

# City of Myrtle Beach Request for Proposal

## RFP 23-R0001 MBPD Janitorial Services

**Issue Date: August 24, 2022**



*First in Service*

The City of Myrtle Beach will not be responsible for any errors, omissions, or misrepresentations regarding any plans or solicitation documents that are obtained from any source other than the City of Myrtle Beach. It is the Contractor's sole responsibility to verify the authenticity of all documents associated with this project. The Contractor will be liable for any losses, damages, costs, and/or expenses incurred by operating from plans or documents that are not obtained directly from the City of Myrtle Beach.

[www.cityofmyrtlebeach.com/services/bids\\_and\\_purchasing/index.php](http://www.cityofmyrtlebeach.com/services/bids_and_purchasing/index.php)

City of Myrtle Beach Purchasing Division  
 3231 Mr. Joe White Avenue  
 Myrtle Beach, SC 29577



REQUEST FOR PROPOSAL	
RFP # 23-R0001 – MBPD Janitorial Services	
Buyer Contact:	Brandon Hancock (843) 918-2173 bhancock@cityofmyrtlebeach.com
<b>Mandatory Pre-Proposal Conference:</b> On-time attendance/sign-in is required for proposal consideration.	<b>Thursday, September 1, 2022 at 1:00P.M. (Local Time)</b> 1101 N. Oak Street Myrtle Beach, SC 29577
<b>Opening Date &amp; Time:</b>	<b>Thursday, September 15, 2022 at 2:00P.M. (Local Time)</b>
Proposal Delivery Location:	City of Myrtle Beach Purchasing Office 3231 Mr. Joe White Ave Myrtle Beach, SC 29577

**Bonds:** Proposals for a service only that is \$25,000.00 or greater must be accompanied by a bidder's bond or cashier's check in the amount of five percent (5%) of the total dollar amount of the proposal submitted, payable to the City of Myrtle Beach. No other forms of security will be accepted.

**Public Disclosure:** If proposal contains proprietary, privileged, or confidential information, Offeror **MUST** check box. Failure to check box may be cause for public disclosure. See Section 3.09 for further details.

No proposals will be accepted unless submitted on the forms furnished herein. All pages of the proposal must be in a sealed envelope and delivered in accordance with these instructions:

- The envelope must be marked with company name, proposal number/name, and time/date of proposal opening.
- Proposal packages shall be delivered to the address listed above. The City of Myrtle Beach is not responsible for late or misdirected mail.

If the above criteria are not met, your proposal shall be rejected. Proposals are not subject to public reading.

Offerors are advised that from the date of issue of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications/requests for clarification are to be directed to the Buyer listed above.

**Offeror to complete this section:**

Name of Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Please note:** Signature is required on page 22.

**CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS  
MUST BE SIGNED AS PART OF REQUEST FOR PROPOSAL PACKAGE**

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  - 2.02 Written Explanations
  - 2.03 Disputes with Written Explanations
  - 2.04 Written Addenda
  
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  - 3.01 Availability of Documents
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1.02 DEFINITIONS:

- A. City of Myrtle Beach – herein referred to as “City.”
- B. RFP – Request for Proposal
- C. Offeror – any vendor, proprietor, business, company, service provider, or corporation who submits a proposal to the City.
- D. Proposal – the collection of documents that includes these general instructions, the scope of work and/or specifications, a written offer, and signature page to be used for consideration in negotiations and/or contract development.
- E. Addendum – a written change, addition, alteration, correction, or revision to a proposal document.
- F. Bond – provides financial assurance that the proposal has been submitted in good faith, that an offeror will enter into a contract at the amount proposed, and will provide the appropriate performance and payment bonds.
- G. Bid Bond – an insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the offeror will not withdraw from the proposal, must be submitted with proposal package if over \$25,000.00
- H. Performance Bond – guarantees execution of the terms of a contract, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.
- I. Payment Bond – covers payment of subcontractors, laborers, materials, and suppliers associated with the project, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.

## 2.0 AUTHORITY:

- 2.01 Equal Weight and Force.** The instructions herein contained are given for the purpose of guidance in properly preparing an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the proposal, these general instructions shall apply.
- 2.02 Written Explanations.** Only written information from the procurement manager or an authorized representative of the purchasing division is binding; therefore no verbal instructions or verbal information from any other source shall be binding on the City. The City shall not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the purchasing division shall be final and binding upon each Offeror.
- 2.03 Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals. Clarifications requested by Offerors must be in writing not less than three (3) days before date and time set for receipt of proposals.
- 2.04 Written Addenda.** Should the procurement manager deem it necessary to alter proposal specifications, those alterations shall be made in the form of written addenda that shall be posted on the City website, and may be advertised in the South Carolina Business Opportunities (SCBO) online publication and the local newspaper. The Offeror is responsible for monitoring all of these sources and should not rely on a single source for updates. These addenda shall then be considered as part of these specifications. No interpretations of the meaning of the proposal specifications shall be made orally.

## 3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Proposal documents may be obtained through the City of Myrtle Beach website ([www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Proposal documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Proposals.** The City of Myrtle Beach will review proposals on a pass/fail basis to determine whether the proposal is “responsive” to this RFP. A responsive proposal will contain all required documents and forms that are completed in their entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately, and free from errors without noted corrections. The City reserves the right (at its sole discretion) to determine whether a proposal is responsive.

- 3.03 Non-Responsive Proposals.** Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.
- 3.04 Document Completion.** A proposal and signature document is provided as part of the solicitation. This form must be used in submitting a proposal and all pages of the proposal document must be completely filled out in blue or black ink and signed by the Offeror. No proposal shall be accepted unless submitted on the forms furnished herein. The format of the proposal documents shall not be altered in any way. Written errors made on the proposal documents prior to submission must be corrected by marking through the entry in blue or black ink and making the correct entry adjacent to the written error and initialed by the Offeror in blue or black ink.
- 3.05 Contents of Proposal Packet.** The general instructions, scope of work and/or specifications, and the proposal and signature document constitute the proposal packet. By submitting a proposal, the Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. Alternative proposals shall not be considered. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.
- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this proposal request, submit one complete proposal package using the attached form(s), for proposed pricing.
- 3.07 Proposal Submission.** Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and proposal number/name and time/date of opening in the lower left-hand corner. This sealed envelope must be delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the proposal is considered nonresponsive. It is the Offeror's responsibility to ensure that the proposal is delivered by the official opening date and time. Proposals submitted after the date and time set for receipt shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Offeror. Late proposals shall not be opened and will be returned to the Offeror unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Proposal Delivery/Opening.** All proposals must be sealed, marked and delivered in accordance with these instructions to Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Proposals received prior to the advertised hour of opening shall be securely kept sealed. Proposals are not subject to public opening.
- 3.09 Document and Content Ownership.** All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City and in the public domain.



However, as per the South Carolina State Procurement Code, Section 11-35-410, commercial/financial/price information and design concepts, methods, procedures, and recommendations can be held privileged and confidential, provided that the Offeror clearly marks that information as such. This includes biographical data on key employees. It will be the Offeror's responsibility to label information as proprietary. Failure to clearly identify information as privileged, confidential, and/or proprietary may be cause for public disclosure. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

#### **4.0 FULL EXAMINATION:**

**4.01 Thorough Investigation.** Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall in no way relieve the Offeror from any obligation in respect to the proposal.

**4.02 Pre-Proposal Meetings.** When Offerors are required to make site visits or attend mandatory pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City. Offeror must be physically present at the sign-in location with the Buyer at the start of the scheduled meeting time. The official start of each pre-proposal meeting will be determined by the Buyer with an announcement of the time and the final closing for Offerors to sign-in. Any Offeror arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-proposal meeting, and any proposals received shall be considered non-responsive.

**4.03 Evidence of Examination.** Submission of a proposal will be considered as conclusive evidence of the Offeror's complete examination, understanding and acceptance of the specifications.

#### **5.0 PRICING:**

**5.01 Unit Pricing.** Unit pricing will govern over extended prices unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where a firm proposal cannot be made, consideration shall still be given to all Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contains non-firm prices.

**5.02 Cash Discounts.** Cash discounts, if allowed, should be so stated on the proposal form. Prices must, however, be based upon payment thirty (30) calendar days after delivery.

**5.03 Changes in Cost.** If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the Contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the Contractor's responsibility to notify the City of Myrtle Beach Purchasing Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the Contractor. At any time during the term of the contract, the City may request that the Contractor provide written documentation from the manufacturer/supplier of the material(s)

to substantiate price increase(s). If during the term of the contract, the cost of material(s) to the Contractor is reduced, then the Contractor shall reduce the contract price(s) and notify the procurement buyer in writing.

**5.04 Price Evaluation.** The City of Myrtle Beach shall evaluate the Offeror's price proposal for completeness, price reasonableness, price realism, and unbalanced pricing. Price reasonableness shall be established by competition and determined primarily by comparison with other offers submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the estimated proposed price reflects a clear understanding of the requirements, are realistic for the work to be performed, and are consistent with the methods of performance and materials described in the Offeror's proposal. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the City. The City may determine that a proposal is unacceptable if the proposed price is materially unbalanced between line items.

## **6.0 TAX INFORMATION:**

**6.01 Sales Tax/Federal Tax.** The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and shall issue exemption certificates if required. All prices should be quoted without tax applied. Tax will be applied at the time of invoicing according to the current state sales tax rate.

**6.02 Payment of Taxes.** The Contractor agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the City of Myrtle Beach, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.

## **7.0 MATERIAL ASSESSMENT:**

**7.01 Product Documentation.** Proposal shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

**7.02 Safety Data Sheet (SDS).** If so requested in the proposed documents, a completed SDS for the item(s) indicated must be provided with the proposal documents. Failure to submit

this form upon request may result in rejection of proposal.

- 7.03 Evidence of Work/Product.** All Offerors must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with proposal.
- 7.04 Sample Submission.** When samples are required with a proposal, they must be submitted with the proposal unless approved by the purchasing manager or purchasing manager's authorized representative.
- 7.05 Sample Ownership.** Samples submitted shall become the property of the City of Myrtle Beach. The entire cost of the sample(s) shall be paid for by the Offeror unless previous written arrangements are made with the City.
- 7.06 Furnished Items.** Offerors are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
- 7.07 Quality of Items.** Offerors shall submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing. Unless otherwise specified, the Offeror shall unconditionally guarantee the items and workmanship being proposed. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Offeror, upon notification and at the expense of the Offeror, shall replace the items to the complete satisfaction of the City. Upon the Offeror's failure to replace items, the City may return the rejected items to the Offeror at the Offeror's risk and expense, or the City may dispose of them as its own property.

## **8.0 CHANGES IN SPECIFICATIONS:**

- 8.01 Authority of Specifications.** It shall be understood that in all cases the terms and conditions, as detailed in the specifications, shall supersede terms and conditions, as detailed in the general instructions. No verbal agreement or conversation with any officer, agent, or employee of the City shall affect or modify any of the terms and conditions.
- 8.02 Equipment.** If this proposal is for the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.
- 8.03 Deviation from Specifications.** Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications shall hold the Offeror strictly accountable to the specifications as written herein.

