



REQUEST FOR PROPOSAL (RFP)

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

PROJECT: Janitorial Services for Various City of Georgetown Facilities

PROJECT #: NA

DATE OF ISSUE: Wednesday, July 29, 2020

DUE: **On or before 2:00 PM EST (local time), Thursday, August 27, 2020**

Bids must be submitted electronically through the City's website, www.georgetownsc.gov. The City will not accept bids by hard copy, fax, or email.

For instructions on how to submit your bid electronically, please refer to Exhibit A, "How to register as a vendor", and Exhibit B, "How to respond to an online bid".

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COVID-19 Coronavirus Important Notice to Bidders

Pursuant to Governor Henry McMaster's declaration of a State of Emergency on Friday, March 13, 2020, City of Georgetown offices are closed to the public.

Until further notice, all bids **MUST BE** submitted electronically through the City of Georgetown's website, www.georgetownsc.gov, under "Bids". As always, bids received after the due date and time will not be considered for any reason.

The City **WILL NOT** accept bids by:

- Hard copy
- Fax
- Email

Your bid must be submitted electronically to ensure it remains sealed until the scheduled bid opening date and time.

Due to the office closure to the public, bid openings will be streamed live via the City's public Facebook page, <https://www.facebook.com/cityofgtown/>. Attendance will be taken by the Purchasing Agent.

Background

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

Purpose/ Project Description

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

Scope of Services

DISINFECTION SANITIZATION/ MITIGATION SERVICES:

Additional services and treatments to the existing normal cleaning schedule. To treat all common area touch points with a hospital grade disinfectant approved for the use to prevent the spread of the Coronavirus. These services will be performed during each visit in addition to the normal services.

All disinfecting products used must be on the EPA list of products approved for use against the virus that causes COVID 19.

All cleaning guidelines must meet CDC recommendations at a minimum and vendor must be willing to update as the CDC updates.

A link to those guidelines and recommendations can be found here:

<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>

COMPREHENSIVE LIST FOR NORMAL CLEANING:

Common Areas:

Collect and remove all trash from the building, replace trash can liners

Collect and deposit recycled materials to predetermined location

Sweep and clean floors, area rugs and chair mats, entrance glass doors

Dust all blinds, window treatments, pictures or wall-mounted items

Dust all window sills, ledges, lamps/lampshades and other flat exposed surfaces and furniture. (i.e., desk and computer stations, bookcases, bookshelves, kitchen counter, tables and other)

Remove all cobwebs

Clean tables and counters in kitchens. Sanitize sinks, door handles and all glass in doors

Vacuum all carpeted areas. Spot clean as needed. Clean plastic chair mats

Maintain cleanliness of refrigerators, microwave and coffee pots

Strip area floors with wax and/or seal, as needed

Sweep and clean outside mats, porches and clean ashtray containers as needed

Sweep and mop all uncarpeted floors using proper cleaner/detergent -
(Note: some floors are sealed)

Restrooms:

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

Quarterly:

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

Clean inside of all window areas

Bi-annually:

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

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

Supplies and Equipment:

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

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

**On Call
Services:**

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

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

Cleaning Schedule: Monday & Wednesday - before 8:00 am

Kitchens: 1; Restrooms: 2

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

Cleaning Schedule: Wednesday (Minimum of 1 day/week - after 5:30 pm)

Kitchens: 1; Restrooms: 1

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

Cleaning Schedule: Wednesday after 4 pm

Kitchens: 1; Restrooms: 5

Water Utilities Departments (4 locations)

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

Kitchens: 3; Restrooms: 8

Water Field Services Building - 2377 Maybank Dr., Georgetown, SC 29440

Water Utilities Offices - 2377 Maybank Dr., Georgetown, SC 29440

Water Treatment Plant - 2355 Maybank Dr., Georgetown, SC 29440

Wastewater Treatment Plant - 126 Ridge St, Georgetown, SC 29440

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

Cleaning Schedule:

Break Room Areas - Every Thursday after 4 pm (APRIL THRU SEPTEMBER ONLY)

Administration Offices - Every Thursday after 5 pm (YEAR ROUND)

Kitchens: 1; Restrooms: 3

Public Restrooms (4 locations)

Cleaning Schedule for Public Restrooms:

****PARKS ARE CLOSED AT 8:00 PM**

East Bay Park Public Restroom

Ben Cooper Park Public Restroom - Park closed January - February each year

341 East Bay Street

Jan thru Apr - 5 days per week, no weekends

May thru Jun - 7 days per week, including weekends

Jul thru Aug – 6 days per week, to include weekends –

no cleaning on either Tue or Wed during the week

Sep thru Dec - 5 days per week, to include 1 weekend clean (preferably on Saturday)

Public Restroom - Corner of Screven and Front Street

Kaminski House Museum Public Restroom

1003 Front Street

Jan thru Apr - 5 days per week, no weekends

May thru Jun - 7 days per week, including weekends

Jul thru Aug - 2x per day 6 days per week, to include weekends –

no cleaning on either Tue or Wed during the week

Sep thru Dec - 5 days per week, to include 1 weekend clean (preferably on Saturday)

