



Legal Notice

Request for Proposal

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304
Email: cwright@cityofspartanburg.org

RFP# 1617-01-17-01

CITY OF SPARTANBURG UNIFORM PROGRAM

NOTICE IS HEREBY GIVEN City of Spartanburg is requesting proposals from qualified vendors to provide a Uniform Program for the City of Spartanburg. The program will include but is not limited to uniform rental, cleaning, maintenance/repair, and delivery.

The City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

The City of Spartanburg reserves the right to reject any and all Bids or to waive any informality in the bidding. Bids may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidder(s), prior to awarding of the Contract.

A pre-bid conference will be held January 10, 2017 at 10:00 AM at City Hall, 145 West Broad Street Spartanburg SC.

Sealed Proposals must be delivered to the Office of Procurement, Office address below, or mailed to the mailing address below. **Facsimile and other electronic forms of proposal will not be accepted.** All sealed proposals must be received by: **300 PM, EST, January 17, 2017** and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached.

Complete proposal package also available at <http://www.cityofspartanburg.org/bid-opportunities>

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg
P.O. Box 5107
145 W. Broad Street
Spartanburg, SC. 29304
RFP# 1617-01-17-01
UNIFORM PROGRAM"

Firm's name and address should appear on the envelope.

Deadline Enforced

Proposals or withdrawal requests, received by the Procurement Division after the time and date set for receipt of Proposals, are late and WILL NOT be accepted. Late Proposals are void and will be returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely receipt by the Purchasing Department of a Proposal.

Proposal Submittal Documents Checklist:

Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Proposal shall not exceed, with requested options, 50 pages. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.

All Eight (8) Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

1. **Proposal for RFP # Exhibit B**
2. Corporate / Company Resolution (check box on Exhibit **B** – if applicable, See Sample Exhibit **C**)
3. Proposer Information:
 - a. Proposer shall provide list of locations and total number of employees.
 - b. Type of Organization (Check the applicable box):
 - Sole Proprietorship
 - Partnership
 - Corporate entity (not tax-exempt)
 - Corporate entity (tax-exempt)
 - Government entity (Federal, State or Local)
 - Other _____
4. Bidder Conflict of Interest Disclosure Form - **(Exhibit E)**
5. Drug Free Workplace Act Statement – (Exhibit **F**)
6. Existence of Subcontractors Form – (Exhibit **H**)
7. Experience/ References – (Exhibit **I**)
8. Disadvantage Business Enterprise Good Faith Efforts

The Winner must:

1. Proposer must be registered with City of Spartanburg <http://www.cityofspartanburg.org/bid-opportunities>
2. Provide a certificate of insurance – (Exhibit, contains an example)
3. Provide worker's compensation Statement
4. Sign the City of Spartanburg Standard Contract – (Exhibit)

General Terms and Conditions

Term of Proposal: Any Proposal submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the sixty (60) calendar day period, Proposals may be withdrawn by submitting a written request to the Procurement Manager. The written request to withdraw the proposal must be received, regardless of when it was mailed, by the Procurement Manager within five (5) calendar days after expiration of the sixty (60) calendar day period, or the proposal shall remain in effect until an award is made or the RFP is cancelled.

Every effort has been made to ensure that all information needed is included in this document. If the proposer finds that they cannot complete its response without additional information, it may submit written questions or requests for clarification to the City of Spartanburg Procurement Division by email to cwright@cityofspartanburg.org. Written questions shall be submitted at least five (5) calendar days prior to proposal's submission date. Questions submitted after this date will be rejected as not timely. Where the proposer fails to seek clarification, the City's interpretation shall control. The proposer agrees it will not make any claim for, or have right to withdraw its proposal because of any misunderstanding or lack of information. Proposals are not to have any exclusions. Exclusions will come from City in the form of an addendum. Any proposals received with exclusions will not be accepted.

Questions regarding bid procedures or Technical questions should be directed to Carl Wright, Procurement and Property Manager at cwright@cityofspartanburg.org.

A Proposal received by City is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. Offeror(s) shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina – the Freedom of Information Act (FOIA). The "Confidential" mark should be in bold font of at least 12-point type, in the upper right hand corner of each page. If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The City of Spartanburg reserves the right to determine whether this may be brought against the City of Spartanburg or its agent for its determination in this regard. **MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT ABSENT EXPLANATION PROVIDING AN EXEMPTION UNDER SECTION 30-4-40.**

Procurement policy: This solicitation is subject to the provisions of the City of Spartanburg Procurement policy and any revisions thereto. A copy of the Purchasing Policy may be obtained from the City's webpage (www.cityofspartanburg.org) or from the Procurement Division (864) 596-2790. City of Spartanburg reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

Applicable Laws and Compliance: This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable Federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

- The Federal Civil Rights Act of 1964, as amended;
- The Federal Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act

Proposer is responsible for securing all required business licenses and permits. If requested, Proposer will furnish a copy to the City.