- 8.04 Material Preference.** The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one proponent can submit a proposal.
- 8.05 Changes after Award.** Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the purchasing division; otherwise, the responsibility for such changes shall be with the Offeror.
- 8.06 Equivalent Items.** For items identified in this proposal as “brand name or equal,” the Offeror’s proposal must indicate each product that is being offered as an “equal” product by providing the following information:
- A. A description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of “equal” products specified in the proposal
  - B. A clear identification of the item by brand name and make/model number (if any)
  - C. Descriptive literature such as illustrations, drawings, photographs, or a clear reference to previously furnished descriptive data or information that is readily available to the purchasing buyer
  - D. A clear description of any modifications the Offeror plans to make in a product so that it conforms to the proposal requirements

Compliance verification is performed by the City purchasing buyer and their requestor(s). The purchasing buyer is required to evaluate “equal” products on the basis of information furnished by the Offeror, or identified in the proposal. The buyer is not responsible for locating, obtaining, or researching any information that is not provided. An Offeror’s product will not be considered as an “equal” product if there is an inadequate description of how the “equal” product meets the salient characteristics specified in the proposal.

## **9.0 MODIFICATIONS:**

- 9.01 Additional Work.** The proposal shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.
- 9.02 Adjustments to Items/Work.** The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Contractor. Any such adjustments in price shall be made in writing.
- 9.03 Quantity Limits.** At the time of award, if required, the City reserves the right to set a

maximum dollar limit that may be expended on the project or requirement. Contract quantities of any and/or all items may be increased, decreased, or eliminated to adjust the contract amount to coincide with the amount of service-related work or supply items to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, decrease, or eliminate the contract quantities in any amount.

## **10.0 BOND REQUIREMENTS:**

**10.01 Bid Bonds.** If required, Offeror shall supply a bid bond of 5% of the total proposal amount to be submitted with the proposal package. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement.

**10.02 Performance/Payment Bonds.** The successful Offeror at its own cost and expense shall furnish, if required, a valid performance and payment bond (payable to the City of Myrtle Beach.) The bond shall be in the full amount of this agreement conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and contract documents. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the Contractor and a bonding company authorized to do business in the State of South Carolina and approved by the State of South Carolina to issue such performance and payment bonds. Bonds must be received within ten (10) calendar days from the date and time of notification of award. Only the forms provided by the City for the performance and payment bonds shall be accepted.

## **11.0 DELIVERY:**

**11.01 Warehouse Deliveries.** Unless otherwise stated in the special instructions section of this proposal request, deliveries will be accepted during the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding City holidays.

**11.02 Dates.** The delivery date as stated in the proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the Offeror shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it shall be assumed to mean that all items included in the proposal can and will be delivered on or before the specified date. The Offeror certifies that the delivery shall be completed in the time the Offeror states, starting at the time the order is placed, provided that the time between the proposal opening and the placing of the order does not exceed the number of days stipulated in the proposal. The right is reserved to reject any proposal on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Offeror(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

**11.03 Delivery Price.** Proposal prices are to be Delivered Price (FOB Destination). Proposal prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City of Myrtle Beach shall not be responsible for any demurrage charge(s).

**11.04 Documentation.** Invoice(s), certificates of origin, warranties and guarantees must be submitted at the time of delivery of the item(s).

**11.05 Wrong Deliveries.** In the event that materials, supplies, etc. are delivered which do not comply with specifications and have not been approved by the purchasing division, the Contractor, upon notification, shall immediately remove from the premises any such materials, supplies, etc. and replace them with materials, supplies, etc. in full accordance with the specifications.

## **12.0 AWARD CRITERIA/TIMELINE:**

**12.01 Award Criteria.** For service and supply-related requirements, the award will be made within the time specified to the responsible Offeror meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following criteria shall be used in making this determination:

- A. Superior quality and specification adherence
- B. Adequate maintenance and service
- C. Delivery and/or completion time
- D. Guarantees and warranties
- E. Company's reputation and financial status
- F. Past experience and cost with similar or like equipment or service
- G. Anticipated future cost and experience
- H. Performance of proponent's equipment by other agencies, plants, and firms

Evaluation factors, if required, shall be stated in either a percent basis or a numerical format.

**12.02 Contract Issuance.** The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. Offeror shall not add any provisions reserving the right to accept or reject an award. The procurement office is the sole point of contact for the issuance of the contract.

**12.03 Commencement of Work.** Upon execution and delivery of the contract and insurance certificates, the Offeror shall be notified to proceed with the work of the contract. The work of the contract shall be commenced within one (1) City business day following such notification, or as otherwise specified in the Notice to Proceed. The performance period shall be from date of issuance of Notice to Proceed through three hundred sixty-five (365) calendar days. Contract prices shall remain firm for the duration of the contract

period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the Purchasing Office.

**12.04 Contract Timeline.** In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.

**12.05 Notification.** Proposal tabulations will be available on-line at [www.cityofmyrtlebeach.com/purchasing.html](http://www.cityofmyrtlebeach.com/purchasing.html). Winning Offeror shall be notified five (5) City business days after proposal tabulations are posted.

**12.06 City Business License.** The successful Offeror must obtain a City of Myrtle Beach business license in order to conduct business within our city. A business license is not required to submit a proposal; however, any offeror that receives an award under this proposal shall be required to obtain a City business license before work can begin. For further information on obtaining a city business license, contact the City Business License Office at 843-918-1200.

### **13.0 OFFEROR RESPONSIBILITIES:**

**13.01 Duration of Proposal.** Proposal prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the proposal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified proposal time. Price decreases or changes in terms by others after the acceptance of a proposal shall not be considered.

**13.02 Transfer of Responsibilities.** The Contractor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the City.

**13.03 Drug-Free Workplace.** In accordance with the provisions of the Drug-Free Workplace Act, the City of Myrtle Beach shall promote a drug-free workplace. Illegal drugs or narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or distribution of a controlled substance of any kind while working on City property is subject to disciplinary action up to and including immediate discharge. As such, Offerors are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a proposal, Offeror certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Offeror to uphold and enforce this policy is subject to termination of contract.

**13.04 Subcontractors.** The Contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or

indirectly employed by the Contractor, and the fact that subcontractors are subject to the approval of the City of Myrtle Beach shall not affect the Contractor's responsibility in this regard. The Offeror shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the Contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

**13.05 Coordination and Contact.** The selected Offeror shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent of the City. Further, the City of Myrtle Beach shall consider the selected Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.

**13.06 Liquidated Damages.** If the Offeror fails to deliver the supplies or perform the services within the time specified in the contract, the Offeror shall, in place of actual damages, pay to the City of Myrtle Beach liquidated damages of \$\_\_\_\_\_ per calendar day of delay. If the City terminates the contract, in whole or in part, the Contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate offeror. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Offeror shall not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Offeror.

**13.07 Force Majeure.** Neither party shall be held responsible for failure to perform the responsibilities imposed by this proposal due to circumstances beyond reasonable control, including natural forces (fires, floods, tsunamis, hurricanes, tornadoes, earthquakes), political unrest (military action, embargoes, acts of terrorism, war), civil unrest (insurrections, riots, strikes, rebellions), public health crises (epidemics, pandemics), acts of God, and/or orders of any governmental authority having jurisdiction over such.

#### **14.0 INDEMNITY CLAUSE:**

**14.01 Hold Harmless.** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Myrtle Beach, its officers, representatives, departments, agencies, employees, and agents, free and harmless from and against any and all claims, losses, damages, fines, penalties, demands, actions, suits, settlements, costs, charges, fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims,



liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with the breach by the Contractor of any covenant or condition hereunder, or the negligence or willful misconduct of the Contractor or any of its employees or agents or the fault of the manufacturer of goods supplied by the Contractor. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend at its expense, any claim, loss, or action arising out of or related to a breach of the contract and/or any related covenant or condition thereunder, and/or any negligence or willful misconduct of the Contractor, its employees or agents. This obligation shall extend to and include, all litigation costs, court costs, and reasonable attorney fees incurred by the City in response to such claims.

**14.02. Failure to Enforce.** Failure by the City at any time to enforce the provisions of the proposal shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of any part of the proposal.

## **15.0 FEDERAL AND STATE LAWS:**

**15.01 Employment Regulations.** Offerors shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every Contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve-month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:

- A. Register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its sub-Contractors to do the same; or
- B. To employ only workers who:
  - 1. Possess a valid South Carolina Driver's License or ID issued by the South Carolina Department of Motor Vehicles; or
  - 2. Are eligible to obtain a South Carolina Driver's License or ID card in that they meet the requirements; or
  - 3. Possess a valid Driver's License or ID card from another state where the requirements are at least as strict as those in South Carolina.

**15.02 Ethics of Employees.** The Contractor shall exercise due diligence to detect and prevent criminal character conduct and otherwise promote an organizational culture that encourages ethical behavior and a commitment to compliance with the law. To that end, for any service related contract, the Contractor must provide their employees with ethics awareness training to ensure professional attitude and conduct while working on City property.

**15.03 Nondiscrimination in City Contracts.** Any Offeror that enters into a contract for goods or services with the City of Myrtle Beach or any of its boards, agencies, or departments shall implement an employment nondiscrimination policy prohibiting discrimination in

hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this proposal. Offer shall not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. Furthermore, Offeror agrees to incorporate the foregoing provisions in all subcontracts entered into with suppliers, subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services.

**15.04 Compliance with Laws.** The Offeror shall, in the performance of work under this proposal, fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, or ordinances, and shall hold the City harmless from any liability resulting from failure of such compliance.

## **16.0 FINANCIAL ACCOUNTING:**

**16.01 Availability of Funds.** Unless cancelled prior to the RFP opening date, all proposals received on time will be opened as indicated in the solicitation. The City's obligation under this requirement is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise until funds are made available and until the Offeror receives notice of such availability from the City's Purchasing division. If funding is not made available, the RFP will be cancelled.

**16.02 Payment.** Inspection and acceptance of the material, goods, and/or service by an authorized representative of the City shall be required prior to any payment. After acceptance by the City, payments shall be made to the Contractor within thirty (30) calendar days of receipt of invoice.

**16.03 Representation.** The selected Offeror shall assign a competent account representative acceptable to the City of Myrtle Beach who will represent the Offeror in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the proposal. Records shall be kept in accordance with sound, generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this proposal. If the account representative is removed by the Offeror, the new representative must be acceptable to the City.

## **17.0 PROPOSAL REJECTION/WITHDRAWAL:**

**17.01 Reasons for Rejection.** The City of Myrtle Beach may reject a proposal if:

- A. The Offeror misstates or conceals any material fact in the proposal; or if,
- B. The proposal does not strictly conform to the law or requirements of the proposal; or if,
- C. The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the City on an “all or none” basis, or a “low item” basis. An “all or none” basis proposal must include all items upon which proposals are invited.

**17.02 Best Interest of City of Myrtle Beach.** The City may, however, reject all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.

