



REQUEST FOR PROPOSAL (RFP)

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Daniella Howard, Purchasing Agent
Email: dhoward@cogsc.com
Phone: 843.545.4043

PROJECT: Janitorial Services for Various City of Georgetown Facilities

DATE OF ISSUE: Wednesday, April 17, 2019

DUE: On or before 2:00 pm EST (local time) Wednesday, May 15, 2019

Return by mail or hand deliver only to:

City of Georgetown
Attn: Purchasing
Janitorial Services
1134 N Fraser Street
Georgetown, SC 29440

Background

The City of Georgetown (City) is an incorporated municipality with a population of nearly 10,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the end point of the area commonly known as “The Grand Strand”. The City is bordered by the Winyah Bay to the east and the Sampit River to the south. Tourism is a major economic driver in the area, as well as local industries, such as International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.cogsc.com.

Purpose/ Project Description

The City of Georgetown is seeking competitive sealed bids for janitorial services to be performed in various City of Georgetown Facilities in accordance with the Requirements, Scope of Work, Terms, and Conditions provided in the Request for Proposal herein. The City’s purpose is to enter into a contract with a qualified firm for providing janitorial services for various facilities of the City of Georgetown located within its City Limits.

Exceptions

The bidder shall list on a separate sheet provided, any variations from, or exceptions to, the conditions and specifications of this bid. The exception sheet must be included with the bid submittal. When proposers find instances where they must take exceptions with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, issues with the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Scope of Services

City Hall (1 location) - 1134 N Fraser St, Georgetown, SC 29440

Cleaning Schedule: Monday, Wednesday, Friday - Minimum of 3 days/week - after 5:30 pm)

Kitchens: 1; Restrooms: 2

Administration (1 location) – 417 Wood St, Georgetown, SC 29440

Cleaning Schedule: Thursday - Minimum of 1 day/week - after 5:30 pm

Kitchens: 1; Restrooms: 2

Electric Department (1 location) - 800 Church St, Georgetown, SC 29440

Cleaning Schedule: Wednesday after 4 pm

Kitchens: 1; Restrooms: 5

Water Utilities Departments (4 locations)

Cleaning Schedule: One Time Each Week on Fridays after 4 pm – ALL LOCATIONS

Kitchens: 3; Restrooms: 8

- Water Field Services Building - 2377 Maybank Dr., Georgetown, SC 29440
- Water Utilities Offices - 2377 Maybank Dr., Georgetown, SC 29440
- Water Treatment Plant - 2355 Maybank Dr., Georgetown, SC 29440
- Wastewater Treatment Plant - 126 Ridge St, Georgetown, SC 29440

Public Works (1 location) - 125 N Kaminski St, Georgetown, SC 29440 (Administrative Office and Breakroom Areas)

Cleaning Schedule:

Break Room Areas - Every Monday and Wednesday after 4 pm (YEAR ROUND)

Administration Offices - Every Monday and Wednesday after 5 pm (YEAR ROUND)

Kitchens: 1; Restrooms: 3

Public Restrooms (4 locations)

Cleaning Schedule for Public Restrooms:

- 341 East Bay Street (East Bay Park Public Restrooms)
- 2125 Prince Street (Ben Cooper Park Public Restrooms)
- 700 Screven Street (Public Restrooms)
- 1003 Front Street (Kaminski House Museum Public Restrooms)

January through Mid-March - 5 days per week, no weekends

Mid-March thru June - 7 days per week, including weekends

June thru August - 2x per day, once before 9 a.m. & once after 3 p.m. ~ including weekends

September thru December - 7 days per week, including weekends

COMPREHENSIVE LIST:

Common Areas:

- Collect and remove all trash from the building, replace trash can liners
- Collect and deposit recycled materials to predetermined location
- Sweep and clean floors, area rugs and chair mats, entrance glass doors
- Dust all blinds, window treatments, pictures or wall-mounted items
- Dust all window sills, ledges, lamps/lampshades and other flat exposed surfaces and furniture. (i.e., desk and computer stations, bookcases, bookshelves, kitchen counter, tables and other)
- Remove all cobwebs
- Clean tables and counters in kitchens. Sanitize sinks, door handles and all glass in doors
- Vacuum all carpeted areas. Spot clean as needed. Clean plastic chair mats
- Maintain cleanliness of refrigerators, microwave and coffee pots
- Strip area floors with wax and/or seal, as needed
- Sweep and clean outside mats, porches and clean ashtray containers as needed
- Sweep and mop all uncarpeted floors using proper cleaner/detergent - (Note: some floors are sealed)