Public Record: Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of City of Spartanburg Procurement staff, from 9:00 a.m. until 4:00 p.m., Monday through Friday, at 145 West Broad Street Spartanburg, South Carolina

Debarment Status: By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, the federal government nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina or any federal agencies .

Proposer Responsibility: The Proposer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a Spartanburg City of Spartanburg responsibility, is a responsibility of the Proposer's operation, and the Proposer must include these in the response to this RFP.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: Proposer warrants and represent that Proposal identifies and explains any unfair competitive advantage Proposer may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from participation in this competition or receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If Proposer has an unfair competitive advantage or a conflict of interest, the City of Spartanburg may withhold award. Before withholding award on these grounds, a Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

Proposer Qualification: The Spartanburg City of Spartanburg Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg City of Spartanburg Government all such information and data for this purpose as may be requested.

Project Schedule: Based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path, when applicable.

Insurance: By submitting a proposal, Proposer agrees to maintain and keep in force during the life of any Contract awarded pursuant to this RFP, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Commercial General Liability:

\$1,000,000 per occurrence – (Coverage shall include bodily injury or accidental death and property damage)*

Comprehensive Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)*

Statutory Worker's Compensation:

Coverage – (Shall apply to all applicable State of SC laws)

Employers Liability:

\$500,000 Each Accident*

\$500,000 Disease, Per Employee*

\$500,000 Disease, Policy Limit*

Professional Liability Insurance:

\$1,000,000 per occurrence (if applicable)

Umbrella Policy:

N/A

* A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.

Proposer will provide City of Spartanburg a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Proposer certifies to the City of Spartanburg that **all** subcontractors approved to perform work on this project comply with all of the requirements in this Section.

Certificate of Insurance: A copy of current Certificate of Insurance must be included with the Proposal. Certificates of Insurance for all such policies shall be provided by the Proposer's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

- (i) **City of Spartanburg** SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on Commercial General Liability and any Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
- (ii) WAIVER OF SUBROGATION. As a part of the Certificate of Insurance requirement the Proposer shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the City of Spartanburg of Spartanburg, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Proposer. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- (iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to the RFP Number

Subcontractors: Proposer shall not subcontract work hereunder without the prior written consent of the City, and any such subcontract without consent of the City shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the City the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

Service Providers: When applicable, list up to three independent firms, within 300 miles of the City of Spartanburg that can provide service work to the Proposer's system. Provide names and direct telephone numbers.

References: The **City of Spartanburg** requires Proposers to list at least three (3) references, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the proposer has performed or provided similar work, service or product (ie. currently operate the same model number of equipment being proposed) **within the last five years.** References should be listed on Exhibit I.

Experience: List five jobs, similar in size, completed by Proposer, within 100 miles of Spartanburg City of Spartanburg , **for Governmental entities.** List dollar amount, brief description reference name and phone number for each job.

Contractor Qualifications: When applicable a Contractor Qualification Form will be required requesting the following information:

- A. SIC/ NAICS Code
- B. OSHA Recordable Incident Rate
- C. EMR Rate – Provide letters from insurance companies listing proposer and subcontractor EMR ratings. EMR rating letters must be on insurance company letterhead.
- D. Worker’s Compensation Loss Run

Factors (a) through (d) shall be used in conjunction with other required submittal documents as part of the determination process. The **City of Spartanburg** reserves the right to evaluate in its absolute discretion the information submitted.

City License: Proposer is required to submit a copy of its current City of Spartanburg Business license for services being procured.

Bid Bond: If applicable, Proposer shall submit with their proposal a bid bond in the amount of five percent (5%) of the proposal price. This bond may be in the form of Certified Check, Cashier’s Check or Bank Money Order of any national or state bank and shall be made payable to Spartanburg City of Spartanburg . Proposals submitted without being accompanied by any of the foregoing, as required, shall be considered non-responsive and will be rejected. Any proposal accompanied by a bid bond not properly executed in the opinion of the Procurement Director, may be rejected. The bond will be forfeited to the City of Spartanburg by the successful Proposer as liquidated damages in case a bid award is made to that Proposer and the contract and bond are not properly executed within 15 days, unless extended by the City of Spartanburg.

A check or money order will be returned to the unsuccessful bidders after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.