**17.03 Determination of Responsibility.** The City may make such investigation as it deems necessary to determine the ability of an Offeror to furnish the required goods/services, and the Offeror shall furnish to the City any requested information and data for this purpose at the Offeror’s expense. Information requested may include, but not be limited to: financial statements, credit ratings, criminal histories, references, records of past performance, and/or on-site inspections. The City reserves the right to reject any Offeror if the evidence fails to satisfy the City that such Offeror is properly qualified to carry out the terms of this proposal.

**17.04 Disqualification.** Any of the following factors may be considered just cause to disqualify a proposal without further consideration: evidence of either direct or indirect collusion among offerors in regard to the amount, terms, or conditions of the proposal; attempts to improperly influence any member of the evaluation team; evidence of offeror’s inability to successfully complete required responsibilities and obligations of the proposal; existence of any lawsuit, unresolved contractual claim, or dispute between the offeror and the City; and/or default under any previous agreement with the City that resulted in the termination of the agreement.

**17.05 Withdrawal Timeline.** Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened. No modifications, clarifications, or explanations of any proposals shall be allowed after the date and time of closing.

## **18.0 DISPUTES AND PROTESTS:**

**18.01 Informal Dispute Resolution.** An Offeror who has a concern with a decision made by the Purchasing Agent or designee, shall first inform the Purchasing Agent, or designee, within five (5) calendar days after the date the City posts a bid tab on the City’s website stating its intention to make a contract award, or the contract is awarded, whichever occurs first, unless the proposal document specified a shorter time period. The Purchasing Agent or designee shall discuss the issue(s) with the Offeror in an attempt to resolve the dispute.

**18.02 Formal Dispute Resolution.** An Offeror who has a dispute that cannot be resolved by informal efforts may file a written protest with the City of Myrtle Beach in connection with any of the following:

- A. A solicitation or other request for a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- B. An award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- C. A termination or cancellation of the award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services if the objection is based, in whole or in part, on the allegation that the award of the contract or agreement was improper.

**18.03 Procedures/Timelines.** A formal protest may be filed in the following manner:

- A. A protest must be submitted in writing, filed by an Interested Party, and addressed to the Purchasing Agent or designee. An e-mail is not acceptable as a written protest.
- B. The protest must be signed by an authorized agent or representative of the Interested Party.
- C. An administrative fee shall be submitted with the written protest and shall be made in the form of a certified check or money order made payable to the City of Myrtle Beach. The administrative fee will be calculated as five percent (5%) of the protestor's proposal amount. In a case where the protestor did not submit a proposal, the administrative fee will be calculated as five percent (5%) of the lowest responsive and responsible proposal received by the City. The Administrative fee shall be returned if the protest is upheld; otherwise the fee is non-refundable.
- D. Within five (5) calendar days of discussing the dispute with the Purchasing Agent or designee, the written protest and administrative fee must be received by the Purchasing Agent or designee. A protest received after the five (5) calendar days, or without the appropriate administrative fee, will not be considered.
- E. The written protest shall include:
  - 1. The name and address to which certified mail is received on behalf of the protestor.
  - 2. An appropriate identification of the solicitation, and if a contract has been awarded, the contract number.
  - 3. A complete statement of the reasons for the protest, including exhibits, documents, or other evidence in support of the reasons for the protest.
  - 4. A request for a remedy sought by the protestor.
- F. Upon receipt of the protest, the Purchasing Agent or designee shall promptly deliver a copy of the protest to the City Attorney, and notify the Director of Financial Services and any/all other representatives of City departments associated with the solicitation.

**18.04 Stay of the Procurement.** When a protest has been timely and appropriately filed before the award of a contract or agreement, the contract or agreement shall not be awarded unless

the Purchasing Agent or designee determines that the award of the contract or agreement during the pendency of the protest is necessary to protect substantial interests of the City.

When a protest has been timely and appropriately filed after the award of a contract or agreement, the Purchasing Agent or the designee shall direct the Contractor not to engage in any further performance of the contract or agreement, unless the Purchasing Agent or designee determines that the performance under the contract or agreement during the pendency of protest is necessary to protect substantial interest of the City.

**18.05 Confidentiality of Information.** The Purchasing Agent or designee shall, upon written request, make available to any other interested party information submitted that bears on the substance of the protest, except where information is proprietary, confidential, or otherwise permitted or required to be withheld from disclosure by law or regulation. Persons or other entities that are involved in the protest that want to keep information submitted by them as confidential should request that the information not be disclosed by specifically identifying the confidential information within the documents submitted by indicating on the front page of each document that it contains confidential information.

**18.06 Post-Filing Formal Protest Process.** Once a protest has been filed appropriately, the Purchasing Agent or designee may, in its sole discretion, may engage in any or all of the following:

- A. Hold a conference between all parties to the protest in which resolution options are explored.
- B. Conduct an investigation of the merits of the protest allegations.
- C. Order the parties to the protest to engage in certain methods of discovery and set limits in terms of discovery scope and time.
- D. Schedule and conduct a protest hearing.

The Purchasing Agent or designee will render a decision on the merits of the protest after engaging in some or none of the activities listed above.

**18.07 Formal Protest Decision Timeline and Notification.** A decision on a protest shall be made by the Purchasing Agent or designee as expeditiously as possible, but no later than ten (10) City of Myrtle Beach business days after receiving the protest. In determining the protest, the Purchasing Agent or designee may terminate the contract or agreement, issue a new solicitation or other request for contract or agreement, or award a contract or agreement. The protest decision shall be mailed to the protester by certified mail, return receipt requested.

**18.08 Appeals.** To the extent permitted by law or court rules regarding appeals, an appeal of the decision regarding the protest may be made to a court of competent jurisdiction within the time set forth in the Rules.

## **19.0 CITY RESERVED RIGHTS:**

**19.01 Reserved Rights.** The City of Myrtle Beach expressly reserves the following rights:

- A. To reject any and/or all irregularities in the proposals submitted

- B. To reject any and all proposals, or parts thereof, as deemed in the best interest of the City.
- C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
- D. To make the award to any Offeror who, in the opinion of senior management, is in the best interest of the City.
- E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Offeror.
- F. Only the evaluation factors specified in this solicitation may be used as a basis for award.

**19.02 Final Judgment.** If any doubt or difference of opinion arises between the City of Myrtle Beach and the Offeror as to the interpretation of this request for proposal, the decision of the City will be final and binding upon all parties.

**19.03 Clarification.** The City of Myrtle Beach reserves the right to obtain clarification on any point in the Offeror's proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware shall be provided at no cost to the City. The City is not obliged to evaluate any or all products.

**19.04 Price Increase.** The City of Myrtle Beach reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.

**19.05 Loss/Damage.** The City of Myrtle Beach shall not be responsible for the loss or damage of any items during the RFP process.

**19.06 Performance Failure.** In the event that the Offeror fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Offeror written cure notice of such failure. The Offeror shall then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the City reserves the right to withhold all money that is due and payable to the Offeror. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Offeror exceeds the five (5) calendar days of non-performance without the approval of the purchasing manager.

**19.07 Termination for Convenience.** The City of Myrtle Beach reserves the right to terminate the contract with the Contractor when it is in the best interest of the City. If the contract is so terminated, the City shall provide the Contractor with thirty (30) calendar days written notice and shall compensate the Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.

**19.08 Termination for Default.** The performance of work under this proposal may be terminated by the City in whole, or in part, upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or whenever the City determines that termination is in the City's best interest. Any such termination shall be communicated by a written notice of default, delivered to the Offeror, at least fifteen calendar (15) days before the date of termination, specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The City of Myrtle Beach shall be entitled to recover all fees, costs, claims, or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims, or damages.

If the City, in its discretion, determines that the Contractor's breach constitutes a threat to public health, safety, or welfare of any person, or causes willful or negligent damage to City property, the City may terminate the contract immediately, without cure or show cause, effective upon notice in writing to the Contractor. In addition to any other remedies provided by law, the Contractor shall be responsible for all costs incurred by the City as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

**19.09 Negotiation.** Prior to the notice of award to any offeror, the City of Myrtle Beach may elect to open negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The negotiation period shall be no more than five (5) City business days. In these negotiations, the City may address scope of work, unit pricing, or any other contractual requirements fairly contained within the proposal documents. In the event that negotiations should commence but fail, the City shall reject any or all proposals.

## **20.0 ADA COMPLIANCE:**

**20.01 Contact Information.** Questions concerning the proposal requirements or specifications should be directed in writing to the procurement buyer shown on the front page of this proposal package. If you need disability-related accommodations, please contact (843) 918-2170.

## **21.0 SIGNATURES:**

**21.01 Accuracy and Completeness.** The authorized signer of the proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposal for errors and omissions; that the prices stated in their proposal are correct and as intended are a complete and correct statement of prices.

**21.02 Non-Collusion.** The authorized signer of the proposal certifies that the proposal is made

without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal. Furthermore, the authorized signer certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Prior compensated consulting shall not preclude an Offeror from submitting a proposal.

**21.03 Compliance.** By signature below the Offeror affirms that they have examined, understands, and accepts all instructions, specifications, terms and conditions of this solicitation. No additional Offeror terms or conditions will be considered unless listed in the Additional Terms and Conditions section of this solicitation and accepted by the City. Offeror shall provide for appropriate insurance, deposits, and performance bonds if required, and shall comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Offerors as set forth in law are met.

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Signature of Offeror

Date of Signing

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Print Name of Offeror

If more convenient, tabulations are available for pick-up after final award. No proposal tabulations will be faxed.



## **SPECIFICATIONS**

### **INTENT**

It is the City's intent of this Request for Proposal (RFP) to establish a term contract for Janitorial Services to be performed at multiple locations within the Myrtle Beach Police Department: Ted C. Collins Law Enforcement Center, 1101 North Oak Street, Myrtle Beach, SC 29577; Victims Advocate Office, 1101 North Oak Street, Myrtle Beach, SC 29577; Municipal Court, 1101 North Oak Street, Myrtle Beach, SC 29577; Waterfront Building, 1002 Carver Street, Myrtle Beach, SC 29577; Substation #4 (Police side only), 1170 Howard Parkway, Myrtle Beach, SC 29577; Police Training Annex, 3340 Mustang Street, Myrtle Beach, SC 29577.

The successful Offeror shall provide all materials, supplies, equipment, labor, personnel, supervision, transportation and all other things necessary to perform the work required under this Contract.

### **TERM OF CONTRACT**

The term of the Contract shall be for a period of one (1) year effective upon first date of services. Upon successful completion of the initial term of the Contract, the option to renew the Contract for four (4) additional one (1) year periods will be available, provided both parties agree.

Proposal prices shall remain firm for the initial term of the Contract. Price increases will be allowed only at the beginning of each Contract renewal period. Should the Contract be renewed for additional terms, price increases shall not exceed the percentage of increase established as a result of this RFP.

Both parties shall have the right to cancel this Contract at any time by providing thirty (30) days written notice to the other party.