Restrooms:

- Empty trash containers and replace liners
- Sweep and mop floors with disinfectant detergent
- Clean and sanitize all fixtures and commode areas
- Clean walls and dust heating and air condition units as needed
- Polish mirrors and dust all flat surfaces
- Stock paper and soap dispensers

Quarterly:

Dust all blinds and window treatments, dust pictures or wall-mounted items. Vacuum upholstered equipment. Wipe down all solid furniture surfaces, spot clean upholstery as needed, and remove all cobwebs. Clean kick boards, baseboards and chair molding in all areas including restrooms

Clean inside of all window areas

Bi-annually:

Strip all bathroom, kitchen & lobby and entrance area floors with wax and/or seal

Alternate services may be bid separately as needed (outside pressure washing, window cleaning and shampooing carpets)

Supplies and Equipment:

All cleaning supplies and equipment are to be furnished by the janitorial firm

Paper products such as toilet paper, paper towels, trash can liners, and kleenex are to be supplied by the City

On Call Services:

On Call services to be provided if needed during special events or unexpected situations which may occur requiring janitorial services. One week notice will be provided for special events. Hourly rate to be provided in RFP Bid Form.

There will be a **mandatory** pre bid meeting at 9:00 am, Thursday, April 25, 2019, at 341 East Bay Street and will include a tour of sites listed below.

- 341 East Bay Street (East Bay Park Public Restrooms)
- 417 Wood Street (Administration Dept.)
- 800 Church Street (Electric Dept.)
- 700 Screven Street (Public Restrooms)
- 1003 Front Street (Kaminski House Museum Public Restrooms)
- 125 Kaminski Street (Public Works Dept.)
- 2125 Prince Street (Ben Cooper Park Public Restrooms)
- 126 Ridge Street (Wastewater Treatment Plant)
- 2377 Maybank Drive (Water Utilities Dept.)
- 2377 Maybank Drive (Field Services Building)
- 2355 Maybank Drive (Water Treatment Plant)
- 1134 N Fraser Street (City Hall)

No proposal will be accepted from any proposer whose name is not clearly listed on the attendance sheet of record for the mandatory pre bid meeting.

Process

The City of Georgetown will conduct the selection for firms experienced in providing professional janitorial services in the following manner:

1. This RFP document will be made available to interested firms and accessible on the City's website at www.cogsc.com under "Current Bids".
2. The submittals will be received and evaluated as described in this RFP. At the City of Georgetown's discretion, a short list of the most qualified proposers may be compiled and they may be asked to make oral presentations and/or demonstrations to the City of Georgetown.
3. At the conclusion of the RFP process, qualified submittals may be presented to the Georgetown City Council for review and approval, as required.
4. A proposer will be selected for contract negotiations as required.
5. The City of Georgetown will notify winning proposer of intent to offer contract award.
6. Submittal listing of proposals received will be posted on the City's website at www.cogsc.com under "Bids" not earlier than 48 hours after opening. Due to the possibility of negotiation with any proposer submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices will not be divulged at the time of opening.
7. The City reserves the right to award the contract in the aggregate, by individual location, or any combination, whichever is in the best interest of the city.

Evaluation

Contract shall be awarded to the lowest responsive and responsible proposer. In determining the best qualified, responsive and responsible proposer, in addition to price, the City, shall consider:

- (a) The ability, capacity, and skill of the proposer to perform the contract to provide the service required;
- (b) Whether the proposer can perform or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
- (d) The quality of performance of previous contracts or services similar to;
- (e) The previous and existing compliance by the proposer with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the proposer to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
- (i) Whether the proposer has met the criteria of the RFP specifications, terms and conditions of the RFP.

