

CITY OF BEAUFORT, SC

REQUEST FOR PROPOSAL

RFP NO. 2015-104



CITY OF BEAUFORT

JANITORIAL SERVICES

DUE: DECEMBER 23, 2014 by 2:00 PM

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**REQUEST FOR PROPOSAL  
JANITORIAL SERVICES  
RFP NO. 2015-104**

**Part I**

**GENERAL INFORMATION**

**SEALED PROPOSALS** will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **2:00 P.M. ET Tuesday, December 23, 2014**. All qualified vendors are invited to submit proposals to the City of Beaufort for the following:

**SUBMIT:** One (1) unbound original and four (4) bound copies of all requested documentation must be received on or before **2:00 P.M. ET December 23, 2014**.

**ADDRESS TO:** City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Thomas East

**MAILING ADDRESS:** 1911 Boundary St., Beaufort, South Carolina 29902

**OFFICE ADDRESS:** 1911 Boundary St., Beaufort, South Carolina 29902

**EMAIL ADDRESS:** [teast@cityofbeaufort.org](mailto:teast@cityofbeaufort.org)

**PHONE NUMBER:** 843-525-7071

**FAX NUMBER:** 843-986-5606

**MARK OUTSIDE ENVELOPE:** "RFP NO. 2015-104 – Janitorial Services"

**A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT 10:00 A.M. ET ON DECEMBER 9, 2014, IN THE PLANNING CONFERENCE ROOM OF CITY HALL, LOCATED AT 1911 BOUNDARY STREET, BEAUFORT, SC 29902. ALL POTENTIAL OFFERORS ARE REQUIRED TO ATTEND. LOCAL, SMALL, AND MINORITY-OWNED BUSINESSES ARE STRONGLY ENCOURAGED TO PARTICIPATE IN THIS SOLICITATION.**

**DEADLINE ENFORCED**

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

### **Public Bid Opening**

Bid Opening: A Public Bid Opening will be held at 2:01 P.M. ET on December 23, 2014 in the Planning Conference Room of City Hall.

### **Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

This Request for Proposal is being issued by the City of Beaufort. Direct all questions or request for clarification of this RFP by email, mail, or fax contact information listed above.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal may be accessed on the City of Beaufort website under Quick Links – “Bid Opportunities” at [www.cityofbeaufort.org](http://www.cityofbeaufort.org).

All Offerors should consult this website for updates before submitting bids.

**THE DEADLINE FOR QUESTIONS IS: 4:00 P.M., DECEMBER 12, 2014. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 5:00 PM ON DECEMBER 16, 2014.**

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The City of Beaufort reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meets the needs of the City of Beaufort and its employees.

### **Current E-Mail Address Required**

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the City’s website. Notice of Award and notices of non-award, shall be sent to all Offerors via e-mail. No hard copies will be sent regular mail unless specifically requested.

### **Compliance with the South Carolina Illegal Immigration Reform Act**

Any Company entering into a service contract with the City of Beaufort must certify to the City of Beaufort that the Company intends to verify any new employees' status, and require any sub-consultants performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

### **POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES**

#### **Intent**

Business vendors owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist minority and woman owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that minority and woman owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

#### **Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a Company to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this RFP.

#### **Required Forms**

Vendors submitting proposals are required to include completed forms that are found at the end of the General Conditions Section of this document.

The City of Beaufort reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

**Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.**

The words "Bidder", "Offeror", "Proposer", "Vendor", "Operator", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

Part II

**REQUIREMENTS AND TERMS**

I. **INTRODUCTION**

The City of Beaufort is seeking proposals from qualified vendors to provide janitorial services at City facilities located at 1911 Boundary Street and 1901 Boundary Street in Beaufort, SC with the possibility of six additional public restrooms located at two City parks.

II. **TERM/OPTION TO EXTEND**

The contract term shall be for one year. The City may extend this contract, if it appears to be in the best interest of the City and is agreeable with the Vendor. Said extension may be less than, but will not exceed four (4) additional one-year periods. The Vendor will be notified, in writing at least 90 days prior to the expiration of the current contract year. Any request for a price increase will be evaluated prior to exercising the Option to Extend.