Police Department (1 location) - 2222 Highmarket Street, Georgetown, SC 29440

Cleaning Schedule: Monday & Thursday before 8:00 am

Offices: 13

Gym: 1

Locker Rooms with bathrooms and showers: 2

Kitchen: 1

Patrol Area: 1

Training Room and 6 Restrooms

Municipal Court (1 location) - 2222 Highmarket Street, Georgetown, SC 29440

Cleaning Schedule: Tuesday & Friday at 3:00 pm

Offices - 4 desks, front counter, bathroom, break room area

Jury Rooms: 2 (each has a bathroom)

Judge's office and bathroom

Courtroom (Judge's bench and clerk's desk, clerk's desk in back of courtroom, 2 conference tables)

Public Restrooms in the area between the lobby and courtroom: 2 - (3 stalls in each bathroom)

There will be a **Mandatory** Pre-bid meeting beginning at 9:00 am, Tuesday, August 4, 2020, at 341 East Bay Street and will include a tour of sights listed below:

- 1 341 East Bay Street (East Bay Park Public Restrooms)
- 2 417 Wood Street (Administration Dept.)
- 3 800 Church Street (Electric Dept.)
- 4 700 Screven Street (Public Restrooms)
- 5 1003 Front Street (Kaminski House Museum Public Restrooms)
- 6 125 Kaminski Street (Public Works Dept.)
- 7 2125 Prince Street (Ben Cooper Park Public Restrooms)
- 8 126 Ridge Street (Wastewater Treatment Plant)
- 9 2377 Maybank Drive (Water Utilities Dept.)
- 10 2377 Maybank Drive (Field Services Building)
- 11 2355 Maybank Drive (Water Treatment Plant)
- 12 1134 N Fraser Street (City Hall)
- 13 2222 Highmarket Street (Police Dept.)
- 14 2222 Highmarket Street (Municipal Court)

Due to COVID-19, face masks as well as social distancing will be required

Process

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

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

Evaluation Criteria

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

- A. The ability, capacity, and skill of the proposer to perform the contract to provide the service required;
- B. Whether the proposer can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
- D. The quality of performance of previous contracts or services similar to;
- E. The previous and existing compliance by the proposer with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- H. The ability of the proposer to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
- I. Whether the proposer has met the criteria of the RFP specifications, terms and conditions of the RFP.

Questions

No answers will be given over the phone.

For questions regarding the City's Request for Bids process, please contact purchasing@georgetownsc.gov, or call 843.545.4043, no later than 4:00 pm EST (Local Time), Tuesday, August 11, 2020.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the sole responsibility of the proposer to contact the purchasing agent at 843.545.4043.

No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line: Janitorial Services.

Answers to questions will be posted on the City's website at www.georgetownsc.gov under "Bids" as an Addendum no later than 5:00 pm EST (local time), Thursday, August 13, 2020.

Schedule of Events

The following is the schedule of events listed in the order of occurrence:

MILESTONE EVENT	APPROX SQ. FEET**	DATE	TIME EST (LOCAL TIME)
1. Request for Proposal (RFP) issued		Wednesday, July 29, 2020	
2. Mandatory Pre-Bid meeting – to be held at 341 East Bay Street with site visits to the these locations to immediately follow:		Tuesday, August 4, 2020	9:00 am
341 East Bay Street (East Bay Park Public Restrooms)	563		
417 Wood Street (Administration Dept.)	1,200		
800 Church Street (Electric Dept.)	12,000		
700 Screven Street (Public Restrooms)	660		
1003 Front Street (Kaminski House Museum Public Restrooms)	286		
125 Kaminski Street (Public Works Dept.)	1,400		
2125 Prince Street (Ben Cooper Park Public Restrooms)	563		
126 Ridge Street (Wastewater Treatment Plant)	1,741		
2377 Maybank Drive (Water Utilities Dept.)	2,184		
2377 Maybank Drive (Field Services Building)	1,990		
2355 Maybank Drive (Water Treatment Plant)	1,700		
1134 N Fraser Street (City Hall)	3,960		
2222 Highmarket Street (Police Dept.)	27,000		
2222 Highmarket Street (Municipal Court)	3,500		
3. Deadline for questions - questions should be emailed to: purchasing@georgetownsc.gov		Tuesday, August 11, 2020	4:00 pm
4. Deadline for addenda to be posted to the City's website, www.georgetownsc.gov , under "Bids"		Thursday, August 13, 2020	5:00 pm
5. Proposal due date		Thursday, August 27, 2020	On or before 2:00 pm
6. Approve of contract by City Council (tentative)		September 2020	
7. Notice to Proceed (NTP) issued (tentative)		September 2020	
<p>**Approximate square footage given for informational purpose only, and does not represent the actual portions included in the work. Should not be used to calculate rates for bid.</p>			

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

The City reserves the right to request additional information at any time from any and all prospective contractors or individuals as deemed necessary by the City to evaluate the bids. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original bid.

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

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

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

All information will be updated and posted on the City’s website www.georgetownsc.gov, under “Bids”. It is the proposer’s responsibility to obtain the information directly from the City’s website regarding this project.