Performance and Payment Bond: If applicable, the successful proposer, within three (3) working days after acceptance of the proposer’s offer by the City of Spartanburg, shall furnish a satisfactory performance and payment bond in the amount of the total proposal price. The performance and payment bond must be received by the City of Spartanburg prior to the issuance of the executed contract and Notice to Proceed. The three (3) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful proposer stating the terms of any extension. In the event that the proposer fails to deliver to the Purchasing Department the performance and payment bond in said period of three (3) working days after acceptance of the proposer’s offer by the City of Spartanburg , then the bid bond of the proposer shall be retained by the City of Spartanburg in its entirety and the award will be withdrawn from the proposer. The Bond must be in a format approved by the City of Spartanburg before it is made effective. The successful proposer shall have a surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful proposer will promptly make payments to all persons supplying labor or materials to the proposer; and shall guarantee to indemnify and save the City of Spartanburg , its officers, divisions and employees harmless from all costs, damages and expenses growing out of or by reason of the successful proposer’s failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies.

A letter from a South Carolina Banking Institution stating the Proposer has the ability to obtain an Irrevocable Letter of Credit in amount of Proposal is an acceptable substitute. The South Carolina

Banking Institution who issues the letter stating the Proposer has the ability to obtain an Irrevocable Letter of Credit must be a financial institution insured by the FDIC or FSLIC.

An Irrevocable Letter of Credit, made out to **City of Spartanburg**, in the full amount of Proposal, will be an acceptable substitute. The Letter of Credit will be subject to the same terms and conditions set forth above for Bonds. The Irrevocable Letter of Credit shall be issued by a financial institution insured by the FDIC or FSLIC.

At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and **City of Spartanburg** can release the performance/payment bond.

Ability to Obtain Performance Bond: If applicable, Proposer shall provide a letter from a bonding company authorized to transact business in the State of South Carolina as a surety stating the Proposer has the ability to obtain a performance/payment bond in amount of Proposal.

Independent Contractor. The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the **City of Spartanburg**; and the City shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The City shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the City shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

The City shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without City's prior written authorization. Notwithstanding any consent by the City to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the City for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the City's authorization of Proposer's agreement with Subcontractor, City's inspection of a subcontractor's facilities or work, or any other action taken by the City in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the City. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and provide a copy, upon request, to the City before commencement of any work by a Subcontractor. Proposer's refusal to comply with this provision shall be grounds for the City's termination of this agreement for default, without notice or opportunity to cure.

In addition, Proposer indemnifies and holds the City harmless from and against any claims (threatened, alleged or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages or otherwise, including any cost incurred by the City of Spartanburg to investigate, defend or settle any such claim.

Award:

Evaluations:

City of Spartanburg will conduct evaluations of the proposals.

Award Criteria:

Spartanburg City of Spartanburg shall evaluate each of the Proposals using the criteria set forth in **Exhibit D** attached hereto. The City reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The City of Spartanburg is not obligated to accept the lowest cost proposal. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, ability to provide support, overall cost, the Proposer's experience and the Proposer's references. At the City's discretion, one or more firms may be engaged for this work.

City of Spartanburg RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR PARTS THEREOF, TO GIVE THE PROPOSER THE OPPORTUNITY TO CURE ANY DEFICIENCY RESULTING FROM A MINOR INFORMALITY OR IRREGULARITY IN A PROPOSAL OR WAIVE ANY DEFICIENCY, AS SET FORTH IN THE CITY OF SPARTANBURG PROCUREMENT ORDINANCE.

Notice of Intent to Award:

If awarded, the Notice of Intent to Award shall be e-mailed to all Proposers once a decision to award is made. This Notice of Intent to Award shall begin the time to protest the decision to award in accordance with City of Spartanburg protest provision.

Notice of Award:

If awarded, the Notice of Award shall be e-mailed and or posted to all proposers once a decision to award is made.

Exhibit A
SCOPE OF WORK / SERVICES TO BE PROVIDED

The Proposer who is awarded the contract shall perform and carry out, those services necessary to complete the **CITY OF SPARTANBURG UNIFORM PROGRAM**. At a minimum, this work shall include:

Spartanburg City of Spartanburg is requesting proposals from qualified vendors to provide a Uniform Program for Spartanburg City of Spartanburg. The program will include but is not limited to uniform rental, cleaning, maintenance/repair, and delivery.

SCOPE:

The purpose of this contract is to provide 100% cotton and standard (35% cotton and 65% polyester) uniform rental service to designated City of Spartanburg employees. It is currently estimated that there will be approximately **40** employees wearing uniforms. However, The City may add or delete employees and/or locations for uniforms at any time during the life of the contract with no penalty at the current contract price. If a uniform(s) is no longer required by any employee(s), the uniform(s) will be returned to the contractor with adjustments for charges made accordingly.

This specification covers provisions for furnishing and maintaining uniform rental to include all labor, transportation, equipment, and material necessary to provide the required level of service for designated City personnel.