III. **PRICE ADJUSTMENT**

Prices shall remain firm, for a minimum of one (1) year. After the first year, written requests for increases in price may be submitted at a maximum of 5%, in writing to the Public Works Director who will then forward the request to the City Finance Director. Request for a price increase with justification must be submitted to the Public Works Director at least 90 days prior to expiration of the current contract. These requests should be forwarded by registered mail to ensure delivery. The City reserves the right to accept or reject the increased price, negotiate, or to not extend the contract and award to the next highest ranked bidder, or re-advertise for new proposals.

IV. **SECURITY CHECK/BACKGROUND INVESTIGATION**

**All personnel who will be involved with this contract must agree to a National Crime Information Center (NCIC) and a South Carolina Law Enforcement Division (SLED) security check.**

Background Investigation:

The City conducts its own security/background checks and will provide this service free of charge to the awarded Vendor. All potential employees must pass the background check which includes fingerprinting and also complete a CJIS course and pass an examination.

V. **TERMINATION OF CONTRACT**

An arrest, indictment and/or conviction of the Vendor or any person working through the Vendor may be grounds for immediate termination of this contract without prior notice. The City shall have the sole discretion to determine if the nature of the crime alleged or subject to conviction is sufficient to warrant termination of this agreement. The Vendor must notify the City Facility Maintenance Superintendent of any arrest, incidents subject to a warrant or conviction.

VI. **FIDELITY AND/OR CASH BOND**

The successful Vendor shall furnish a five thousand dollar (\$5,000) cash property loss bond. Any property missing during the term of this contract shall be replaced using this cash bond.

VII. **ACCEPTANCE EVALUATION AND QUALITY ASSURANCE**

The services provided will be subject to inspection by the City (see Part III, Section III (m)). All work not in accordance with the specifications will be handled as described Part III, Section III (m), Inspection.

VIII. **DELIVERY AND PAYMENT**

Payment for services rendered shall be made monthly (within 30 days after receipt of invoice), based upon valid and approved invoices submitted to the City. Payment for services rendered under "Optional Major Maintenance Cleaning Schedule" will be made on the final completion of each task which is required and after approval by the Facility Maintenance Superintendent.

**PART III**

**SCOPE OF WORK**

This specification covers provisions for a complete and efficient janitorial service, including all reasonable and necessary labor, supervision, equipment, licenses, insurance, and supplies necessary to keep the contracted areas clean and properly supplied. Vendors shall submit a proposal which clearly demonstrates their ability to provide quality services in a professional and cost effective manner.

**I. Requirements**

a) General Information

b) Daily Cleaning Personnel

In addition to general daily cleaning personnel, prospective Vendors must furnish a proposal for daytime cleaning personnel when required. The primary purpose of this person(s) will be to handle complaints and special cleaning. It will be acceptable for this person(s) to handle some portions of the general daily cleaning.

c) Team Cleaning

Team cleaning concept is preferred.

d) Energy Clause

If mandatory energy conservation measures are applied to City facilities, the Vendor will be expected to alter his/her work schedule procedures as required for compliance. When the measures are lifted, the Vendor will then be required to bring the facilities back up to previous standards, within a reasonable period of time.

**II. General Contract Conditions**

a) Vendor Employee Policy

The Vendor agrees to be responsible for and shall provide general supervision of all his/her employees working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor reviewing his/her work.

b) The Vendor shall ascertain that all their employees abide by the following rules:

i) Employees shall wear an identification badge with employee name, picture, and company name at all times while on the premises.

ii) Employees shall not disturb any papers, boxes, or other materials, except that in trash receptacles or designated areas for trash, or unless such material is properly identified as trash.

iii) Employees shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage to the City in writing within 24 hours, specifying the location and extent of the damage. Failure to report such damage as required may be construed as default of the contract.