### **SCOPE OF WORK**

1. The Offeror shall provide commercial cleaning services for all of the locations listed in this Contract, provided the Offeror has the staff, equipment, and capacity to perform all services specified.
2. The Offeror shall not engage or use the services of subcontractors in performing the Contract specifications unless the Offeror obtains prior approval from the City.
3. The Offeror shall be responsible for all supervision required to satisfactorily perform the requirements of the Contract. Periodic inspections of each facility shall be performed by City employees at their discretion. The inspections shall result in a written report to the Purchasing Office detailing observations.
4. The Offeror shall be responsible for keeping the buildings locked while Offeror personnel are on the premises and exclude all unauthorized persons.
5. The Offeror must furnish and maintain, in good repair, all equipment, including but not limited to: vacuums, mops, brooms, buffers, etc., and any other equipment necessary to perform these duties. City equipment shall NOT be used to perform the services of this Contract.
6. The Offeror shall only use EPA approved chemicals and solutions and shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they are to be applied.

7. The Offeror shall be held responsible for any breakage, damage, and/or loss of the City's equipment, furniture, fixtures, or supplies through negligence of the Offeror or Offeror personnel while working on the premises.
8. The Offeror shall furnish toilet tissue, paper towels, trash bags, liquid hand soap (where necessary) and any other supplies as listed in the following specifications at the respective locations.
9. The Offeror shall perform any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling or any other incidents that would take away from the overall cleanliness of the buildings.
10. The Offeror representative shall be made available for periodic meetings with personnel from the City. The Offeror shall also provide an address and telephone number for uses of the City in case of an emergency.
11. The Offeror must keep a supply of Personal Protection Equipment (PPE) in the event of bio-hazard clean-ups if/when necessary.
12. The Offeror shall not use or allow their employees to use the City telephones, computers, or computer equipment without prior approval by the City. Telephone use for bona fide emergencies will be permitted.
13. The Purchasing Office may request that periodic services such as stripping and waxing floors or other services be performed when needed. The Purchasing Office and Offeror shall agree to terms, instructions, pricing, and date/time of extra services.
14. The Offeror shall be responsible for furnishing and using safety precautions necessary to warn employees of wet floors, or of any other condition which may be hazardous.
15. The Offeror will not be responsible for cleaning of computers, computer equipment, electrical rooms, boiler rooms, server rooms, or mechanical rooms unless specified otherwise.
16. Offeror personnel must wear company uniforms that are easily distinguishable at all times while performing janitorial services without exception.

#### **MANDATORY PRE-PROPOSAL MEETING**

At no cost to the City, all Offerors must attend an on-site pre-proposal meeting and conduct an initial inspection of the buildings to ensure that the Offeror fully understands the scope of work involved and condition of the facility(s) to be maintained. This meeting will begin on September 1, 2022 at the flagpole of the Ted C. Collins Law Enforcement Center located at 1101 North Oak Street, Myrtle Beach, SC 29577 at 1:00p.m. (local time). On-time attendance and sign-in is required for proposal consideration. No late attendees will be admitted. No electronic or virtual attendance options are available.

It shall be the responsibility of each Offeror to verify, in the field, the information provided in these RFP specifications and to obtain any/all additional information required. Proposal prices shall be submitted based on these RFP specifications and on information obtained in the field during the on-site pre-proposal meeting.

#### **OFFEROR REQUIREMENTS**

The successful Offeror shall be experienced in performing janitorial services similar to the scope of work specified in this RFP and to the degree included in these RFP specifications. The successful Offeror shall have finances, personnel, facility(s), and equipment sufficient to perform the services

## **SPECIFICATIONS (continued)**

required under this contract. The City reserves the right to inspect the facility(s) and equipment of the successful Offeror at any time during the term of this Contract.

All Offerors must sign the Bidder Certification Statement at the bottom of the Bid and Signature Document page (page 22). Failure to attend the on-site pre-proposal meetings and/or failure to sign the aforementioned Bidder Certification Statement is just cause for the proposal to be considered non-responsive and the proposal will be rejected.

The successful Offeror shall employ competent personnel who have been thoroughly screened for criminal backgrounds, at the Offeror's expense, and are of good character and temperament. Within five (5) City business days of award, the Offeror shall provide to the Buyer a list of employees assigned to the facility(s) to include the employee's name, date of birth, and length of time employed by the Offeror. At any time there is a change in cleaning personnel, the City Purchasing Office and applicable facility(s) representative shall be notified of the change.

The successful Offeror and all Offeror personnel must possess and keep current and valid at all times, during the term of this Contract, any/all applicable licenses, permits, registrations, certifications, etc., required to perform the services specified under this Contract. The Offeror shall bear the cost of securing all required licenses, permits, registrations and certifications and for the payment of any applicable fees required to perform the services under this Contract.

The City may, at any time, request copies of all applicable licenses, permits, registrations, certifications, etc. After award, if any applicable Offeror/Offeror employee license, permit, registration or certification is suspended or revoked, notice must be given to the Buyer within five (5) City business days.

While performing the services required under this Contract, the successful Offeror shall comply with all current and future applicable federal, state, municipal and local statutes, regulations, standards, codes and ordinances. The latest edition(s) or when applicable, edition(s) as adopted by the local authority having jurisdiction shall apply.

It shall be the responsibility of the successful Offeror to remain fully informed of all existing and future federal, state, municipal and local statutes, regulations, standards, codes and ordinances applicable to the services to be performed under this Contract.

The ultimate responsibility of the Offeror is to provide a facility that is uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the City and the Offeror.

The successful Offeror shall accept responsibility for the building in "as is" condition and, where needed, must bring the cleanliness level of the building up to the specification standards and then continually maintain the building according to the specifications.

### **SUPERVISION BY OFFEROR**

The Offeror shall provide competent and adequate supervision as necessary to satisfy the requirements and specifications of the Contract. The supervisor shall cooperate fully with the representatives of the

## **SPECIFICATIONS (continued)**

City and shall be available for inspection of the buildings at times other than during working hours when requested.

Offerors shall exercise all supervisory control and general control over all day-to-day operations of their employees, including control over all workers' duties. The Offeror's working supervisor shall be responsible for ensuring that all of the Offeror's employees adhere to the procedures, terms, and conditions set forth in this Contract.

The Offeror shall be solely responsible for the means, methods, techniques, sequences, safety program and procedures used to perform the required services. The Offeror shall personally supervise and direct all services or shall employ and maintain at each work site, a qualified and experienced supervisor or crew leader to supervise and direct all work and who shall have full authority to act on behalf of the Offeror and all communications given to the supervisor/crew leader by an authorized City representative shall be as binding as if given to the Offeror.

The supervisor/crew leader shall assure that an acceptable condition of cleanliness is maintained at all times and shall monitor the conduct of all Offeror personnel. The supervisor shall ensure that all Offeror personnel are informed of the following requirements and ensure these requirements are adhered to at all times:

1. NO alcohol or drug use will be permitted on City premises at any time.
2. Smoking is not allowed in City buildings. Smoking will be permitted in designated smoking areas on the outside of buildings/properties only.
3. Only scheduled Offeror personnel assigned to clean the specified buildings/offices will be allowed in the buildings during the cleaning process. Offeror personnel shall not bring family, friends, acquaintances or visitors into City buildings at any time.
4. Offeror personnel shall not enter into any area that is not covered under these specifications.
5. No cleaning materials, supplies, equipment, drinks, food, etc. shall be placed on top of computer equipment.
6. Papers on top of desks, file cabinets, tables, etc. are not to be disturbed nor are desk drawers/file cabinet drawers, cabinets, etc. to be opened by any Offeror personnel.
7. No City equipment including, but not limited to, computer equipment, typewriters, copy machines, fax machines, radios, appliances, etc. shall be used by Offeror personnel. Telephones may be used only in the case of bona fide emergencies.
8. Offeror personnel shall not remove, eat or drink food/beverages from City refrigerators, cabinets, lockers, desks, etc. Purchasing of food/beverages from City vending machines will be allowed.
9. It is the sole responsibility of the Offeror to determine total staff-hour requirements to fulfill this Contract.

10. Use of personal cell phones while conducting the services of this Contract is strictly prohibited.

### **BUILDING SECURITY**

The successful Offeror shall be responsible for ensuring that all Offeror personnel understand the importance of maintaining the security of all City buildings at all times while services are being performed.

The management staff of each facility will determine whether or not keys are to be provided to access the building. When keys are provided, keys must be accounted for at all times. Lost keys shall be reported to the City Buyer immediately upon discovery and under no circumstances shall duplicate keys be made by anyone other than City staff. In the event of Contract termination or completion of the Contract, all monies due to the Offeror shall be withheld until the Offeror has returned all keys issued by the City. If the Offeror is unable to produce any key issued by the City, the Offeror shall assume full financial responsibility for changing the affected lock and providing new keys for the new lock. If a lost key accesses multiple locks, all affected locks are subject to being changed at the expense of the Offeror.

Offeror/Offeror employee shall notify the City's Buyer and/or the Building Administrator of any irregularities noted during the performance of services, including, but not limited to, doors left unlocked, lights not working, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism, and/or damage to the facility or its contents. For any facility emergencies observed after-hours that do NOT require First Responders (Police, Fire, EMS) the Offeror is to call and advise the emergency to the Director of Capital Projects, Jay Hood, at (843) 655-1854.

Offeror personnel shall double check all outside doors to ensure that doors are locked and secure upon exiting the premises.

### **SERVICE CALL TELEPHONE NUMBER**

The successful Offeror must maintain, at all times during the term of the Contract, a service call telephone number that can be reached for call back service due to unsatisfactory performance and requests for emergency/non-emergency services to be performed that are not covered under the Contract, i.e. water extraction caused by leaking roofs/windows, etc. Costs to perform emergency/non-emergency services not covered under the contract shall be negotiated between the City and Offeror at the time the services are requested.

Upon award of the contract, it shall be the responsibility of the successful Offeror to provide the service call number to each City building representative and the Offeror shall also be responsible for notifying each building representative any time the service call number is changed, out of order, temporarily disconnected, etc.

### **CUSTODIAL SERVICE PERFORMANCE**

Periodic and special cleaning shall be performed between the cleaning hours or at other times permitted by the City. In all cases, the Offeror shall work at the convenience of the occupants.

## **SPECIFICATIONS (continued)**

Prior arrangements shall be made with the City to perform duties outside of prescribed hours. Services shall be performed only at the City's convenience.

### **SUPPLIES**

The Offeror shall furnish all supplies necessary for the work required under this Contract. Supplies necessary include, but are not limited to:

1. Toilet paper: shall be consumer waste content, double-ply and must fit existing dispensers
2. Paper towels: shall be of consumer waste content and must fit existing dispensers.
3. EPA-approved germicidal detergents only.
4. Window cleaner, dust spray, carpet and hard floor (hardwood, tile, etc.) cleaning solutions.
5. Trash bags for all sizes of trash receptacles within a facility.
6. Personal Protection Equipment (PPE) required to perform bio-hazard cleanup. Equipment includes but is not limited to: safety glasses, gloves, facemasks, bio-hazard bags, etc.
7. Cleaning equipment such as brooms, mops, dusters, toilet brushes, vacuums, etc.
8. Liquid (not bar) hand soaps if the facility does not provide their own. If dispensers are present, the hand soap replacements must work with existing dispensers.