CLOTHING SPECIFICATIONS:

A. Shirts

Solid Work Shirts – Men and women, long and short-sleeved. The Contractor will provide eleven (11) shirts total for each full-time employee. Employees may specify the number of short and long sleeve shirts they will receive. Standard sizes will be S – XXXL. Please provide pricing for both a 65% polyester/35% cotton industrial work shirt and a 100% cotton work shirt.

B. Pants

Work Pants/Trousers – Long industrial pants, 65% polyester/35% cotton twill-woven blend. Also, please provide pricing for 100% cotton industrial pants. The Contractor will provide eleven (11) pairs of pants. Standard size will include a waist size up to 50 inches.

C. Jackets

Work Jacket – Contractor will provide two (2) jackets. Please provide pricing for 65% polyester/35% cotton blend, three-season work jacket and a 75% cotton/25% polyester duck shell jacket.

D. Coveralls

Coveralls – Contractor will provide coveralls. Please provide pricing for 65% polyester/35% cotton blend and 100% cotton.

E. Machinist Apron - not applicable

F. Plus Sizes

An additional fee, per garment shall be considered for any shirt over 3XL or pant with a waist size over 50 inches.

SAMPLES:

A sample of each item must be provided along with the vendor's proposal. These shall be sent in a separate package labeled "Samples" with the proposal number and opening date. These samples will be provided at no charge to the City and will be used for determining the vendor's ability to meet specifications. Samples may be collected at vendor's expense once award has been made. Some items may require more than one sample. Failure to provide the appropriate samples of each item may lead to rejection of vendor's proposal.

SIZING AND CONDITION OF UNIFORMS:

All uniforms furnished at the beginning of the contract shall be new and unused. Measuring for new uniforms shall be done by the Contractor at the designated locations of the employee(s). The Contractor shall visit each location for the purpose of individually measuring all personnel for whom garments will be ordered. Measurements for the initial rental must be completed within two (2) weeks of award, scheduling

will be arranged by City authorized personnel and the Contractor. Delivery of new uniforms to the employee's location shall not be later than twenty-one (21) days after measuring is completed.

Measuring will include physical measurements taken by the Contractor and "trying on" of sample garments of the exact type and size that the employee will be ordering. It is the responsibility of the Contractor to provide a sufficient number of sample uniforms whenever measurements are taken. Every City employee must be measured by contractor and/or try on garments. It is not acceptable for employees to write down or state their current size as proper fit of uniforms shall be guaranteed.

Service for new employees hired following the first delivery of uniforms under this contract can be either new or used with no visible stains, rips or tears. Any employee(s) needing resizing should be measured by the Contractor and replacement uniforms provided within the same two (2) week period. The City of Spartanburg reserves the sole right to accept or reject the used uniforms, based upon condition, and require new ones. Any charges for replacement uniforms must be approved in advance by Spartanburg City of Spartanburg.

All garments shall be kept in a good and serviceable condition. At such time the City declares a garment(s) unusable, the contractor shall replace the garment(s) with acceptable used or new. Any fees associated with replacement of uniforms must comply with the process outlined in this document.

NAME TAGS:

The cost for *City of Spartanburg'* names and *department's name* shall be included in the rental price for uniforms. There shall be no additional charges for supplying the emblems or attaching them permanently to the uniforms. No names or nicknames will be allowed for employee names. A City of Spartanburg logo patch will not be required as part of this proposal.

UNIFORM MAINTENANCE:

All garments shall remain the property of the contractor. The minor repairs (i.e. tears, holes, discoloration, missing buttons, etc.) of uniforms will be the contractor's responsibility. Replacements of uniforms that are worn out or that are not presentable to the public will be replaced at the City of Spartanburg 's request. A full set of uniforms should be accounted for all employees at all times. All uniforms shall be delivered wrinkle-free on hangers.

A. Repairs

Missing buttons, rips, tears, and other damage that can be repaired shall be accomplished on a weekly basis prior to delivery. Uniforms shall be inspected by the contractor prior to being returned to employees to ensure that the garments are fit for use. Employees should not be required to call the Contractor's attention for the need to repair. However, "hard to find" and "over-looked" repairs shall be identified by means of a repair tag supplied by the Contractor. The repair tag shall be placed on the garment label. All clean uniforms returned from the laundry requiring repair will be kept separate from soiled ones and returned. If the employee does notify the Contractor of the need for repair and the Contractor does not return the garment(s) repaired, Spartanburg City of Spartanburg shall withhold payment for said garments until such time as the repair(s) are accomplished. The cost of all normal repairs shall be included in the monthly fee. The successful Contractor will make all repairs in a good workmanship manner, to the satisfaction of Spartanburg City of Spartanburg .