- iv) Employees shall not open drawers, file cabinets, or use any telephone, unless given specific approval by the City.
  - v) Employees shall not leave keys in doors or admit anyone into any building or office who is not a designated employee of the Vendor. **All doors which were locked upon entry will be immediately relocked.**
  - vi) Employees shall not clean or move copy machines or other office machines, except when specifically requested by the City.
  - vii) Employees shall not engage in idle or unnecessary conversation with City employees, other employees of the Vendor, or visitors to the building.
  - viii) Employees shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's permission. This is to include the contents of any item found in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.
  - ix) Employees shall abide by rules and regulations set forth by the City of Beaufort which affect the performance of the work.
  - x) Each employee of the Vendor shall be trained in providing Janitorial Services and the Vendor must provide proof of training to the Facility Maintenance Superintendent. Supervisory employees shall have at least one year of experience as a cleaning supervisor.
  - xi) Employees must not bring their children, other relatives, animals/pets, or friends to work with them.
  - xii) Upon written request of the City to the Vendor, any Vendor's employee who fails to abide by these or other rules established by the City will be immediately pulled off the job and replaced.
- c) Liability  
The Vendor shall assume liability for damages or losses resulting from the wrongful act(s) and/or negligence of his/her employees while they are on City premises. The Vendor or their insurer shall reimburse the City for any such damage or loss within thirty (30) days after a claim is submitted.
- d) Insurance  
The awarded Vendor shall obtain and furnish to the City Procurement Administrator, fifteen (15) days after notification of contract award, certificates insurance coverage as described in Part VII "General Terms and Conditions."
- e) Laws  
The Vendor shall comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include, but not be limited to, minimum wages, labor, and equal employment opportunity laws.

f) Equipment and Supplies

The Vendor shall provide all equipment, including but not limited to mops, vacuum cleaners, cleaning solutions, high speed buffers/wax and other necessary items (adequate in kind, quantity, and quality) for professionally performing all work in this contract, except light bulbs, as follows:

The Vendor will also furnish the following:

- i) Non-chlorine bleached paper towels;
- ii) Two-ply soft toilet tissue;
  - The City has final approval of products and supplies. The City will not restrict tissue to this type, as other comparable brands will be reviewed for acceptability by City staff.
- iii) Liquid soap for all dispensers (Quality to be approved by the City);

The City may request the Vendor furnish the following:

- i) Time release air fresheners to be furnished and maintained in every restroom;
- ii) Walk-off mats at all entrances and exits. These mats shall be kept clean and changed as required. All Walk-off mats must be pre-approved by the Facility Maintenance Superintendent.

g) Special Requirements:

- i) If any type of normal janitorial duties have been inadvertently omitted, the contract is to be interpreted to include the same.
- ii) Carpets must be kept free of dirt and stains. Carpet pile must not be allowed to become flat or matted.

h) A master list with each Material Safety Data Sheet (MSDS) sheet shall be available at all times for each cleaning solution and all chemicals used in City of Beaufort facilities. The MSDS sheets shall be kept at all times in the janitorial supply closets at each location with stored and/or used chemicals.

i) Quality of all products furnished shall be subject to the approval of the Facility Maintenance Superintendent.

j) Losses to the City, caused by inferior quality equipment (including negligent operation) or supplies will be reimbursed by the Vendor.

k) Utilities

The City will provide the Vendor with all normal utilities necessary for performing this contract (electricity, lights, water, etc.). Upon written request from the City, the Vendor will comply with energy conservation requirements.

l) Storage

The City will provide the Vendor with reasonable storage space for supplies and equipment if space is available. The City is not responsible for any supplies or equipment that is lost or stolen. The City will also provide reasonable security to protect the Vendor from loss of equipment and supplies.

The Vendor shall keep all janitor closets, storage rooms, and other spaces assigned to his/her use clean, orderly, and locked at all times. Exceptions shall be made only with prior written permission from the City.

m) Consequences of Contractor's Failure to Perform Required Service

Vendor's failure to perform under the terms and frequencies specified herein, may result in termination of the Contract. The City will notify the Vendor of any deficiencies and failure of the Vendor to provide remedies may result in termination of the contract or reduction of payment.

n) Default

Failure to satisfactorily perform the services required by the contract will be grounds for the City to declare the Vendor in default. **All contract disputes must be referred to the Procurement Administrator for resolution.**

o) Complaint System

Complaints shall be documented in writing by the City staff responsible for the location and sent to the Facility Maintenance Superintendent or his designee. The Vendor shall respond to complaints and correct any problems within twenty four (24) hours of notice. Recurring complaints or discrepancies may result in contract default as judged by the City, and a termination of the contract. Vendor correspondence to anyone other than the City Facility Maintenance Superintendent or their immediate supervisor may result in a termination of contract.

p) Minimum Wage

In the event of a federal minimum wage increase, the contract price will not be subject to renegotiation. No changes will be made without approval in writing to both parties of the contract.

