5.8 EMERGENCIES**

The Vendor shall maintain service every day and require entire work force assigned to WPCC to be available to secure the facilities for protection of life and property in the event of emergencies due to snow, ice or disaster such as, but not limited to, hurricanes, tornadoes, floods and fires. The Vendor or employees shall perform all work as directed by the Contract Administrator and shall keep all pertinent records of work performed.

## **5.9 DRUG FREE WORKPLACE**

- A. The Vendor acknowledges and certifies that it understands that the following acts by the Vendor, its employees and/or agents performing services on campus property are prohibited:
  - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  - 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- B. The Vendor further acknowledges that by executing this contract it understands that a violation of these prohibitions constitutes a breach of contract and may result in termination of this contract and may result in criminal penalties.

**WESTERN PIEDMONT COMMUNITY COLLEGE IS A TOBACCO FREE INSTITUTION**

**5.10 KEY/LOCK/SECURITY SYSTEM CONTROL**

Keys or cards for access to buildings will be provided by the College to the Vendor. The Vendor’s supervisor will issue keys/cards daily and check the keys/cards back in prior to the end of the shift. No College keys/cards shall leave campus. The Contract Administrator may conduct periodic unannounced key inventories. No deposits shall be required; however, the Vendor shall be responsible for the cost of lost keys/card or lock rekeying. There shall be a \$10.00 charge per key, \$25 charge per card; rekeying charges will be actual costs plus 10%. LOST KEYS MUST BE REPORTED TO CAMPUS SECURITY IMMEDIATELY.

At the end of the contract, all keys and cards shall be returned to the Contract Administrator on the last effective date of the contract. The final invoice for this contract will not be paid until all keys and or cards are returned and any charges for those not returned or rekeying charges have been collected.

Employees shall not leave keys in doors or unsecure places. All doors which were locked upon entry shall be immediately relocked. Under no circumstance shall any door be opened and the space left unattended.

Security system codes will be provided to the Vendor for entry. System(s) shall be rearmed when the user completes the tasks or departs from an unoccupied building. Information related to the security and operation of premises is protected and not to be discussed with anyone except employees working directly for the Vendor. Breach of security of a building shall be grounds for breach of Contract.

**5.11 SAFETY AND HEALTH**

- A. General: The Vendor shall maintain or establish a complete safety and health program to assure safety of Vendor employees, and College students and staff. This program will include employee training, personal protective equipment, hazardous materials and equipment, blood borne pathogens, safe equipment operation, policies and procedures.
- B. Accident Reporting: Serious accidents including but not limited to those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, lost work time or damage to property other than that of the Vendor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each accident report, which the Vendor or Subcontractors at any level, submits to their insurance carriers in regard to accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but no later than seven (7) calendar days after such occurrence.

**5.12 PARKING**

Parking permits shall be provided to the Vendors employees free of charge. Parking rules and regulations are posted on the WPCC web site(www.wpcc.edu) or available in print at the Security Office. It is the responsibility of the Vendor to secure and display proper permits on all vehicles while on campus and shall be responsible for any violation fees associated with non-compliance with parking regulations.



### 5.13 SCHEDULE OF JANITORIAL SERVICE

- A. General: Advanced janitorial services shall be performed in accordance with this RFP and by established cleaning methods and standards. The task and frequency of janitorial services shall be performed as needed to maintain the facilities to the level specified. A description of the tasks is listed in section 5.4 TASKS.

**Employees shall not clean, unplug or move copy machines or other office machines without the permission from the Contract Administrator.**

- B. The Vendor shall perform the work daily between 2:00 PM through 10:00 PM Monday through Friday excluding holidays or special cleaning schedules such as Christmas Break deep clean. Saturday may be requested as needed.
- C. To assist with daily operations, one (1) person (Day Porter) must be on site Monday through Friday, 7:30 am to 3:30 pm to clean the rest rooms and other general cleaning including but not limited to emergencies as needed.
- D. The Vendor shall provide a schedule for stripping and re-waxing at least five (5) days in advance. The Vendor must coordinate strip and re-waxing activities with the Contract Administrator (in order to schedule with faculty/staff or technology as needed).
- E. The Vendor shall also be required to respond to non-routine tasks. The College will compensate the Vendor for this additional work as outlined in the hourly rates in Attachment A: Cost Proposal.  
Typical non-routine tasks include:

- 1. Special detailing or cleaning for a special event.
- 2. Responding to emergencies such as water spills when staff are not on site, or that requires special equipment.
- 3. Weekend cleaning for special events.