Repairs shall be made in accordance with the following instructions:

- Tears and rips may be repaired without cloth backing if completed closure can be made.
- If fabric is missing, a patch, which matches the garment in color, shall be used to replace missing material and/or reinforcement material.
- Repairs will be made to the crotch area.
- Broken zippers will be repaired or replaced with equivalent quality.
- Broken, bent, or missing buttons will be replaced with equivalent quality.

B. Lost or Damaged Garments

The Contractor shall be required to provide a count on all garments picked up on site and must be verified by a City of Spartanburg representative. This summary shall be provided for all garments whether picked up or delivered. Soiled and cleaned garments are to be delivered and picked up at a designated common area only. Contractors are to provide a sample of count sheets with your initial response to this solicitation.

Garments supplied by the Contractor under this contract are the property of the Contractor. The Contractor will notify Spartanburg City of Spartanburg of any proposed lost or missing items by the next business day, close of business. If Contractor claims garment losses by a City of Spartanburg employee, the contractor will notify the City of Spartanburg within 5 business days in writing. Spartanburg City of Spartanburg will assist with the recovery and there will be no charges for proposed lost garments until Spartanburg City of Spartanburg has been given 5 additional business days to recover uniforms. Any uniforms recovered after Spartanburg City of Spartanburg has been charged for a loss will be subject to a full credit from the contractor. At no time will charges for lost or missing garments prohibit, delay or suspend regularly scheduled services.

Spartanburg City of Spartanburg will only consider invoices for lost or damaged garments when there is a physical or electronic receipt signed by a responsible City of Spartanburg designee verifying the loss or damage. The receipt must be specific and detailed. General statements that charge for loss or damaged garments without details of garment type, quantity, and personnel involved, shall not be considered and will not be paid.

Spartanburg City of Spartanburg will assume responsibility for any documented losses where the loss has been proven to occur while the garment was in the custody of a City of Spartanburg employee. Payment for said garments shall be based on the loss/replacement fee schedule provided as part of this RFP.

Invoices for damaged uniforms will only be paid when it is proven that the uniform was damaged through negligence of the City of Spartanburg employee. The nature of a "work" uniform suggests hard use and accelerated wear of the garments. Therefore, it is the position of the City of Spartanburg that staining will occur in the normal wearing of a work uniform and replacement with a new uniform is a normal consequence. For instance, mechanics will have oil stains on their uniforms. While these garments shouldn't be replaced just for oil stains, Spartanburg City of Spartanburg will not pay for this "damage" because it occurred in the normal wearing of the work uniform.

At the City of Spartanburg's discretion, damaged uniforms will be replaced at the stated loss/replacement fee provided as part of this RFP.

C. Uniform Replacement

The Contractor shall be responsible for the repair of all damage to the rented garments. Garments shall be maintained in a constant state of superior condition, with buttons securely attached and missing buttons replaced. Replacements of uniforms that are worn out or that are not presentable to the public will be replaced at the City of Spartanburg designee's request. The contractor should also replace garments that do not pass their inspection and that can't be repaired. Any charges for these replacement uniforms must be in accordance with the lost/replacement charge policy provided as part of this RFP.

All garments considered unsightly due to mending, stains, rips or excess wear shall be replaced with garments of the appropriate size that are free of visible stain, tears or rips. These alterations and/or replacements should be completed and returned within a two (2) week period. This will allow the vendor time to order the item, attach the name patch and clean the uniforms. Failure of the Contractor to repair or replace garments to a satisfactory condition shall be cause to withhold payment of the next invoice until repair is accomplished.

There shall be no charge for the replacement of garments that have become threadbare or worn out from normal usage.

There shall be no charge for the replacement of garments that have been in rotation for more than two (2) years.

If the Contractor delivers an item to the wrong location and the garment is not recovered at its original location, the Contractor is responsible for its replacement.

D. Lost/Replacement Charges

Invoicing for lost or damaged garments shall be itemized or on a separate invoice submitted to the City of Spartanburg . All fees for lost, damaged or replacement garments must be approved in advance by a City of Spartanburg designee. Approval will be indicated by initials or signature on delivery receipt that clearly states all charges to be incurred for lost/replacement fees. Authorization by a City of Spartanburg designee on an electronic device is also acceptable. Please provide as part of this RFP a list of not to exceed lost/replacement charges for each of the following items.

Work Shirt (65/35 blend)

Work Pants (65/35 blend)

Cotton Work Shirt

Cotton Work Pants

Jacket Three Season

Jacket Duck Shell

Cotton Coverall

Coverall (65/35 blend)

Machinist Apron

E. Cleaning Requirements

Garments shall be laundered to the highest industry standards with detergents, hung on hangers and returned to each employee wrinkle-free. No starch or similar product is to be used.