q) Adjustment of Services

The City reserves the right to adjust the cleaning schedule and/or location(s) as may be deemed necessary during the contract period. The monthly cost shall be utilized to obtain the change in contract price resulting in adjustments in service.

r) Reports

The selected Vendor will provide reports on quality and performance as is required by the City.

s) WARRANTY

The Vendor warrants to the City that all work performed, as a result of this Request for Proposal and specification, will be performed in a professional manner consistent with industry practice.

t) BUILDING DATA

All information provided herein is estimated. Vendor shall be responsible for actual counts and measurements.

u) Contract Service Specification

i) General Requirements

The Vendor will furnish labor, supervision, materials, licenses, insurance, supplies, and equipment to perform these services in a manner that is satisfactory to the City. The Vendor is expected to conduct the contract operations in a professional manner and to supply generally accepted janitorial services.

ii) The Vendor shall correct all discrepancies and supply special requests for services within twenty four (24) hours from the time of the reported incident. All complaints, both major and minor, shall be investigated during the same working day. Any complaints which cannot be corrected during the same working day, or which are considered unreasonable, or which cannot be dealt with for reasons beyond the Vendor's control shall be specifically reported to the Facilities Maintenance Superintendent. Uncorrected complaints, if not considered unreasonable by the Facilities Maintenance Superintendent, shall be cause for any and all of the following actions by the City:

(1) To obtain the services from within its own staff or from another available source, without prior notice to the Vendor. Costs for these services will be charged to the Vendor.

(2) To cancel the contract as provided for under Section "n – Default", notice of such action, if deemed necessary, shall be made by certified mail (return receipt requested) and either received or refused at the office of the Vendor listed in the contract. If action results in cancellation, the City will assess any costs or damages due the Vendor. The Vendor will be liable for any damages due and for any excess costs of obtaining the services for the balance of his original contract period, or until such time a new Vendor has been established.

v) General Daily Cleaning

The Vendor must provide the following services, no less frequently than the schedule specifies. The Facilities Maintenance Superintendent will inspect the premises on a random basis, to ascertain whether the services are being provided using the process outlined in Section "m - Inspection."

i) The City has two locations requiring complete janitorial services. The two locations are located at 1901 and 1911 Boundary St. Beaufort, SC 29902. Janitorial services will be provided at 1901 Boundary Street from 8:00am to 4:00pm Monday through Friday. Janitorial services will be provided at 1911 Boundary Street from 4:00pm to 8:00pm Monday through Friday.

ii) The City may consider using janitorial services at six public park restrooms. Two restrooms are located at Pigeon Point Park and four restrooms are located at the Henry C. Chambers Waterfront Park. The "Restroom Maintenance" described in "Daily Cleaning" is required twice per day for seven days each week at these restrooms.

The following is the scope of work and information/pricing page for each location:

**Daily Cleaning of Public Spaces and Offices**

- (1) The following tasks must be accomplished during each day and evening shift, except for City Holidays (unless the City decides to select a different schedule):
- a. Empty all trash cans (wash if needed). Plastic clear liners will be used and changed daily, if dirty.
  - b. Collect all materials clearly marked with the word “trash.”
  - c. Deposit all trash and boxes in dumpsters or other areas designed for that purpose.
  - d. Sweep all entrances including the handicap ramps.
  - e. Sweep all uncarpeted floors and mats (including stairwells, offices, and entrance areas). All floors must be kept clean, dirt free, and trash free. Spots or stains will be removed immediately (spray buff, if necessary).
  - f. **Public Spaces and Offices:** All carpets shall be thoroughly vacuumed five (5) times a week in both non-traffic areas and traffic areas. “Thoroughly vacuumed” is defined as vacuuming all exposed carpet: (i.e., under chairs, tables, desks, etc.) Chair arms should not be forced under desks and tables. Vendor shall be responsible for all damages.
  - g. Clean and shine all chrome fixtures, including drinking fountains and moldings.
  - h. Spot clean glass surfaces, including entrance areas and glass partitions.
  - i. Clean up trash, paper, cigarette butts, litter, and chewing gum in and around the building. Empty exterior trash and cigarette receptacles.
  - j. Wipe and/or dust and spot clean all walls, furniture, woodwork, switch plates, ledges, fire extinguishers, and other areas exposed to dust, smudges, and scrapes.
  - k. Special clean-up of areas which have furniture, equipment, unpacked cartons, carpet moved or routine building maintenance performed. These areas should be brought up to the same level of cleanliness and appearance as surrounding or adjacent areas, within a reasonable amount of time (24 hrs.).
  - l. Sweep elevator and spray/wipe clean all elevator door tracks. Loose paper, pins, clips, and other trash will be removed.
  - m. Restroom Maintenance:
    - (i) Replenish all restroom supplies. The Vendor must ensure there are sufficient quantities to last all day, including replenishment during the day if necessary and for buildings when open on weekends.
    - (ii) Sweep floor. Wet mop with disinfectant cleaner or with soap and water in order to keep the floor clean and sanitary.
    - (iii) Wash and sanitize toilets, seats, and urinals.
    - (iv) Clean sinks.
    - (v) Damp wipe and polish all chrome surfaces and mirrors.
    - (vi) Dust and/or wipe all walls, ledges, grills, and partitions to keep dust-free, dirt-free, and clean.
    - (vii) Empty all trash cans (wash if needed). Plastic clear liners will be used and replaced when wet or dirty.
    - (viii) Deodorize and disinfect all traps, drains, toilets, and urinals. Provide urinal screens.
    - (ix) Dust and damp wipe all horizontal surfaces of restrooms only.

**Weekly (Every Week)**

- a. Dust and damp wipe all horizontal surfaces.
- b. Dust all Venetian blinds where applicable.
- c. Thoroughly wash all restroom walls and partitions.
- d. Wash and dry all standing glass doors (inside and outside) and windows (inside only).
- e. Scrub concrete stairs with cleaning compound and rinse.
- f. Vacuum carpeted stairs.
- g. Carpeted corridors and traffic aisles shall be pile lifted weekly, using a certified pile lifter.

**Major Maintenance Cleaning Schedule**

The Vendor must provide a Quarterly, Semi-Annual, and Annual schedule of services in writing for each location/building to the Facilities Maintenance Superintendent.

**\*\*Quarterly Services (Once Every Quarter)**

- a. Completely sweep, strip, re-wax, and buff all tile, linoleum, and terrazzo.
- b. Vacuum air grills and diffusers.
- c. Vacuum all light diffusers.
- d. Wash air grills and diffusers.
- e. Clean and wipe all handrails.
- f. Clean and polish all wooden furniture or parts of furniture.
- g. Vacuum and dust all shelving.

**\*\*Semi-Annual Services (Every Six Months)**

- a. Completely wash and dry all exterior windows. Provide schedules to the Facilities Maintenance Superintendent. (City may award these services separately to another Vendor if awarded Vendor cannot provide these types of services.)

**\*\*Annual Services (Every Twelve Months)**

- a. Clean and wipe all Venetian blinds.
- b. Clean all light lens, light globes, and light diffusers.
- c. Shampoo or steam clean all common carpeted areas, including but not limited to the Council Chambers, Planning Conference Room, and Executive Conference Room in City Hall and the Training Room and Court Room in the Police/Municipal Court Building. The goal is to keep all carpet areas clean. The Vendor must shampoo when necessary.

**\*\*Contractor must provide a scope of work schedule to the Facilities Maintenance Superintendent for approval for items in these paragraphs.**

**PART IV**

**Location Information and Pricing Sheets**

Please complete all pricing information and return the pages with your bid for all locations. If you leave a location blank, your bid will be considered non-responsive and be rejected. The contract will be awarded based on the evaluation criteria. Note: the final cleaning days of the week/schedule for each location will be finalized with the awarded contractor by the Facilities Maintenance Superintendent.

- 1) **City Hall Building** which supports various departments. The address is 1911 Boundary Street, Beaufort, SC. This building is subject to the scope of Services listed on pages 12-14.

Daily & Weekly Cleaning	Per Month Cost _____	Annual Cost _____
Quarterly Cleaning	Per QTR. Cost _____	Annual Cost _____
Semi-Annual Cleaning	Per 6 Mo. Cost _____	Annual Cost _____
Annual Cleaning		Annual Cost _____

- 2) **Police/Municipal Court Building** which supports various departments. The address is 1911 Boundary Street, Beaufort, SC. This building is subject to the scope of Services listed on pages 12-14.