Project Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. Request for Proposal (RFP) issued	Wednesday, April 17, 2019	
2. Mandatory Pre-Bid meeting – to be held at 341 East Bay Street with site visits to the these locations to immediately follow:	Thursday, April 25, 2019	9:00 am
341 East Bay Street (East Bay Park Public Restrooms)		
417 Wood Street (Administration Dept.)		
800 Church Street (Electric Dept.)		
700 Screven Street (Public Restrooms)		
1003 Front Street (Kaminski House Museum Public Restrooms)		
125 Kaminski Street (Public Works Dept.)		
2125 Prince Street (Ben Cooper Park Public Restrooms)		
126 Ridge Street (Wastewater Treatment Plant)		
2377 Maybank Drive (Water Utilities Dept.)		
2377 Maybank Drive (Field Services Building)		
2355 Maybank Drive (Water Treatment Plant)		
1134 N Fraser Street (City Hall)		
3. Deadline for questions - questions should be emailed to: purchasing@cogsc.com	Tuesday, April 30, 2019	4:00 pm
4. Deadline for addenda to be posted to the City's website, www.cogsc.com , under “Bids”	Tuesday, May 7, 2019	5:00 pm
5. Proposal due date	Wednesday, May 15, 2019	On or before 2:00 pm
6. Approve of contract by City Council (tentative)	June 2019	
7. Notice to Proceed (NTP) issued (tentative)	June 2019	

Questions

Questions regarding this RFP should be submitted in writing to purchasing@cogsc.com, no later than 4:00 EST (local time), Tuesday, April 30, 2019. No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line:

Questions – Janitorial Services

No answers will be given over the phone.

You will receive email confirmation that your questions were received on time. If you do not receive confirmation of such within 2 hours (during office hours), it is the bidder’s responsibility to call the purchasing agent at 843.545.4043 to verify that the questions were received before the deadline.

Answers to questions will be posted on the City’s website at www.cogsc.com under “Current Bids” as an Addendum no later than 5:00 pm EST (local time), Tuesday, May 7, 2019.

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City of Georgetown will notify known participants. The City of Georgetown reserves the right to issue addenda to this RFP up to 3 days before the RFP due date as needed to clarify the City of Georgetown’s desires, or to make corrections or changes to the RFP document or submittal process.

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.

The City also reserves the right to cancel or reissue the RFP and/or revise the project schedule at any time.

The City also reserves the right to reject any or all proposals as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows. All information will be updated and posted on the City’s website www.cogsc.com under “Bids”. It is the proposer’s responsibility to obtain the information directly from the City’s website regarding this project.

The proposer will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

To be considered responsive, interested parties **must** comply with the following:

- Submit sealed proposal by mail or hand deliver only to:
City of Georgetown
Attn: Purchasing
Janitorial Services
1134 N Fraser Street
Georgetown, SC 29440
 - Sealed proposal clearly marked “Janitorial Services” on the outside of the package.
 - Sealed proposal received by the City on or before the deadline, 2:00 pm, Wednesday, May 15, 2019 EST (local time).
 - Sealed proposal to include the following:
 1. Complete initialed copy of this RFP document
 2. Completed Bid Form
 3. Completed Mandatory Vendor Submittal Form
 4. Minimum of 3 References
 5. Completed Exceptions Page
1. Proposals must be received no later than the aforementioned deadline. No proposal will be accepted after such time. Faxed or emailed proposals will not be accepted for any reason. No additional fees, costs, or any other reimbursable expenses will be allowed.
 2. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgement to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the firms submitting a proposal.
 3. All proposals should be clearly marked on the outside, “Janitorial Services”. Submissions must be sealed and clearly identify the name and number of the RFP on the outside of the envelope/package, as well as the submitter’s business name, address, and license number (if applicable). No other information shall be included or written on the outside of the proposal envelope/package. The City shall not be responsible for unidentified proposals.
 4. It is the sole responsibility of the firm to have their proposals delivered to the City before the closing hour and dated. The City assumes no responsibility for delivery of proposals that are mailed. Late, faxed, or emailed proposals will not be accepted nor considered for any reason and will remain unopened. The official clock shall be that of the City’s Purchasing Agent, or designee. The City reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
 5. Any firm may withdraw their qualifications either personally or by written request, at any time prior to the scheduled opening of responses. No firm may withdraw qualifications for a period of 60 days after the opening date. All firms shall be subject to approval of the City Council.

6. Proposals must be submitted by firm's own format and shall address all RFP requirements. Partial or incomplete proposals may be rejected.
7. All costs incurred in preparing the proposal, or costs incurred in any other manner by the firm in responding to this RFP, will be wholly the responsibility of the firm. All materials and documents submitted by the firm in response to this RFP become the property of the City and will not be returned.
8. Any proprietary information contained in the proposal should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.”