- H. The College is normally closed on the following holidays. Except as outlined otherwise, cleaning of facilities is not required on these days:

New Year’s Day	Martin L. King’s Day
Easter (Friday or Monday)	Memorial Day
Independence Day	Labor Day
Veteran’s Day	Thanksgiving (2 days)
Christmas (3 days)	

- I. The Vendor shall respond to service calls when contacted and approved by the Contractor Administrator within two (2) hours. When contacted by the Contract Administrator, the Vendor shall respond and go to the site if already on campus, or come to campus if not on campus, to cleanup emergencies. Emergencies include items such as major leaks. The Vendor shall receive additional compensation for responding to emergencies when staff is not already on site, or if the emergency requires special equipment. The Vendor shall provide the Contract Administrator one contact phone number for use in emergencies.

### 5.14 ORGANIZATIONAL APPROACH

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. Vendor should also include the company’s employee recruitment/retention plans, employee training, and breakdown of employees for our campus.

### 5.15 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outlined, and/or graph form the Vendor’s approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing

each shall be included. Vendor shall describe their plans for conducting inspections, plan for correcting deficiencies, including how they will communicate those matters with the college.

The proposal response must include a Service and Implementation Plan that demonstrates the vendor’s ability to have all resources in place within thirty (30) days of Notice of Award.

## 6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

**WPCC Contract Administrator** – Responsible for contract functions that are performed after all parties have signed a contract, including any modifications of the contract.

Contact: Robin Hall  
[rhall@wpcc.edu](mailto:rhall@wpcc.edu)  
828-448-3107

**WPCC Contract Manager** – Responsible for ensuring compliance with the contract terms and conditions, while giving attention to the performance of the stated output and outcome of the contract.

Contact: Sandy Hoilman  
[shoilman@wpcc.edu](mailto:shoilman@wpcc.edu)  
828-448-6025

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	

Email:	
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### 6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor shall meet with the Contract Administrator each month during the first three (3) months of the contract or when issues arises. The meetings shall occur between 8:00 AM – 5:00 PM as shown in the below table. Meeting may be rescheduled when there is a conflict. The Vendor may send an authorized representative to represent the Vendor at the meeting. However, cleaning personnel cannot represent the Vendor. The meeting shall include an inspection of the building(s), and evaluation of the past month’s performance. The Contract Administrator may waive the monthly meeting if there are no issues with the services. All issues found or discussed during the meeting shall be corrected within five (5) working days. The purpose of these meetings will be to review project progress reports, discuss performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. Vendor and contract administrator will determine a regularly scheduled meeting thereafter based on needs which may be monthly, quarterly, or other time period.

Post Award Review Meeting Dates and Times (tentative)
December 8, 2023, at 2:00 PM
January 12, 2024, at 2:00 PM
February 16, 2024, at 2:00 PM

### 6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

### 6.4 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- A. Vendor agrees that it, its agents and employees shall comply with all municipal, county, state and federal laws, rules, regulations, and ordinances applicable to the work to be performed under any resulting contract including but not limited to health, fire, public safety, and environmental regulations. Vendor shall obtain all necessary permits, pay all license fees and taxes to comply therewith.
- B. Vendor agrees that it, its agents, subcontractors, and employees will abide by all rules, regulations, and policies of WPCC during the term of this contract, including any renewal periods.
- C. Firearms are not permitted on campus property per State and Federal Law. Violators will be arrested and punished to the full extent of the law.
- D. The Vendor shall comply with all applicable Occupational Safety and Health Act and Regulations. The Vendor shall train, at no cost to WPCC, their employees and sub-contractors in proper handling of blood borne pathogens OSHA-29 CFR 1910.1030 and use such procedures when blood and /or any other bodily fluids are involved. Employees shall be trained before engaging in work.
- E. The Vendor shall train, at no cost to WPCC, their employees and subcontractors in proper handling of asbestos contained materials. The materials are primarily in tile flooring. The asbestos training shall comply with OSHA standards 29CFR 1910.1001 and 1926.1101.