Daily & Weekly Cleaning	Per Month Cost _____	Annual Cost _____
Quarterly Cleaning	Per QTR. Cost _____	Annual Cost _____
Semi-Annual Cleaning	Per 6 Mo. Cost _____	Annual Cost _____
Annual Cleaning		Annual Cost _____

**ALTERNATE:**

- 3) **Six Public Restrooms** located in City public parks. Two restrooms are located at Pigeon Point Park in Beaufort, SC. Four restrooms are located at the Henry C. Chambers Waterfront Park in Beaufort, SC. These restrooms are subject to the daily restroom Scope of Services listed on pages 13 and 14 and these specific Scope of Services are required twice per day for seven days a week.

Daily Cleaning	Per Month Cost _____	Annual Cost _____
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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## PART V

### Submission Requirements

#### I. RESPONSE TO THIS REQUEST FOR PROPOSAL MUST INCLUDE THE FOLLOWING:

- a) Those vendors interested in janitorial services must submit one (1) unbound Original and four (4) bound copies and the proposal must include the items specifically enumerated in Part V, Section II(2)(b). In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a Respondent's profile or brochure.

#### II. Proposal Development

- a) **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will be considered non-responsive and disqualified.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of a contract, shall be the responsibility entirely and exclusively by the Proposer.

- b) **Proposal format:**

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional proposals, past experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

In order to be considered for selection, respondent proposers shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP.

i) **Transmittal Letter**

A transmittal letter must be submitted with a Proposer's proposal which shall include:

- (1) The RFP subject and RFP number in which Proposer is submitting.
- (2) Name of the Proposer responding, including mailing address, e-mail address, telephone number, and names of contact person.
- (3) The name of the person or persons authorized to make representations on behalf of the Proposer, binding the vendor to a contract.
- (4) Prepare an executive summary stating the Proposer's understanding of the janitorial services including an affirmative statement that Proposer will provide the necessary resources to manage and provide the highest level of service to the City, its residents, patrons and visitors. Include any general information the proposer wishes the City to consider about the proposal.

ii) **Proposer's Work History and References**

Your company must demonstrate a minimum of three (3) years' experience in the providing janitorial services. Provide a brief description of three (3) similar places that your company is now providing and/or has providing within the last five (5) years. Information on this list shall include the following for each location:

- (1) Project location;
- (2) Name and contact information for a reference with knowledge of the Respondent's work at the specified location;
- (3) Dates services were provided;
- (4) Summary of Scope of Services and size (sq. ft.) and type of building facility (e.g., hotel, airport, government building, mall, etc., );
- (5) Explain the reasons, if any, that your company's agreements for providing janitorial services was cancelled or terminated early.

iii) **Operations, Transition and Implementation Plan**

Describe in detail your company's plan for providing the janitorial services outlined in this RFP and your plan to transition from the existing operations and implement said services in order to provide the highest level of service to the City, its residents, patrons and visitors. The operations, transition and implementation plan should include a detailed description of the following:

1. Detailed schedule outlining days and times of the week your staff will provide the scope of services as outlined in the RFP.
2. Staffing and organizational chart for the provision of all services outlined herein.
3. List of equipment Vendor will use to provide these services. Equipment must include mops, vacuum cleaners, and high speed buffers/wax. Vendor must provide brand and model number of vacuum cleaners and high speed buffers.

**h. Other Information to Provide**

- (i) Provide list of subcontractors you will use for the services requested and state the years of experience of your company and each subcontractor for this type of services.
- (ii) Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.
- (iii) List any lawsuits or arbitration proceedings that have been initiated by or against your company in the past five years. Briefly describe the nature of the action and the outcome.

**i. Required Forms:**

- (i) Proposals must include the required forms.
  - 1. Location Information and Pricing Page
  - 2. Certificates of Insurance showing present coverage as described in the “Insurance” section of the General Terms and Conditions.
  - 3. Part VIII – Exhibits “A” through “C”
  - 4. Three most recent Workers Comp Modification Reports
  - 5. Ethics in Public Contracting Certification
  - 6. Non-Collusion Affidavit
  - 7. Small / Woman-Owned / Minority Business Enterprise Form
  - 8. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
  - 9. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
  - 10. RFP Signature page (must be signed in ink)

**IX. ADDITIONAL DOCUMENTS**

Additional Documents can be found in Part VIII. These documents include Exhibits “A” through “C”.