Workmanship shall be of first class commercial quality to produce clean, dry, uniforms of good general appearance. It shall be performed with handiwork, cleaning substances, and heat conditioning determined to promote extended serviceability of the uniforms.

All wastewater treatment and disposal shall be made in compliance with all applicable laws and regulations. There shall be no additional surcharges for wastewater treatment.

PICK UP AND DELIVERY:

Currently the uniforms shall be delivered to 595 Little Mountain Road, Wellford, SC 29385. However, the City of Spartanburg does reserve the right to add new locations within Spartanburg City of Spartanburg at any time during the contract period. The pickup and delivery dates will be coordinated with the City of Spartanburg designee. The delivery day will be the same every week. The City of Spartanburg designee should be notified of any change to the delivery schedule in writing two weeks prior to the change. All deliveries should be made between 8 am and 5 pm, Monday through Friday.

At the time of pick-up and delivery, the Contractor is to perform an individual count of garments collected and provide documentation to the City of Spartanburg designee. A copy of the documentation will be matched with the delivery count the following week. Any garments lost by the contractor will be replaced by the contractor at no cost. The Contractor will be responsible for identifying each garment, ensuring that it is returned to the same user.

All uniforms shall have a strip of laundry tape on the inside collar with the agency employee's last name. In addition, Contractor may choose to use a bar coding system to identify the location and employee. All employees should be able to identify their own garments. The original service date of the garment should be identifiable.

The City of Spartanburg designee will notify the Contractor of employees that no longer work for the City of Spartanburg . Spartanburg City of Spartanburg will be responsible for unreturned uniforms from employees that no longer work for Spartanburg City of Spartanburg .

VACATIONS, EXTENDED SICK LEAVE OR OTHER ABSENCES:

No charge shall be made for an employee on an extended sick, vacation or other leave of more than three (3) weeks. If an employee is to be gone for an extended leave, the City of Spartanburg designee will notify the Contractor's representative and return all of the employee's uniforms to the contractor.

HOLIDAYS:

If a location's normal pick up/delivery day falls on a holiday, pick up/delivery will fall to the previous or next business day. It is the contractor's responsibility to know and plan for Spartanburg City of Spartanburg holidays. Notice should be posted two weeks in advance as to the revised pick-up date.

NATURAL DISASTERS/EMERGENCY:

In the event a natural disaster or other emergency prevents regular delivery of uniforms, Contractor will coordinate with the City of Spartanburg to deliver uniforms as soon as possible. Spartanburg City of Spartanburg will not be charged until delivery is resumed.

PROPOSAL PRICES:

Prices are to be quoted as a total cost per garment, per employee, per week and are to include all applicable costs such as: rental, attachment of identification emblems to uniforms, cleaning, repair, alterations, measuring, packaging, hangers, wastewater treatment, emblems, and weekly deliveries. No preparation or other charges or fees shall be assessed to the agency for new employee uniforms. No fuel sur-charges shall be assessed.

Employees may receive less than the standard 11 uniforms. The number of garments these employees will receive will be determined at the appropriate time.

INITIAL DELIVERY:

A period of three (3) weeks will be given to the vendor to make initial delivery of "all" uniforms to allow time for ordering, cleaning, and delivery.

PAYMENT:

Payment will be full compensation for all uniform rentals covered under the scope of services in the contract. Payment for this service will be in monthly installments. The contractor shall request monthly payment by submitting a properly prepared and typed invoice to the applicable City of Spartanburg office for review and approval. Invoice accuracy is imperative and should be verified by the contractor prior to submission to the City of Spartanburg office. Invoice errors/discrepancies may cause payment delay. The City of Spartanburg reserves the right to withhold payment for services not received. Any charges for items that are not covered under the scope of this agreement, or approved in writing by the City of Spartanburg in advance will not be paid.

Once annually, on the anniversary of the contract award, the contractor may submit a price increase to the City of Spartanburg for consideration. No increase in excess of the most recently published Consumer Price Index percentage increase shall be accepted. The City of Spartanburg must indicate, in writing, its acceptance of any price increase before it becomes effective.

SERVICE GUARANTEE:

Contractor guarantees that service to all locations will meet the specifications indicated above. If an individual City of Spartanburg location notifies the contractor of a failure to perform in writing, the

contractor will have 30 days to remedy the situation to the satisfaction of the City of Spartanburg . Failure to remedy the situation may result in cancellation of the contract for that location.

MINIMUM DELIVERY:

Spartanburg City of Spartanburg understands that the contractor's cost to deliver garments is substantial. The minimum weekly delivery fee for any individual location will be \$50. All uniform rental and lost/replacement charges will count towards this minimum.