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a 10 day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

9. Proposals must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
10. Letter of Interest – Must be no more than 2 pages (1 page is 1 side of an 8.5” x 11” paper) in length and include contact information and signature.
11. Statement of Qualifications, Experience, and Availability – Must be no more than 5 pages. It should summarize qualifications, relevant experience, and availability to participate in the RFP process to provide requested services to the City. Key staff members participating should be identified.
12. Proposed Process Approach – Must be no more than 3 pages summarizing the method and approach to providing services to the City.
13. List of Professional References – **Mandatory** - must be no more than 1 page listing most recent professional references for similar projects and their contact information.
14. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal from a firm who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFP documents, contract of similar nature, or to reject the proposal from a firm who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the firm that best meets the requirements as set forth herein.
15. Assignment of Contract – Assignment to the selected firm of any contract to be entered into in accordance with this RFP will not be recognized by the City unless such assignment has prior written approval of the City.

16. Insurance Provisions – (Applicable for work performed on site) - The selected firm will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at point of contract negotiation by the City’s Risk Manager as follows:

- Comprehensive General Liability (per occurrence);
- Comprehensive Auto Liability (per occurrence); and
- Workers’ Compensation Liability
- Automobile Liability
- Professional Liability

The City of Georgetown is to be named as “Additional Insured” on the above insurance coverage as respect to the City’s interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the firm to advise the City’s Risk Management Department at Fax No. 843.527.6173; email, cmcdaniel@cogsc.com, PO Box 939, Georgetown, SC 29442, within 2 days of the cancellation herein, and failure to do so shall be construed to be a breach of the agreement.

17. Indemnification - The selected firm agrees to indemnify, defend and hold harmless the City of Georgetown and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.

18. Compliance With Law – The selected firm and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.

19. City Business License and Permits - (Applicable for work performed on site) - The selected firm shall be required to obtain all applicable City of Georgetown permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

20. Local Vendor Preference Option excerpt attached - (reference section 2-185 of City’s Procurement Policy “Competitive Sealed Proposals (Bidding)”.

Approved by council 1.19.2017

AN ORDINANCE TO AMEND
CHAPTER 2 ADMINISTRATION –
ARTICLE IV PROCUREMENT

SECTION 2-185 COMPETITIVE SEALED PROPOSALS LOCAL VENDOR PREFERENCE

WHEREAS, Council has determined that the existing Purchasing Regulations of the City of Georgetown should be revised and updated; and

WHEREAS, Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the City through established procurement procedures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown, South Carolina that the existing Chapter 2, Article IV, of the City Code of Ordinances.

ARTICLE IV. PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

Section 2-185 Competitive Sealed Proposals (Bidding)

Local Vendor Preference Option

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the bid is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of 12 months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.
3. Should the lowest responsible and responsive Georgetown City/County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown City/County bidder shall have that right and so on. The right to match the non-Georgetown City/County bidder's bid shall be exercised within 24 hours of notification.

4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the "MANDATORY VENDOR SUBMITTAL" form included in this bid document. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Services, the City shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
- (b) Contracts for professional services except as provided for in Section 2-187 above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.



MANDATORY VENDOR SUBMITTAL FORM

AN ORDINANCE TO AMEND
CHAPTER 2 ADMINISTRATION - ARTICLE IV
PROCUREMENT – JANUARY 19, 2017

SECTION 2-185 COMPETITIVE SEALED PROPOSALS LOCAL VENDOR PREFERENCE

ARTICLE IV.
PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

I certify that [Company Name] _____
is a **Resident Bidder** of Georgetown City/County as defined in the City of Georgetown
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal
place of business is _____ [City and State].

I certify that [Company Name] _____
is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of Georgetown
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal
place of business is _____ [City and State].

(X) _____

Signature of Company Officer

(X) _____

Date

General Contractual Requirements

1. Force Majeure - The bidder shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the bidder. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the bidder.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Proposer Qualifications - Proposer must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFP. The City of Georgetown reserves the right to make the final determination as to the proposer's ability to provide the services herein.
4. Proposer Responsibility – Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of the proposer to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to a contract.
5. Affirmative Action - The proposer will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City of Georgetown to provide minorities, and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is further the policy of the City of Georgetown to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City of Georgetown to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this request for proposals may be terminated by the City provided a 30 day advance notice in writing by the City Administrator, or his designee, is given to the proposer:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
 - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required 30 day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

7.3 Cause - Termination by the City for the cause, default or negligence on part of the proposer, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The 30 day advance notice requirement is waived and the default provision herein shall apply.