## PART VI

### Award Criteria

It is the City's intent to contract with one Vendor to provide Janitorial Services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest responsible bidder. The City reserves the right to accept or reject any and all bids that is in the best interest of the City. The scoring of the proposals by the City's RFP Evaluation Committee shall be based on the respondent's qualifications including, but not limited to the following:

1. **The quality performance/workmanship of previous contracts and services; provided equipment; and references which attest to the specific experience of others. Each Vendor must provide an equipment list and products they will be using. (maximum 25 points)**
2. **Demonstrated understanding of the problems and needs presented by the project. (maximum 15 points)**
3. **Qualifications of project personnel and the Offeror's ability to commit capable staff and support a project this size. (maximum 20 points)**
4. **Soundness to Offeror's approach to quality control and infectious diseases control. (maximum 15 points)**
5. **Cost effectiveness and reasonableness of Offeror's proposed fee. (maximum 25 points)**

The City will evaluate proposals based on the factors outlined within this RFP, which shall be applied to all eligible, responsive proposals in selecting the lowest responsible bidder. The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the Proposer as it deems appropriate.

**Lowest responsible bidder.** Contracts shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the City shall consider:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;

- (h) The ability of the bidder to provide future maintenance and service for the use of the subject: of the contract;
- (i) The number and scope of conditions attached to the bid.

The City may choose to interview one or more Vendors responding to this RFP. The City reserves the right to request and obtain, from one or more Vendors, supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

## **PART VII**

### **GENERAL TERMS AND CONDITIONS**

#### **PUBLIC RECORD**

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Finance Department from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 1911 Boundary Street, 2nd Floor, City Hall, Beaufort, South Carolina 29902.

#### **PROPRIETARY INFORMATION**

The proposers are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Beaufort, South Carolina. All proprietary information shall be labeled as such in the proposal.

#### **BACKGROUND CHECK**

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

#### **REQUIREMENTS**

The successful vendor shall comply with all instructions and shall perform services in a manner to commensurate with the highest professional standards by qualified and experienced personnel.

#### **JURISDICTION**

This agreement shall be governed by the laws of the state of South Carolina.

#### **ASSIGNMENT**

The successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

#### **ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the proposer receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the proposer for additional compensation.

#### **COMPETITIVE NEGOTIATION SOLICITATION**

Negotiations shall be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked firsts shall be formally terminated and negotiations with the proposer ranked second shall be conducted. The City reserves the right to cease contract negotiations if it is determined that the lowest responsible bidder cannot perform services specified in their response.

#### FORCE MAJEURE

The successful vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

#### FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

#### FAILURE TO DELIVER

Awarded Company cannot enter into another parking services contract within the City of Beaufort without the express written approval from City Council. The contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the Awarded Company has entered into another parking services contract within the City of Beaufort without the express written approval from City Council.

#### CONFLICT OF INTEREST

In the event of failure of the successful vendor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the successful vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

#### EMPLOYMENT DISCRIMINATION

During the performance of the contract, the successful vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the successful vendor. The successful vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City requested information and data for this purpose. The City reserves the right to reject any proposer if the evidence submitted by or investigation of the proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Proposer will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the proposer's own risk.

#### INDEMNIFICATION

The successful vendor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful vendor's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the City Clerk. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend and hold harmless the City and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the City or vendor on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting vendor's liability, the vendor shall secure and maintain throughout the term of the contact the following types of insurance with at least the limits shown.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful vendor.

Certificates of insurance must be included in the proposal.

- a) Commercial General Liability: The successful vendor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the successful vendor and against all claims resulting from damage to any property due to any act or omission of the successful vendor, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the successful vendor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage..... \$1,000,000 per occurrence

- b) Fidelity and/or Cash Bond

The successful vendor shall furnish a five thousand dollar (\$5,000) cash property loss bond. Any property missing during the term of this contract shall be replaced using this cash bond.