The Offeror shall supply and maintain all paper goods, cleaners, soaps, etc., and compatible with existing dispensers, in the facility(s) bathrooms, canteens, kitchens, coffee stations, etc. or equivalent substitutions approved by the City Buyer and/or building/office representative.

If, at any time, supplies run out during operation hours and the City has to purchase those supplies, the amount will be deducted from the Offeror's invoice.

### **WORKFORCE REQUIREMENTS**

Offeror shall employ personnel capable of fulfilling the requirements of this Contract. Offeror shall ensure that Offeror personnel assigned to the facility(s) are fully trained and skilled in safe and proper facility techniques. Offeror shall maintain a fully qualified work force, and shall make available throughout the term of the Contract a sufficient number of employees to perform all required services.

Access to the facility(s) shall be as directed by the City Buyer or his/her representative. Access to designated restricted areas is forbidden to Offeror's employees. Restricted areas shall be designated by the authorized City representative.

Offeror personnel shall ensure that all doors remain locked and that **no doors are propped open at any time**. This especially includes interior doors that lock to the general public.

## **SPECIFICATIONS (continued)**

Offeror personnel shall not allow anyone into the building when doors are locked. City employees may let themselves into the building with their own credentials/keys.

Offeror personnel shall not allow family members, friends, etc. on the grounds, including parking lots of the Facility(s), other than to drop off or pick up an employee.

Offeror personnel performing services under this Contract shall document work hours on a timesheet/sign-in/out log provided at the facility(s). Each entry shall include the employee's name, signature, and work times. Offeror shall maintain records for work described in this Contract. The City may request, at no expense, a copy of service records at any time.

Offeror shall maintain a list of all employees assigned and approved to perform work at the facility(s). This list shall provide the full name of the employee and their assigned area of responsibility under this Contract; this list shall be provided to the Buyer no less than five (5) days prior to the commencement of work under this Contract. A copy of a driver's license or work permit as well as a South Carolina Law Enforcement Division (SLED) background report shall be supplied for each employee listed.

All work under this Contract shall be performed in a skillful and workmanlike manner. The Offeror and its employees shall be professional and courteous at all times. The City reserves the right to require immediate dismissal of any Offeror employee from City service of whom the City, at its sole discretion, deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Offeror agrees to this condition by accepting this Contract.

Services rendered under this Contract are subject to City inspection, both during and after completion of the tasks. Any inspection by the City does not relieve the Offeror of any responsibility in meeting the Contract requirements.

The City shall apply surveillance methods to determine Offeror compliance with Contract requirements. These include, but are not limited to, 100% inspection, random sampling, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions may be taken for all observed defects.

**Offeror's failure to perform** under the terms and frequencies specified herein, may result in a reduction in the monthly payment due the Offeror or termination of the Contract. The City shall provide a written Cure Notice and grant five (5) calendar days for the Offeror to remedy the dissatisfaction. If the issue is not resolved to the City's satisfaction after the five (5) day period, the City may hold payment and/or may terminate the Contract.

The City shall be the sole judge of quality and required frequency of the services provided. The facility shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning is at any time considered to be unacceptable to the City, the Offeror shall be required to increase the staff or take whatever measures are required to fulfill the Contract requirements.

## **SPECIFICATIONS (continued)**

The City reserves the right to suspend custodial services for areas that are not occupied or only partially occupied. The City shall provide a minimum of one (1) week notice of any suspended service, and the service cost shall be prorated as agreed upon by the City and the Offeror.

### **ACCESS TO FACILITY**

Access to City facilities shall be in accordance with instructions and keys/access cards issued or provided by the City. Access may include special instructions about security systems installed at the facility(s). The Offeror shall take all reasonable precautions to ensure that security of the facility(s) and its internal equipment, furnishings and other items are maintained at all times. The Offeror shall be responsible for the series of keys and access cards assigned to it, and shall assign these keys/access cards to its personnel for use in maintaining the facility(s). The Offeror shall be responsible for the proper use and safe keeping of all keys/access cards issued by the City to the Offeror. When leaving the facility(s), the Offeror personnel shall ensure that all external windows and doors are closed and secured.

The Offeror shall be responsible for any lost keys/access cards and any inherent damages (i.e., re-keying of whole Facility). This cost shall be withheld from payment(s). The decision to re-key the whole Facility is solely that of the City.

### **BACKGROUND CHECKS**

Due to the nature of the facilities and the sensitive material within, all Offeror personnel must be fingerprinted and have a SLED background check completed **prior** to be admitted into Law Enforcement buildings. These background checks are completed solely by SLED and the City has no control over the amount of time the background checks are conducted and received.

As well as having background checks completed, each employee of the Offeror assigned to perform the services of this Contract must get fingerprinted and complete a sensitive material training class provided by the Myrtle Beach Police Department.

The Offeror shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and City policies are updated periodically, and the Offeror shall comply with those current as of the time the Procurement Office executes the Contract, adds Covered Personnel, renews the Contract, or reaches the anniversary date of commencement of a multi-year agreement. Upon request, the City will furnish the Offerors with information on updates and any changes in City policy or procedure. The current City procedure requires the Offeror to conduct the following checks:

- (1) Verify the identity of all individuals subject to criminal and background checks by viewing a current government issued photo I.D.;
- (2) Conduct Criminal History, Background, and Driver's Record Check for the past ten (10) years on all prime employees. The Background/Criminal History check must come from SLED;
- (3) The Offeror shall be required to immediately notify the Procurement Office of any information about all covered personnel that would have been revealed by the checks of any complaints, charges and/or any convictions or arrests. The required checks must be performed and dated



prior to this RFP deadline and if applicable, prior to each renewal period. **If not submitted, the City has the right to terminate the contract for default.**

- (4) The Offeror warrants they are supplying employees who have passed a background/criminal history check(s) and shall only assign employees who have passed a criminal background check to perform work under this contract.
- (5) The Offeror agrees to defend, indemnify and hold harmless any employee working for the City for any claims, suits or proceedings alleging a breach of this warranty and the Offeror shall be fully responsible for complying with this provision of the Contract.
- (6) The background checks must demonstrate the worker has no convictions or pending criminal charges prior to 30 days of Contract performance start date that would render the worker unsuitable for regular contact with City.
- (7) Disqualifying convictions or charges include, but are not limited to: sexual offenses, violent offenses, and drug offenses.
- (8) The Offeror warrants that the Offeror shall obtain and maintain all required criminal history and background checks on all current employees working under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work.
- (9) The Offeror warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any law enforcement entity or Federal, State, County or City municipalities.
- (10) If the City Procurement Office determines that any breach of this Contract by the Offeror endangers the life, health, or safety of any person, or if theft is involved, the Procurement Office shall terminate this Contract by orally notifying the Offeror of the termination, followed by the mailing of written notification thereof within three (3) business days. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
- (11) In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Contract and the Offeror chooses to retain such employee or volunteer, that decision shall be considered a material breach of this Contract.
- (12) The Offeror will be responsible for payment of all fees required to be paid for conducting any Criminal History and Background Checks.

The Offeror certifies that employees will be instructed to be professional and courteous in all of their dealings with the City employees, as well as any other customers, Offerors, or individuals with whom the Offeror comes in contact as a result of this Contract or in the course of providing goods or services hereunder. If the City, in its sole discretion, reasonably believes that a Contract employee or agent to this Contract has engaged in conduct inconsistent with the requirements of this Contract, then the City may so notify the Offeror to promptly reassign said employee or agent.

If the City's Procurement Office becomes dissatisfied with the work performance of or the working relationship with those individuals assigned to provide any of the services pursuant to this Contract, the

## **SPECIFICATIONS (continued)**

Procurement Office may request in writing the replacement of any or all such individuals, and the Offeror shall grant such request.

### **SAFETY DATA SHEETS (SDS)**

All Offeror owned cleaning products must be appropriately labeled and it shall be the responsibility of the successful Offeror to acquire and maintain up-to-date Safety Data Sheets (SDS) for all Offeror owned products used on City premises while performing the services required under this Contract. The City shall be provided copies of any or all SDS for products used by the Offeror on City premises. Requested SDS shall be provided at no charge to the City. The City reserves the right to reject any product(s) it feels could be harmful to persons, property, or animals.

### **HAZARDOUS MATERIALS**

The successful Offeror shall be responsible for ensuring that any materials/supplies required during the term of this contract that are considered hazardous are properly handled, packaged, labeled, marked, shipped/disposed of in accordance with all applicable federal, state, municipal and local statutes, regulations, standards, codes and ordinances then in effect including, but not limited to, the provisions of the Hazardous Materials Transportation Act.

### **BLANKET FIDUCIARY BOND**

Upon award of the contract, the successful Offeror must obtain a Blanket Fiduciary Bond (Crime Coverage). Bond payment shall be the responsibility of the Offeror and proof of bond coverage shall be submitted to the City within five (5) working days after award of the contract.

Should theft of City property be reported during the term of this contract in which a Offeror employee involvement is suspected, the Offeror employee(s) may be required to take a polygraph test at the expense of the Offeror unless the test results are in the favor of the Offeror employee(s), in which case, the City shall be responsible for payment of the test(s).

### **EXCLUSIVITY**

This contract shall be for the services specified, however, this agreement should not be considered exclusive. The City reserves the right to also obtain these services from other Offerors when deemed necessary and determined to be in the best interest of the City to do so.

### **CHANGES IN SERVICE**

The City shall have the right to order additions to, omissions from, or corrections, alterations and modifications to this contract. Changes involving an increase or decrease in the cost of the work, time permitted for the work, or inconsistencies with the RFP specifications shall be authorized when mutually agreed upon by the City and the Offeror. Such alterations shall in no way affect, vitiate, or make void this agreement or any part thereof, except that which is necessarily affected by such alterations. In any case of neglect or refusal by the Offeror to perform any extra work which may be authorized by the City or to make satisfactory progress in the execution of the same, the City may employ any person or persons to perform such work and the Offeror shall in no way interfere with the person or persons so employed.

## **SPECIFICATIONS (continued)**

### **PAYMENTS OF FINES AND PENALTIES**

The Offeror shall pay all fines or penalties assessed to the City by any law organization or entity having jurisdiction for the Offeror's violations of applicable statutes, regulations, standards, codes, ordinances and/or orders arising in connection with the Offeror's performance of services under this contract.

### **PROPOSAL PRICES**

Proposal prices shall be the monthly costs to perform the listed services for each building/department. Proposal prices must include, but are not limited to, the cost of all materials, supplies (to include all cleaning supplies and paper products), equipment, labor, supervision and transportation required to perform the services for each facility unless specified otherwise.

### **INVOICING**

Services performed for each building/department must be invoiced separately and invoices shall be submitted for payment upon satisfactory completion of each monthly service. No invoices shall be submitted prior to services being performed.

All invoices shall include the Service Agreement number, name of the buildings/departments to which the invoice applies, and dates of service to which invoice applies.