TERM OF CONTRACT:

The term of this agreement will be one year. There is a potential of up to four (4) one (1) year renewals, upon mutual agreement. The total length of the agreement including renewals shall not exceed five (5) years. The City of Spartanburg has the option to cancel the contract by notifying the vendor at least 30 days prior to the end of the contract. **Request for Proposal Page 17** (Rev. 7/1/15)

Exhibit B
INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.
4. Proposals must be submitted on this form. Proposals made otherwise will be subject to **rejection**.
5. Lump sum proposal price must include the amount of **ALL FEES** charged by Proposer. Proposals that do not include all fees will be **rejected**.
6. Lump sum proposal price must include the amount of **ALL TAXES**, including any South Carolina state sales tax. Proposals which do not include all taxes may be **rejected**.
7. Lump sum proposal price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Proposals which do not include all costs of transportation and delivery will be **rejected**.
8. This Proposal is subject to the **City of Spartanburg** Procurement policy and the attached City contract.
9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the proposal authorizing the individual to sign. Proposals that do not include a corporate/company resolution, when required, will be subject to **rejection**.
10. This RFP provides basic information regarding the **City of Spartanburg** requirements. Items that are not specifically requested in this RFP, but are necessary to provide the goods/services requested, must be included in the Lump Sum Proposal Price.

**PROPOSAL FOR RFP #
CITY OF SPARTANBURG
UNIFORM PROGRAM**

Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: _____
 By: _____ (Signature)
 _____ (Printed Name)
 Title: _____
 Date: _____
 Address: _____ Email: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____

Check box if corporate/company resolution attached (See Instruction 9 above).

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

BASE PRICE for _____: \$ _____

Cost for _____ as an option: \$ _____

Cost for _____ as an option: \$ _____

Cost for _____ as an option: \$ _____

Please complete the provided proposal sheet which outlines the cost per garment, per employee, per week and includes all applicable costs such as: rental, attachment of identification emblems to uniforms, cleaning, repair, alterations, measuring, packaging, hangers, wastewater treatment, emblems, and weekly deliveries. Also, please provide a list of not to exceed lost/replacement charges for items listed on page 14, Item D. No preparation or other charges or fees shall be assessed to the agency for new employee uniforms. No fuel sur-charges shall be assessed. Proposal sheet must include all applicable charges and fees.

Ground Maintenance

Price schedule				
Option #	Description of Item	Approx. Number of Employees	Cost	
			Weekly Unit Cost	Annual Cost
1	Work Wear (11 shirts long sleeve only) Cotton Poly Blend-Tan	3		
2	Work Wear (11 shirts short sleeve only) Cotton Poly Blend- Tan	1		
3	Work Wear (11 shirts mixed sleeve) Cotton Poly Blend-Tan	10		
4	Work Wear (11short sleeved and 11 long sleeved) Same-Tan	7		
5	Work Wear (11pants) Cotton-Poly Blend -Brown	23		
6	Work Wear (11pants) Cotton-Arc rated (Cat.2) Brown	2		
7	Business Wear (11short and 11 long seasonally) Various Colors	2		
8	Business Wear (11pants) khaki	1		
	Coveralls (1 coveralls-insulated)-Brown	23		
		SC Sale Tax		
		Total		

Solid Waste

Price schedule

Option #	Description of Item	Approx. Number of Employees		
			Weekly Unit Cost	Annual Cost
1	Work Wear (11 shirts mixed sleeve) Cotton-Poly Blend- Tan	18		
2	Work Wear (11pants) Cotton-Poly Blend-Navy	18		
3	Work Wear (5 Shorts) Cargo Cotton-Poly Blend- Navy	6		
4	Business Wear (11short <i>and</i> 11 long) Various Colors	1		
5	Business Wear (11pants) khaki	1		
6	Coveralls (1 coveralls-non-insulated) Navy	18		
		SC Sale Tax		
		Total		

Fleet

Price schedule

Option #	Description of Item	Approx. Number of Employees		
			Weekly Unit Cost	Annual Cost
1	Work Wear (11 shirts mixed sleeve) Cotton-Poly Blend-Navy	10		
2	Work Wear (6 Pants-Cargo) Cotton-Poly Blend-Navy	10		
3	Work Wear (5 Pants-Carhartt or Equal) Navy	10		
4	Jacket (1 Insulated) Navy	10		
5	Coveralls (1 coveralls-insulated)-Navy	10		
		SC Sale Tax		
		Total		