- c) Comprehensive Automobile Liability: The successful vendor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the production of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage..... \$1,000,000 Combined Single Limit

- d) South Carolina Workers' Compensation Insurance: The successful vendor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits  
Employers Liability Insurance - \$500,000 - Each Accident  
\$500,000 - Disease Each Employee  
\$500,000 - Disease Policy Limit

- e) Professional Liability Insurance: If providing a professional service, the successful vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein: .....\$1,000,000 per occurrence.

The successful vendor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

The successful vendor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful vendor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for proposal. It shall be an affirmative obligation upon the successful vendor to advise the City at fax number 843-525-7013 or by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should successful vendor cease to have insurance as required during any time, all work by the successful vendor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The successful vendor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Sub-consultant's Insurance: The successful vendor shall agree to cause each sub-consultant employed by the successful vendor to purchase and maintain insurance of the type specified herein, unless the successful vendor's insurance provides coverage on behalf of the sub-consultant. When requested by the City, the successful vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

#### CITY BUSINESS LICENSE

The successful vendor must obtain all business license(s) required by the Beaufort City Code and ordinances. A Business License is not required to submit a statement of proposals. However, any vendor that receives an award under this RFP shall be required to obtain a City Business License before work can begin. All subcontractors that are involved in the project must obtain a City of Beaufort business license. Anyone who is not classified and paid as a W-2 employee for the successful bidder must obtain a City of Beaufort business license. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Beaufort City Business License Department at (843) 525-7025.

#### TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least ninety (90) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the successful vendor is not performing as set out in the contract. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the successful vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

#### COMPLIANCE WITH LAWS

The successful vendor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or City Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

#### RIGHTS RESERVED BY CITY

This RFP is not a tender and does not commit the City in any way to select a Proposer, or to proceed to negotiations for a Contract, or to award any Contract. The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

#### NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the proposer shall include the attached Non-Collusion Affidavit duly signed by a principal of the vendor certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

#### ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-consultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

#### MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Beaufort to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the successful vendor agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract. To this end, every proposer with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

#### NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. The form can be found online at:

<http://www.sctax.org/NR/rdonlyres/237372ED-DC22-4893-A75E-0CEDEBB8B9F6/0/1312.pdf>.

If your company is not presently registered with the appropriate state office, you may indicate the intent to do so should your company be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**PART VIII**

**Additional Documents**

RFP NO. \_\_\_\_\_

EXHIBIT \_\_\_\_\_ A \_\_\_\_\_

**NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK**

(Proposals should respond to the Scope of Work point by point by numeric reference.)

**SCHEDULE OF EVENTS**

The Offeror should briefly describe each step of the schedule of events in his proposed plan of action to accomplish the scope of work in a sequential manner, identifying the specific assignment of key personnel and the time required to complete each step.

<u>Step #</u>	<u>Schedule of Events</u>	<u>Time Required</u>	<u>Person Assignment</u>
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**PERSONNEL STAFFING**

STAFF MEMBER BACKGROUND AND EXPERTISE OF PERSONNEL

1. \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

2. \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

3. \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

4. \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

5. \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

CITY OF BEAUFORT  
SOUTH CAROLINA  
RFP SIGNATURE PAGE  
RFP NO. 2015-104

PROPOSER'S NAME: \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

**Proposer** warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

**The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.**

Proposer has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address: Post Office Box: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street: \_\_\_\_\_ Zip: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\*Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.**

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

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (company/business), the Proposer that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Proposer;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or company in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_

SIGNATURE

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

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

ITS: \_\_\_\_\_

TITLE

Notary Public for \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_

(signature)

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, company or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, company or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposal, or to fix any overhead, profit or cost element of the bid price or the bid price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

\_\_\_\_\_  
 (signed)  
 \_\_\_\_\_  
 (title)

SWORN to before me this \_\_\_\_\_  
 day of \_\_\_\_\_, 20\_\_\_\_

Notary Public for \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
 (signature)

## SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p>Yes      No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p>Yes    No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p>Yes      No</p> <p>If Yes, please indicate minority group:  <input type="checkbox"/> Asian American    <input type="checkbox"/> Black American  <input type="checkbox"/> Hispanic American    <input type="checkbox"/> Native American</p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p>Yes      No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p>Yes      No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p>Yes      No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?</p>	<p>Yes    No</p>
<p>Is this business a non-profit organization?</p>	<p>Yes    No</p>
<p>Is this business incorporated?</p>	<p>Yes    No</p>