Invoices shall be submitted to: City of Myrtle Beach  
Finance Department – Accounts Payable  
PO Box 2468  
Myrtle Beach, SC 29578-2468

## OFFERORS' MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. **All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be just cause for a proposal to be deemed non-responsive and rejected.**

The following criteria shall be met in order to be eligible for award of this Contract:

- Offerors shall demonstrate that they have been in business providing similar services for at least the past three (3) years.
- Offerors shall provide a minimum of three (3) comparable references of current or past (with amicable discharge) work being performed, preferably for other public sector facilities and/or facilities with highly sensitive material. These references shall be for work performed for comparable facilities with similar cleaning requirements. This list shall include the company name, contact name, address, email address, phone number, facility size, tenure dates, and the nature of the work performed. Offerors hereby release listed references from all claims and liability for damages that may result from the information provided by the reference.
- Offerors shall complete and submit the Bidder Questionnaire attached to this RFP.
- SLED background Citizen's Access to Criminal History (CATCH) reports of ALL employees regardless of their assignment to this Contract.
- Safety Data Sheets of cleaning solutions and supplies.
- Number of personnel currently employed.

## **SPECIFICATIONS (continued)**

### **Ted C. Collins Law Enforcement Center – Police Side**

Excluding: Property & Evidence, Property Room, Dispatch, Garage, Mechanical Rooms

Administrative offices shall be cleaned Monday through Friday beginning at 8:00a.m, excluding City holidays. The Detention Center shall be cleaned seven (7) days per week starting in the jail area at 6:00a.m. each day.

The Law Enforcement Center typically has about seventy-five (75) staff members per day on Mondays through Fridays and about forty (40) staff members per day on Saturdays and Sundays. Inmate population within the jail averages about twenty (20) individuals per day but varies throughout the year (tourist season has higher numbers).

#### **DAILY SERVICES:**

- Dry mop all hard floors.
- Vacuum all carpets and mats.
- Wet mop all hard floors with a mop and bucket containing disinfecting cleaning solution. A Swiffer type mop shall not be accepted.
- Empty all trash receptacles and re-line with new trash bags and maintain cleanliness of receptacles.
- Replenish all paper and soap (non-foaming) products in the restrooms and kitchens as needed. All paper products must be placed inside the appropriate holders.
- Dust all surfaces (excluding computers) in offices, lobbies, work bays, elevator, stairwells, training, and conference rooms.
- Clean interior and exterior facing doors and glass doors to be free from fingerprints.
- Remove all cobwebs.
- Disinfect all water fountains.
- Restrooms: Interior and Exterior: Clean and disinfect all toilets, sinks, counters, urinals, urinal partitions, locker rooms, showers, walls, stall partition walls and mirrors.
- Kitchens and Breakrooms: Clean and disinfect appliance surfaces, counters and sinks. Clean inside and outside of all microwaves. Wipe cabinet fronts to remove fingerprints and food spatter.
- Some offices will need to be requested to be opened by building staff in order to service.
- Blow/sweep out debris from building entrances and alcoves.
- All trash is to be disposed of in the designated dumpster at each building. No trash shall be disposed of in recycling containers. Areas surrounding dumpster up to ten (10) feet must be kept neat.
- Respond to emergency janitorial services.
- All janitorial carts, supplies, mops, vacuums must be kept in supply closet when not in use and not in hallways as stated in the City of Myrtle Beach fire codes.

#### **QUARTERLY:**

- Vacuum all HVAC supply and return vents within eight feet from the floor.
- Clean and wipe free of all bugs from ceiling light fixtures.

### **Detention Jail/Juvenile Jail/Booking Area**

- Janitorial services in the detention/jail/booking area shall be performed seven (7) days per week starting at 6:00 AM. **The Offeror personnel may be subject to search prior to entering the detention jail/booking areas.**
- The booking area, entryways, hallways and stairwells are to be cleaned. All cells will be empty in order to be serviced.
- Clean and sanitize the emergency sink within the jail area.
- Wipe and disinfect mattresses on both sides, beds, walls and doors in jail cells.
- Wipe and disinfect the “emergency” sinks within the jail area and fingerprint room.
- Wipe and disinfect toilets/sinks in cells and employee restrooms.
- Juvenile jail (upstairs) to be cleaned once per week. There are five (5) toilets/sinks, one (1) employee restroom. Spot-check and spot-clean all floors. Clean the two (2) stairwells on both sides of building.

## **SPECIFICATIONS (continued)**

### **Victims Advocate Offices**

Custodial services at the Victims Advocate Office shall be performed Monday through Friday. Times of services shall be agreed upon by the Victims Advocate representatives and the Offeror. The Victims Advocate Offices are occupied seven (7) days per week. The average amount of visitors per week are zero to three (0-3). The average staff per day is six (6). The office is open Monday through Friday with limited staff on weekends.

#### **WORK PLAN**

##### **Monday through Friday**

- Sweep all hard floors within the department.
- Vacuum all carpets once per week.
- Mop all hard floors once per week free of streaks, stains, and other unsightly appearances.
- Empty all trash receptacles and re-line with new trash bags.
- Replenish all toilet paper in the restrooms as needed.
- Replenish all paper towels in restrooms and kitchen area as needed.
- Clean mirrors and walls in all restrooms (two [2] restrooms).
- Clean and disinfect all toilets and all sinks within the department.
- Replenish all hand soaps in all restrooms as needed.
- Wipe and sanitize counters/surfaces in restrooms, offices, lobby, and kitchen areas.
- Wipe and sanitize appliance surfaces in the kitchen area.
- Clean the inside of all microwaves in the kitchen area.
- Dust all surfaces (excluding computer equipment) and vents throughout the area and in each office.
- Clean and maintain cleanliness of all trash receptacles.
- Clean and sanitize all water fountains.

## **SPECIFICATIONS (continued)**

### **Municipal Court/Clerk of Court**

Custodial services at the Municipal Court and Clerk of Court offices shall be performed five (5) days per week, Monday through Friday. The time of these services shall be agreed upon by the Clerk of Court representative and the Offeror. Bench Court Sessions take place in the large courtroom on Mondays and Wednesdays at 10:00a.m. and on Tuesdays and Thursdays at 5:00p.m. Bond Court Sessions take place in the small courtroom Monday through Friday at 9:00a.m. and 4:00p.m. and on Saturdays and Sundays at 9:00a.m. and 2:00p.m. Jury Trial Sessions typically take place in the large courtroom six (6) weeks annually. The remaining schedule for 2022 is the week of August 29<sup>th</sup>, week of October 31<sup>st</sup>, week of December 5<sup>th</sup> and begin at 10:00a.m. for jurors. Trial times for jury matters may vary depending what time is chosen by the attorney or prosecutor in the trial. The clerk office is open Monday through Friday from 8:00a.m. until 7:00p.m. and Saturdays and Sundays from 8:00a.m. until 5:00p.m. to the public. Court staff are present each weekday morning beginning at 5:00a.m. There are typically at least eighteen (18) staff members in the area Monday through Friday.

### **WORK PLAN**

#### **Daily Services**

- Vacuum the lobby of the large and small courtrooms.
- Empty all trash receptacles and re-line with new trash bags within the department.
- Clean and sanitize all restroom floors, walls, toilets, sinks, and mirrors (six [6] private, staff-use restrooms and two [2] public restrooms).
- Replenish toilet paper, paper towels, and hand soaps in all restrooms.
- Keep extra paper goods available to staff under the vanity cabinets.
- Clean and sanitize all appliance exteriors in the breakroom area.
- Clean and sanitize all surfaces and countertops in the kitchen/breakroom area.
- Clean and dust all surfaces in the department.
- Remove any cobwebs throughout the department as needed.
- Clean and maintain cleanliness of all trash receptacles.

#### **Mondays, Wednesdays, and Fridays**

- Vacuum the front office, yellow room (work bay), private hallway, and offices on Mondays, Wednesdays, and Fridays.
- Sweep and mop the lobby and breakroom on Mondays, Wednesdays, and Fridays.
- Clean fingerprints off of the glass of the main doors, lobby, and windows at the counter on Mondays, Wednesdays, and Fridays.

#### **Tuesdays and Thursdays**

- Vacuum the two (2) judges' chambers.

#### **Weekly Services**

- Vacuum the large courtroom and small courtroom once per week.

#### **Jury Trial Session Weeks**

- Vacuum the two (2) jury rooms and thoroughly clean the rooms and furniture on Fridays prior to jury trial sessions indicated on the dates above.



## **SPECIFICATIONS (continued)**

### **Waterfront Building**

Excluding Garage

Custodial services at the Waterfront Building shall be performed five (5) days per week, Monday through Friday, 8:00a.m. to 5:00p.m. This location is occupied seven (7) days per week and has about thirty (30) staff.

#### **DAILY SERVICES:**

- Dry mop all hard floors.
- Vacuum all carpets and mats.
- Wet mop all hard floors with a mop and bucket containing disinfecting cleaning solution. A Swiffer type mop is not accepted.
- Empty all trash receptacles and re-line with new trash bags and maintain cleanliness of receptacles.
- Replenish all paper and soap (non-foaming) products in the restrooms and kitchens as needed. All paper products must be placed inside the appropriate holders.
- Dust all surfaces (excluding computers) in offices and workbays.
- Clean interior and exterior facing doors and glass doors to be free from fingerprints.
- Remove all cobwebs.
- Disinfect all water fountains.
- Restrooms: Interior: Clean and disinfect all toilets, sinks, counters, urinals, urinal partitions, locker rooms, showers, walls, stall partition walls and mirrors.
- Kitchens and Breakrooms: Clean and disinfect appliance surfaces, counters and sinks. Clean inside and outside of all microwaves. Wipe cabinet fronts to remove fingerprints and food splatter.
- Some offices will need to be requested to be opened by building staff in order to service.
- Blow/sweep out debris from building entrances and alcoves.
- All trash is to be disposed of in the designated dumpster at each building. No trash shall be disposed of in recycling containers. Areas surrounding dumpster up to ten (10) feet must be kept neat.
- Respond to emergency janitorial services.
- All janitorial carts, supplies, mops, vacuums must be kept in supply closet when not in use and not in hallways as stated in the City of Myrtle Beach fire codes.

#### **QUARTERLY:**

- Vacuum all HVAC supply and return vents within eight feet from the floor.
- Clean and wipe free of all bugs from ceiling light fixtures within.

## **SPECIFICATIONS (continued)**

### **Substation #4 – Police Side Only**

Excluding Garage

Custodial services at Substation #4 shall be performed three (3) days per week, Mondays, Wednesdays, and Fridays, 8:00a.m. to 5:00p.m. This location is occupied seven (7) days per week/twenty-four (24) hours per day and has about fifteen (15) staff each day that drop in throughout the day. Cleaning services will be conducted on the Police side of the building only.