### 6.5 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

- A. This contract and all rights and responsibilities under the contract documents may not be assigned to another subcontractor by the Vendor unless otherwise approved by the college.
- B. All regular supervisory and janitorial personnel involved in the performance of this contract shall be directly employed by and supervised by the Vendor. Subcontracting of any work under this contract must have specific, prior written approval by the College.

## **6.6 OTHER CONTRACTS**

The College may undertake or award other contracts for additional work and the Vendor shall fully cooperate with other contractors and College employees. The Vendor shall not commit or permit any act, which may interfere with the performance of work by another contractor, or by College employees. The College reserves the right to utilize the services of any contractor to provide any type of janitorial services in the facilities not covered in this RFP.

## **6.7 PERIODIC QUARTERLY STATUS REPORTS**

The Vendor shall be required to provide Management Reports to the designated Contract Administrator on a quarterly basis. This report shall include, at a minimum, information concerning inspections conducted by the Contract Administrator, as well as accomplishments, operational issues, and a work plan for the following quarter. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within fifteen (15) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, to the designated Contract Administrator for approval.

The Vendor is hereby notified that activities, functions and reports either directly or indirectly in support of this contract are subject to both scheduled and unscheduled audits by WPCC officials. The Vendor shall make all documents related to the contract immediately available to officials for review.

## **6.8 MATERIAL DATA SHEETS**

Within fifteen (15) business days of the award of the Contract the Vendor shall submit Material Safety Data Sheets (MSDS) along with a complete listed inventory of all materials and supplies prior to contract start. The Vendor shall not bring any material on site requiring an MSDS without prior approval from the Contract Administrator. A notebook/ ring binder containing all of the MSDS sheets shall be kept in the storage area where the chemical resides. The MSDS sheets shall match the chemicals in that location as well as those used during cleaning.

## **6.9 CONTACTS**

Within fifteen (15) business days of the award of the Contract the Vendor shall submit telephone numbers and E-mail addresses, which the College may use at any time to contact the Vendor, and/or on-site employees. This must be through one central number, single point of contact.

## **6.10 ACCEPTANCE OF WORK**

- A. Performance of the work shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services are approved as acceptable by the Contract Administrator.
- B. The College has the right to inspect all areas for compliance during the contract. The College shall perform inspections and test in a manner that will not unduly delay the Vendor from completing work required by this contract.
- C. Un-announced random inspections shall be made at any time, by a representative of the College. The inspector shall document the results of these inspections. The Inspector shall provide a copy of the results to the Contract Administrator, Purchasing Agent and the Vendor. The Vendor shall communicate the results from the inspection to the Vendors cleaning personnel. The Vendor shall be responsible for corrections of the deficiencies within twenty-four (24) hours or a mutually agreed deadline as negotiated by the Vendor and WPCC.
- D. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights provided by the Uniform Commercial Code, as adopted in North Carolina.

### **6.11 FAITHFUL PERFORMANCE**

Upon award, the awarded Vendor shall provide a performance bond. The value of the performance bond shall be the total dollar amount equal to three (3) months of the contract price and shall remain in force during the duration of the contract, including extension(s). The performance bond shall be delivered to the purchasing office no later than fifteen (15) days after written notification of award.

### **6.12 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to 90 days 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 State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to 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.

### **6.13 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the College’s Contract Administrator and Purchasing Agent for resolution. Any claims by the College shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to 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. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.14 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor and shall have the same effect as if fully written herein; such changes may have to do with changes in work procedures, changes in shift times, changes in supply items, additions or deletions of space, etc. There shall be no changes to the contract without a signed amendment to the existing contract. Verbal changes shall not be enforceable.

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## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: COST PROPOSAL**

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Complete and return the Pricing associated with this RFP, which can be found in the table below:

##### **Price Proposal Vendor Supplied Equipment**

Vendor is to provide the cost per sq. ft. by month, total per month and the total cost per year as requested below.

	Monthly Cost per square foot	Total Monthly Cost	Total Yearly Cost
Contract Year 1			
Contract Year 2			
Contract Year 3			

**Hourly rate for additional services above and beyond those specified:**

Regular business hours: \$ \_\_\_\_\_ per hour.  
Other than regular business hours: \$ \_\_\_\_\_ per hour.

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**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

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**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_11.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf)

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf)

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**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference Form, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Customer\\_Reference\\_Template\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf)

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Workers\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf)

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Certification-of-Financial-Condition\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf)

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***