7.4 Default – In case of default by the proposer, the City reserves the right to purchase any and all items/services in default in open market, charging proposer with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposer Responsibilities - The proposer will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the proposer to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFP is to be subcontracted, the proposer shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful proposer will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposer.
10. Ownership of Material – All materials and documents submitted by the proposer in response to this specification become the property of the City of Georgetown and will not be returned to the proposer.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the proposer.
12. Contract Amendments - Amendments to any agreement between the City and the proposer must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the proposer as they pertain to this contract. Such books and records shall be maintained for a period of 3 years from the date of final payment under contract.
15. The City may conduct performance audits of the proposer, as determined necessary by the City. Pertaining to all audits, the proposer shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the proposer shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to performance of its obligations of an agreement.
17. Representations of Proposer - Proposer represents, warrants, and covenants that:

- (a) In providing the services proposer shall utilize the care and skill used by members of proposer's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the proposer (employees) to the City shall have the qualifications, skills and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
 - (c) Proposer is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Proposer agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or proposer's performance thereunder.
19. City Business License and permits - The selected proposer shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, jgiiliard@cogsc.com or 843.545.4041, for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

**Janitorial Services for Various City of Georgetown Facilities RFP
 BID FORM
 COST OF SERVICES**

<u>Base Cost of Service Per Department</u>		
	<u>Costs</u>	
<u>Facility & Frequency of Cleaning Needed</u>	Per Day	Per Month
1. 341 East Bay Street (East Bay Park Public Restrooms) Frequency varies, see attached schedule	\$	\$
2. 417 Wood Street (Administration Dept.) 1 time per week	\$	\$
3. 800 Church Street (Electric Dept.) 1 time per week	\$	\$
4. 700 Screven Street (Public Restrooms) Frequency varies, see attached schedule	\$	\$
5. 1003 Front Street (Kaminski House Museum Public Restrooms) Frequency varies, see attached schedule	\$	\$
6. 125 Kaminski Street (Public Works Dept.) 2 times per week	\$	\$
7. 2125 Prince Street (Ben Cooper Park Public Restrooms) Frequency varies, see attached schedule	\$	\$
8. 126 Ridge Street (Wastewater Treatment Plant) 1 time per week	\$	\$
9. 2377 Maybank Drive (Water Utilities Dept.) 1 time per week	\$	\$
10. 2377 Maybank Drive (Field Services Building) 1 time per week	\$	\$
11. 2355 Maybank Drive (Water Treatment Plant) 1 time per week	\$	\$
12. 1134 N Fraser Street (City Hall) 3 times per week	\$	\$
TOTAL	\$	\$
Number of days to begin service after contract award: _____	Annual Cost: \$ _____	
Hourly rate for emergency/unplanned circumstances, or on call services	<u>Per Person/Per Hour</u> \$ _____	

Cost Proposal to be valid for ninety (90) days. Quoted price shall include all labor, equipment, supplies, materials, taxes, applicable insurance, business license fees, permits, or any other costs relative to the scope of work and requirements in the RFP. City is not tax exempt.

Company

Name _____

Signature _____

By: Duly Authorized Officer

Date

Printed Name: _____

Title _____

Federal ID/SS# _____

Business Address _____ Business Phone _____

Email _____ Cell _____

By signature hereto the undersigned declares that I acknowledge that I have read and understand all items to be furnished and will comply fully with the requirements and specifications, except where otherwise specifically noted. I understand that the City shall evaluate proposals in accordance with its Municipal Code and policies, and that it reserves the right to reject any and all proposals and to waive any irregularities which it may deem to be in its best interest.

I affirm that I am a duly authorized legal agent and/or employee of the firm for which I am making the foregoing proposal on its behalf, and that no collusion in any form has occurred, either directly or indirectly.

I confirm that I have attended site visits for all locations to be provided janitorial services as outlined in the RFP. In addition, I acknowledge that I have read and understand any and all Addenda published in regard to this RFP.

Janitorial Services for Various City of Georgetown Facilities RFP
REFERENCES

<u>Reference #1 Entity Name</u>	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Janitorial Services for Various City of Georgetown Facilities RFP
REFERENCES

<u>Reference #2 Entity Name</u>	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Janitorial Services for Various City of Georgetown Facilities RFP
REFERENCES

<u>Reference# 3 Entity Name</u>	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Janitorial Services for Various City of Georgetown Facilities RFP

EXCEPTIONS PAGE

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".