Streets

Price schedule

Option #	Description of Item	Approx. Number of Employees		
			Weekly Unit Cost	Annual Cost
1	Work Wear (11 shirts long sleeve only) Cotton Poly Blend			
2	Work Wear (11 shirts short sleeve only) Cotton Poly Blend			
3	Work Wear (11short sleeved and 11 long sleeved) Same			
4	Work Wear (11pants) Cotton-Poly Blend			
5	Work Wear (11pants) Cotton-Arc rated (Cat.2)			
6	Business Wear (11short <i>and</i> 11 long seasonally) Various Colors			
7	Business Wear (11short <i>and</i> 11 long seasonally) Various Colors			
8	Business Wear (11pants) khaki			
9	Coveralls (1 coveralls-insulated) Navy			
		SC Sale Tax		
		Total		

Exhibit C
Sample of Corporate / Company Resolution

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN CONTRACT WITH SPARTANBURG CITY

WHEREAS, _____ will or has submitted a bid/proposal to Spartanburg City of Spartanburg for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good or services to Spartanburg City of Spartanburg ; and

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate governing body) of _____ does hereby approve and authorize _____ (Name of Individual) to execute a contract with Spartanburg City of Spartanburg in an amount not to exceed \$_____.
_____.

ADOPTED AND APPROVED this ____ day of _____, 20__.

[INSERT NAME OF ORGANIZATION]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibit D

EVALUATION / AWARD CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers and prices will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked "*CONFIDENTIAL*" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as "*CONFIDENTIAL*", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City of Spartanburg reserves the right to determine whether this information should be exempt from disclosure.

Spartanburg City of Spartanburg shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Spartanburg City of Spartanburg, based on the following factors listed below.

The evaluation criteria will be:

1. Specifications Compliance — 30%
2. Cost Requirements — 30%
3. Service and Warranty Requirements - 20%
4. Capabilities of Firm, Training and References — 20%

Spartanburg City of Spartanburg reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Spartanburg City of Spartanburg, taking into consideration the cost and the evaluation factors set forth herein. Spartanburg City of Spartanburg will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

Representatives of City of Spartanburg will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Spartanburg City of Spartanburg may be considered as an unqualified source and their proposal may be rejected. Spartanburg City of Spartanburg reserves the right to exercise this option as is deemed proper or necessary.

Exhibit E
CITY OF SPARTANBURG, SC
Bidder Conflict of Interest Disclosure Form

**RELATED PARTY RELATIONSHIP & TRANSACTIONS
QUESTIONNAIRE**

The information called for in this questionnaire is for use by the City of Spartanburg in connection with its risk assessment procedures and related activities

Does your organization have any officers, managers, employees, or officials that are related to any employees, officials, board members, committee members or City Council Members of the City of Spartanburg, SC?

___ **No** (Please sign the certification below and promptly return this page with the W-9)

___ **Yes** (Please sign and provide the name(s) of the individual(s))

CERTIFICATION

I certify that the information herein supplied in response to this questionnaire is complete and correct to the best of my knowledge and belief and understand that the information submitted is subject to audit and verification by the City of Spartanburg.

Name of Authorized Official

Title of Authorized Official

Date

Signature

Phone

Email Address

Exhibit F

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

(Name of Corporation or Entity)

By: _____ (Signature)

_____ (Print name)

Title: _____

Date: _____

EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes ____ No ____ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

1. SUBCONTRACTOR NAME _____
SUBCONTRACTOR DUTY _____
TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

2. SUBCONTRACTOR NAME _____
SUBCONTRACTOR DUTY _____
TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

3. SUBCONTRACTOR NAME _____
SUBCONTRACTOR DUTY _____
TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

4. SUBCONTRACTOR NAME _____
SUBCONTRACTOR DUTY _____
TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

5. SUBCONTRACTOR NAME _____
SUBCONTRACTOR DUTY _____
TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

Exhibit J

GOOD FAITH DOCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

Any questions or any assistance please contact Mrs. Natasha Pitts.

Contact Information

Phone 864-596-3449

Email npitts@cityofspartanburg.org

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

I HERBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM **ALL ELEMENTS OF THE WORK** PROJECT WITH HIS/HER OWN CURRENT WORK FORCES; AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such MWBE has been contacted and properly apprised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Signature

Notary Seal

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

MWBE Good Faith Effort Participation Commitment Contract

This form should be filled out completely and **included in your bid document**. This form should also be accompanied by an executed Letter of Intent from each Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

BID NO: _____ **DATE:** _____

PROJECT NAME:	ADDRESS:
PRIME CONTRACTOR:	CITY: _____ STATE: _____
CONTACT PERSON:	EMAIL:
TELEPHONE: ())	FAX: ())

MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
Total MWBE Participation						\$	%
Total Contract Amount						\$	

MWBE CLASSIFICATION			
MBE-B - African American	MBE-S - Asian American	MBE-H - Hispanic	
American WBE - American Woman	MBE N/A - Native American		

NON-MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
Total Non-MWBE Participation						\$	%
Total Contract Amount						\$	