#### **DAILY SERVICES:**

- Dry mop all hard floors.
- Vacuum all carpets and mats.
- Wet mop all hard floors with a mop and bucket containing disinfecting cleaning solution. A Swiffer type mop is not accepted.
- Empty all trash receptacles and re-line with new trash bags and maintain cleanliness of receptacles.
- Replenish all paper and soap (non-foaming) products in the restrooms and kitchens as needed. All paper products must be placed inside the appropriate holders.
- Dust all surfaces (excluding computers) in offices and workbays.
- Clean interior and exterior facing doors and glass doors to be free from fingerprints.
- Remove all cobwebs.
- Disinfect all water fountains.
- Restrooms: Interior: Clean and disinfect all toilets, sinks, counters, urinals, urinal partitions, locker rooms, showers, walls, stall partition walls and mirrors.
- Kitchens and Breakrooms: Clean and disinfect appliance surfaces, counters and sinks. Clean inside and outside of all microwaves. Wipe cabinet fronts to remove fingerprints and food splatter.
- Some offices will need to be requested to be opened by building staff in order to service.
- Blow/sweep out debris from building entrances and alcoves.
- All trash is to be disposed of in the designated dumpster at each building. No trash shall be disposed of in recycling containers. Areas surrounding dumpster up to ten (10) feet must be kept neat.
- Respond to emergency janitorial services.
- All janitorial carts, supplies, mops, vacuums must be kept in supply closet when not in use and not in hallways as stated in the City of Myrtle Beach fire codes.

#### **QUARTERLY:**

- Vacuum all HVAC supply and return vents within eight feet from the floor.
- Clean and wipe free of all bugs from ceiling light fixtures within.

## **SPECIFICATIONS (continued)**

### **Warren S. Gall Training Center**

Excluding Kennels, Vault, Firing Range, Garages

Custodial services at the Warren S. Gall Training Center shall be performed five (5) days per week, Mondays through Friday between 8:00a.m. and 5:00p.m. This location is occupied seven (7) days per week and has about thirty (30) staff each day. Classes and training sessions are held within the facility with very infrequent numbers of students/trainees and may be single classes or multiple. During the training sessions, the City of Myrtle Beach will purchase extra paper goods to compensate for the amount of individuals hosted at the facility.

#### **DAILY SERVICES:**

- Dry mop all hard floors.
- Vacuum all carpets and mats.
- Wet mop all hard floors with a mop and bucket containing disinfecting cleaning solution. A Swiffer type mop is not accepted.
- Empty all trash receptacles and re-line with new trash bags and maintain cleanliness of receptacles.
- Replenish all paper and soap (non-foaming) products in the restrooms and kitchens as needed. All paper products must be placed inside the appropriate holders.
- Dust all surfaces (excluding computers) in offices and workbays.
- Clean interior and exterior facing doors and glass doors to be free from fingerprints.
- Remove all cobwebs.
- Disinfect all water fountains.
- Restrooms: Interior: Clean and disinfect all toilets, sinks, counters, urinals, urinal partitions, locker rooms, showers, walls, stall partition walls and mirrors.
- Kitchens and Breakrooms: Clean and disinfect appliance surfaces, counters and sinks. Clean inside and outside of all microwaves. Wipe cabinet fronts to remove fingerprints and food splatter.
- Some offices will need to be requested to be opened by building staff in order to service.
- Blow/sweep out debris from building entrances and alcoves.
- All trash is to be disposed of in the designated dumpster at each building. No trash shall be disposed of in recycling containers. Areas surrounding dumpster up to ten (10) feet must be kept neat.
- Respond to emergency janitorial services.
- All janitorial carts, supplies, mops, vacuums must be kept in supply closet when not in use and not in hallways as stated in the City of Myrtle Beach fire codes.

#### **QUARTERLY:**

- Vacuum all HVAC supply and return vents within eight feet from the floor.
- Clean and wipe free of all bugs from ceiling light fixtures within.

## **EVALUATION CRITERIA**

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and, at a minimum, contain the required information. Respondents are encouraged to include additional, relevant information.

### **Past Experience (20%)**

Proposals will be evaluated based upon the extent to which the proposal demonstrates how the offeror's past experience with similar or like services, including ability to perform large scale commercial cleaning services as well as performing services around highly sensitive material. Offerors must submit with their proposal at least three (3) references that include a contact name, address, email address, phone number, facility size, tenure dates, and the nature of the work performed. Statements from previous or current clients will be accepted and reviewed. Offerors must include in their proposals:

1. Demonstrate that they have been in business providing similar services for at least the past three (3) years.
2. Provide a minimum of three (3) comparable references of current or past (with amicable discharge) work performed, preferable for other public sector facilities and/or facilities with highly sensitive material. Include all requested information above.
3. Page 46 completed.

### **Staffing Levels (40%)**

Proposals will be evaluated heavily on the amount of staff with clear backgrounds that a Offeror possesses. Due to the nature of the facilities and this Contract, Offeror employees assigned to this Contract must have clear backgrounds, competency and experience in custodial services, and must be demonstratively reliable. Offerors must provide enough staff to perform and complete one hundred (100) percent of the specifications of this Contract. All offerors must submit with their proposal SLED background CATCH reports of all of their employees. **Failure to include the background reports shall result in a proposal being considered unresponsive and will be rejected.** Offerors must include in their proposals:

1. SLED CATCH reports of ALL employees regardless of their assignment to this Contract.
2. Number of personnel employed.
3. Page 45 completed.

### **Paper/Waste/Cleaning Supplies (10%)**

Proposals will be evaluated based on the type of products that will be used by the Offeror. Offerors shall use disinfectants which contain antimicrobial agents, surfactants, and builders to remove soil in addition to killing germs and viruses. Waste bags provided by the Offeror must be of material and strength for the intended use of the receptacle. Offerors must include in their proposals:

1. Safety Data Sheets of cleaning solutions and supplies.

### **Pricing (30%)**

The City will evaluate the pricing of services proposed and determine the best value based on offers received.

## **AWARD CRITERIA**

All responsive proposals will be reviewed by an evaluation team. The City of Myrtle Beach will award to the responsive and responsible Offeror whose offer will be most advantageous to the City; price and other factors will be considered. The following items in each proposal shall be used to evaluate offers:

- A. Past Experience and References
- B. Clear-Background Staffing Levels
- C. Proposed Supplies/Chemicals by Offeror
- D. Pricing of Services

The City will conduct a direct comparison of one proposal with another in order to determine which proposal best provides what the City needs, as identified in this solicitation. Proposals may exceed the requirements, but the City is not requesting or accepting alternate proposals. Each proposal must respond to the solicitation requirements. Award will be made to the Offeror with the highest rated point total whose proposal meets all requirements of this solicitation. The City reserves the right to consider other references and experiences of the Offeror as part of its evaluation process.

Exhibit 1 below shows the rubric that will be used to evaluate and compare all responsive proposals.

**Exhibit 1 – Evaluation Rubric**

Evaluator’s Name: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Offeror’s Name: \_\_\_\_\_

<b>Category</b>	<b>Maximum Score</b>	<b>Assigned Score</b>
<u>Past Experience</u>	20 Points Total	
<u>Staffing Levels</u>	40 Points Total	
<u>Supplies</u>	10 Points Total	
<u>Cost</u>	30 Points Total	
<b>Totals</b>	<b>100 Points</b>	

**Comments:**

# BIDDER QUESTIONNAIRE

## INSTRUCTIONS

A. All questions shall be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and shall be clearly labeled.

B. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein.

1. How long has your organization been in business? \_\_\_\_\_
2. Has your firm personally inspected the facilities, and has a complete plan for the performance of work? \_\_\_\_\_
3. Number of staff currently employed: \_\_\_\_\_
4. Has your firm ever failed to perform satisfactorily or defaulted on contracts awarded to you? If yes, please explain.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Name(s), telephone number(s), and email address(s) of contact(s) for emergency concerns.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

**REFERENCES**

Complete and provide all requested information for each reference. Additional references can be added on a separate sheet of paper that is clearly marked and included in proposals.

Reference 1:

Contact Name: \_\_\_\_\_

Physical address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facility Size (can be approximate): \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_

Nature of the Work:

\_\_\_\_\_  
\_\_\_\_\_

Reference 2:

Contact Name: \_\_\_\_\_

Physical address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facility Size (can be approximate): \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_

Nature of the Work:

\_\_\_\_\_  
\_\_\_\_\_

Reference 3:

Contact Name: \_\_\_\_\_

Physical address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facility Size (can be approximate): \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_

Nature of the Work:

\_\_\_\_\_  
\_\_\_\_\_



**Price Schedule – Ted C. Collins Law Enforcement Center**

In accordance with the project scope, plans, drawings and specifications in the contract, the Offeror shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work. Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, all contract special provisions, and terms and conditions.

Item #	Description	Qty.	Unit of Issue	Total Bid Price
1	Janitorial Services	1	MO	\$ _____
<p><b>Company Name:</b> _____</p> <p><b>Authorized Signature:</b> _____</p> <p><b>Email Address:</b> _____</p>				

Please note below a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for additional term(s):

- 2<sup>nd</sup> Year: \_\_\_\_\_% Applied to first year price(s)
- 3<sup>rd</sup> Year: \_\_\_\_\_% Applied to second year price(s)
- 4<sup>th</sup> Year: \_\_\_\_\_% Applied to third year price(s)
- 5<sup>th</sup> Year: \_\_\_\_\_% Applied to fourth year price(s)

**Price Schedule – Victims Advocate Office**

In accordance with the project scope, plans, drawings and specifications in the contract, the Offeror shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work. Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, all contract special provisions, and terms and conditions.

Item #	Description	Qty.	Unit of Issue	Total Bid Price
1	Janitorial Services	1	MO	\$ _____
<p><b>Company Name:</b> _____</p> <p><b>Authorized Signature:</b> _____</p> <p><b>Email Address:</b> _____</p>				

Please note below a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for additional term(s):

- 2<sup>nd</sup> Year: \_\_\_\_\_% Applied to first year price(s)
- 3<sup>rd</sup> Year: \_\_\_\_\_% Applied to second year price(s)
- 4<sup>th</sup> Year: \_\_\_\_\_% Applied to third year price(s)
- 5<sup>th</sup> Year: \_\_\_\_\_% Applied to fourth year price(s)

**Price Schedule – Municipal Court**

In accordance with the project scope, plans, drawings and specifications in the contract, the Offeror shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work. Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, all contract special provisions, and terms and conditions.

Item #	Description	Qty.	Unit of Issue	Total Bid Price
1	Janitorial Services	1	MO	\$ _____
<p><b>Company Name:</b> _____</p> <p><b>Authorized Signature:</b> _____</p> <p><b>Email Address:</b> _____</p>				

Please note below a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for additional term(s):

- 2<sup>nd</sup> Year: \_\_\_\_\_% Applied to first year price(s)
- 3<sup>rd</sup> Year: \_\_\_\_\_% Applied to second year price(s)
- 4<sup>th</sup> Year: \_\_\_\_\_% Applied to third year price(s)
- 5<sup>th</sup> Year: \_\_\_\_\_% Applied to fourth year price(s)

**Price Schedule – Waterfront Building**

In accordance with the project scope, plans, drawings and specifications in the contract, the Offeror shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work. Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, all contract special provisions, and terms and conditions.

<b>Item #</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit of Issue</b>	<b>Total Bid Price</b>
1	Janitorial Services	1	MO	\$ _____
<p><b>Company Name:</b> _____</p> <p><b>Authorized Signature:</b> _____</p> <p><b>Email Address:</b> _____</p>				

Please note below a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for additional term(s):

- 2<sup>nd</sup> Year: \_\_\_\_\_% Applied to first year price(s)
- 3<sup>rd</sup> Year: \_\_\_\_\_% Applied to second year price(s)
- 4<sup>th</sup> Year: \_\_\_\_\_% Applied to third year price(s)
- 5<sup>th</sup> Year: \_\_\_\_\_% Applied to fourth year price(s)

**Price Schedule – Substation #4**

In accordance with the project scope, plans, drawings and specifications in the contract, the Offeror shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work. Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, all contract special provisions, and terms and conditions.

Item #	Description	Qty.	Unit of Issue	Total Bid Price
1	Janitorial Services	1	MO	\$ _____
<p><b>Company Name:</b> _____</p> <p><b>Authorized Signature:</b> _____</p> <p><b>Email Address:</b> _____</p>				

Please note below a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for additional term(s):

- 2<sup>nd</sup> Year: \_\_\_\_\_% Applied to first year price(s)
- 3<sup>rd</sup> Year: \_\_\_\_\_% Applied to second year price(s)
- 4<sup>th</sup> Year: \_\_\_\_\_% Applied to third year price(s)
- 5<sup>th</sup> Year: \_\_\_\_\_% Applied to fourth year price(s)

**Price Schedule – Warren S. Gall Training Center**

In accordance with the project scope, plans, drawings and specifications in the contract, the Offeror shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work. Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees.

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer’s specifications and recommendations, all contract special provisions, and terms and conditions.

<b>Item #</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit of Issue</b>	<b>Total Bid Price</b>
1	Janitorial Services	1	MO	\$ _____
<p><b>Company Name:</b> _____</p> <p><b>Authorized Signature:</b> _____</p> <p><b>Email Address:</b> _____</p>				

Please note below a not-to-exceed percentage of price increase to be considered, if needed, should the contract be renewed for additional term(s):

- 2<sup>nd</sup> Year: \_\_\_\_\_% Applied to first year price(s)
- 3<sup>rd</sup> Year: \_\_\_\_\_% Applied to second year price(s)
- 4<sup>th</sup> Year: \_\_\_\_\_% Applied to third year price(s)
- 5<sup>th</sup> Year: \_\_\_\_\_% Applied to fourth year price(s)

**City of Myrtle Beach  
INSURANCE REQUIREMENTS**

**PUBLIC LIABILITY AND PROPERTY DAMAGE**

The Contractor shall purchase and thereafter maintain for the term of this agreement, and any subsequent extensions hereto, public liability insurance to protect Contractor from claims for bodily injury and/or property damage which may result from Contractor's performance of this agreement. The policy shall provide a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage with an aggregated limit of not less than \$1,000,000.

**AUTOMOBILE LIABILITY**

The Contractor shall purchase and thereafter maintain for the term of this agreement and any subsequent extensions hereto, comprehensive automobile liability insurance to protect the Contractor from claims for bodily injury and property damage which may arise from Contractor's use of motor vehicles in the performance of this agreement. The policy shall provide for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

**WORKERS' COMPENSATION INSURANCE**

Prior to beginning the work, the Contractor shall take out full compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement, coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must provide Employers Liability coverage in the amount of \$500,000 each accident; \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term and any subsequent extensions hereto.

**EXCESS LIABILITY POLICY**

At the option of the Contractor, the limits of the primary general liability, automobile liability and employer's liability policies may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the City and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

**POLICY ENDORSEMENTS**

The following requirements shall apply to the policy(s) indicated below:

**A. General Liability and Automobile Liability**

It is understood and agreed that the City of Myrtle Beach, its officials, agents and employees are recognized as additional insured under the policy and, as such, will be provided thirty (30) days written notice by mail of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and the company hereby agrees to provide such notice. Failure of the company to provide the required notice shall cause the coverage to continue in force for the benefit of the City, its officials, agents and employees until proper notification, as required herein, is provided, the provisions of the policy or any Certificate of Insurance to the contrary notwithstanding.

**B. Workers' Compensation**

The cancellation provision is hereby amended to provide that the City of Myrtle Beach will be provided thirty (30) days written notice via mail in the event of coverage cancellation.

## **INSURANCE REQUIREMENTS continued**

### **NOTIFICATION OF INSURANCE COMPANIES**

It is the responsibility of the Contractor to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the City of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this agreement or of any other acts by the City or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

### **CERTIFICATES OF INSURANCE**

Contractor shall file with the City a Certificate of Insurance, which shall be approved by the City prior to the inception of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date.

### **INSURER LICENSING AND RATING**

All insurance companies providing coverage to the City, shall be licensed to do business in the State and have an A.M. Best rating of "A-" or better.

### **INSURANCE COVERAGE ADJUSTMENTS**

In response to changing circumstance of loss exposures, the City reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this contract. The City will provide written notice to the Contractor, which outlines such changes and allow Contractor a reasonable period of time in which to comply with the new requirements. However, in no event shall Contractor compliance period be longer than thirty (30) days.

### **COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE**

If at any time any of the foregoing policies shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy and submit the same for approval to the City. Upon failure of the Contractor to furnish, deliver and maintain the insurance coverage's required herein, this agreement, at the sole discretion of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

### **HOLD HARMLESS**

Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses and liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this agreement, and/or the performance hereof, that are due to the negligence of the Contractor, its officers, employees or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.



## INSURANCE REQUIREMENTS continued

### SAMPLE

<i>CERTIFICATE OF INSURANCE</i>					CERTIFICATE NUMBER	
<b>PRODUCER</b> Insurance Agent Name 4000 Insurance Pkwy Anytown, USA 99999			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
<i>COMPANIES AFFORDING COVERAGE</i>						
<b>INSURED</b> Bidding Firm's Name 1000 Any Street Anytown, USA 99999			<b>COMPANY A      ABC INSURANCE COMPANY</b> COMPANY B COMPANY C COMPANY D			
<i>COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW</i>						
This is to certify that policies of insurance described herein have been issued to the insured named herein for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Aggregate limits shown may have been reduced by paid claims.						
CO LTR	<i>TYPE OF INSURANCE</i>	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<i>General Liability</i> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & Contractor's Prot	XYZ1234	00/00/00	00/00/00	General Aggregate Products-Comp/Op Agg Personal & Adv Injury Each Occurrence Fire Damage (any 1 fire)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000
A	<i>Automobile Liability</i> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	XYZ1234	00/00/00	00/00/00	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	\$ 1,000,000 \$ \$ \$
	<i>Garage Liability</i> <input type="checkbox"/> Any Auto		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	<i>Excess Liability</i> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	<i>Workers Compensation</i> (and Employer's Liability) The Proprietor/Partners Executive Officers Are: <input checked="" type="checkbox"/> Inc <input type="checkbox"/> Excl	XYZ1234	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other EL Each Accident EL Disease-Policy Ltd EL Disease-Ea Employee	\$ 500,000 \$ 500,000 \$ 500,000
	<i>Other</i>					
<b>Description of Operations/Locations/Vehicles/Special Items:</b> City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
City of Myrtle Beach Attn: Purchasing Division Drawer 2468 Myrtle Beach, SC 29578-2468				Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail <b>30</b> days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.		
<i>INSURANCE AGENT SIGNATURE</i>						

**ADDITIONAL TERMS AND CONDITIONS**

1. Include with your proposal at least three (3) references of similar products/services provided by your company. Telephone number and person to contact must be included for proposal consideration.

1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List any exceptions to specifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL AND SIGNATURE DOCUMENT**

**Proposal Number: 23-R0001**

The undersigned, as Offeror, declare that we have examined all proposal documents contained herein and will contract, thereon, with the City of Myrtle Beach (hereinafter referred to as the “City”) and do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the proposal documents. (If no addenda have been received, please place a zero in the space provided.)

In addition, we propose to furnish the following services in strict conformance to the proposal specifications and proposal invitation issued by the City of Myrtle Beach for this proposal. Any exceptions are clearly noted as required.

We understand that any false statement made to meet any requirements may result in contract cancellation or initiation of action under federal or state laws, or both.

---

**Offeror – Company Name**

---

**Mailing Address**

---

**Remittance Address (if different from mailing address)**

---

**Telephone Number**

**Fax Number**

---

**E-mail**

---

**Authorized Signature**

**Date**

Addenda Numbers Received: \_\_\_\_\_

Printed Name: \_\_\_\_\_

City Business License Number: \_\_\_\_\_

South Carolina Sales Tax Registration Number: \_\_\_\_\_

If no SC Sales Tax Number, please give reason: \_\_\_\_\_

Federal Tax ID Number (FEIN): \_\_\_\_\_



First in Service

# CITY OF MYRTLE BEACH LOCAL VENDOR PREFERENCE TO QUALIFY FOR LOCAL PREFERENCE FORM MUST BE SUBMITTED WITH BID

APPLICATION OF ELIGIBILITY TO QUALIFY FOR LOCAL VENDOR PREFERENCE WITHIN THE DEFINED BOUNDARIES: MYRTLE BEACH CITY LIMITS, HORRY COUNTY, NESA AREA (NESA area is comprised of Horry, Georgetown, Williamsburg, Florence, Marion, Darlington, Dillon, Chesterfield, and Marlboro Counties).

City of Myrtle Beach Business License: (To qualify for Local Vendor Preference vendor must have had a City of Myrtle Beach Business License a minimum of ninety (90) days prior to the request for bid/ proposal being made public)

City of MB Business License Number: \_\_\_\_\_ Date issued: \_\_\_\_\_  
**\*NOT Horry County License Number**

*Complete all areas below. Incomplete forms may be rejected.*

1. LEGAL NAME OF BUSINESS: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_

(To qualify vendor must have maintained a physical address and office as a principal place of business within the defined boundaries of the category sought for at least one (1) year, and during that time have had a majority of full-time employees, chief officers and managers regularly conducting work and business from this office.)

2. Year business was established in the City of Myrtle Beach / Horry County / NESA area:

Year: \_\_\_\_\_ County: \_\_\_\_\_  
(Name of County)

\*\*\*\*\*

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall be prohibited from bidding on City of Myrtle Beach products and services for a period of one (1) year.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**LOCAL VENDOR PREFERENCE continued**

<b>Bid Amount</b>	<b>Within City Limits</b>	<b>Within Horry County</b>	<b>Within NESAs Area</b>
From \$7,500.01 to \$25,000.00	5% of Bid	4% of Bid	3% of Bid
\$25,000.01 and up	\$500.00 plus 4% of amount above \$25,000.00 with the maximum being \$2,000.00 including the \$500.00	\$400.00 plus 3% of amount above \$25,000.00 with the maximum being \$1,800.00 including the \$400.00	\$300.00 plus 2% of amount above \$25,000.00 with the maximum being \$1,600.00 including the \$300.00

If company/individual performs services on City property a Certificate of Insurance **must be** provided prior to commencement of work meeting requirements of the City.

**The vendor must submit this copy of the Local Vendor Preference Certificate with their proposal.**

An eligible business shall maintain such status throughout the term of any contract with the City. Failure to maintain such status or to keep current on all fees and taxes owed the City shall be grounds to terminate the contract.