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

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. Vendor is responsible to obtain information regarding bid submittals directly from the City’s website, www.georgetownsc.gov.

All procurement procedures are subject to the City’s procurement policies as outlined in Section 2-187 of the City’s municipal code.

The City’s Purchasing Ordinance can be found in its entirety on the City’s website at: <http://www.georgetownsc.gov/find/find-ordinances/>.

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

1. Submit sealed bid electronically through the City’s website, www.georgetownsc.gov, to include the following items:
 1. Complete initialed copy of this RFP document
 2. Completed Bid Forms (pages 22 - 24)
 3. Completed References (page 25)
 4. Completed Mandatory Local Vendor Preference Form (page 18)
 5. Completed Exceptions Page (page 29)

2. Bid proposal must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. Bids will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityofgtown/>. No bid will be accepted after such time. It is the sole responsibility of the proposer to have their bids delivered to the City before the closing hour and date. The City assumes no responsibility for delivery of bids that are mailed, or submitted electronically. Late bids will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all bids and to waive any informalities and technicalities in the bid process. No additional fees, costs, or any other reimbursable expenses will be allowed.
3. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the proposers submitting a bid.
4. Bids must be sealed and clearly identify the name and number of the RFP on the outside of the envelope/package, as well as the submitter's business name, address, and license number (if applicable). No other information shall be included or written on the outside of the bid envelope/package. The City shall not be responsible for unidentified bids.
5. Any proposer may withdraw their bid either personally or by written request, at any time prior to the scheduled opening of responses. No proposer may withdraw bids for a period of sixty (60) days after the opening date. All proposers shall be subject to the approval of the City Council.
6. Bids must be submitted by proposer's own format and shall address all RFP requirements. Partial or incomplete bids may be rejected.
7. All costs incurred in preparing the bid, or costs incurred in any other manner by the proposer in responding to this RFP, will be wholly the responsibility of the proposer. All materials and documents submitted by the proposer in response to this RFP become the property of the City and will not be returned.
8. Any proprietary information contained in the bid should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

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

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

9. Bids must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid. Bids having any erasures or corrections must be initialed in ink by the vendor.

10. Letter of Interest – **Not Applicable**. Must be no more than one (1) page (one page is one side of an 8.5” x 11” paper) in length and include contact information and signature of company owner/president/CEO.
11. Statement of Qualifications, Experience, and Availability – **Not Applicable**. Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFP process to provide requested services to the City. Key staff members participating should be identified. Include photos of recent projects.
12. Proposed Process Approach – **Not applicable** - Must be no more than two (2) pages summarizing the method and approach to providing preconstruction and construction services to the City.
13. List of References – **Mandatory** - Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
14. Disqualification and Rejection of Bid – The City reserves the right to reject any bid from a proposer who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFP documents, contract of similar nature, or to reject the bid from a proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth herein.
15. Assignment of Contract – Assignment to the selected proposer of any contract to be entered into in accordance with this RFP will not be recognized by the City unless such assignment has prior written approval of the City.
16. Insurance Provisions - The selected proposer will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at point of contract negotiation by the City’s Risk Manager as follows:
 - Comprehensive General Liability (per occurrence);
 - Comprehensive Auto Liability (per occurrence); and
 - Workers’ Compensation Liability
 - Automobile Liability

The City is to be named as “Additional Insured” on the above insurance coverage as respect to the City’s interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City’s Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email - cmcdaniel@georgetownsc.gov
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442 or
- Physical address - 1134 N. Fraser Street, Georgetown, SC, 29440

Failure to do so shall be construed to be a breach of the agreement:

17. Indemnification - The selected proposer agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
18. Compliance With Law – The selected proposer and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.

19. City Business License and Permits - The selected proposer shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, jgiiliard@georgetownsc.gov or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid cost.
20. Payment terms - A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).
21. Bid and Performance Bonds – **Not Applicable.** Bid and Performance Bonds or other securities may be requested for supply contracts and service contracts as the Risk Manager, Purchasing Agent, and/or Department Head deems advisable to protect the City’s interest. Any such bonding requirement shall be set forth in the solicitation.
Bid Security: In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding one hundred thousand dollars (\$100,000). Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers’ check, or money order. The City, at its option, may require bid bonds on construction contracts under one hundred thousand dollars (\$100,000) when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid security will be returned to the unsuccessful proposers upon contract award by the Purchasing Agent. When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful proposer to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of proposer’s responsibility.
 - (a) A performance bond shall be in an amount equal to one hundred and ten percent (110%) of the contract amount; and
 - (b) A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

Approved by council 1.19.2017

AN ORDINANCE TO AMEND
CHAPTER 2 ADMINISTRATION –
ARTICLE IV PROCUREMENT

SECTION 2-185 COMPETITIVE SEALED BIDS LOCAL VENDOR PREFERENCE

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

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

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

ARTICLE IV. PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

Section 2-185 Competitive Sealed Bids (Bid)

Local Vendor Preference Option

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

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

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

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

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



MANDATORY VENDOR SUBMITTAL FORM

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

SECTION 2-185 COMPETITIVE SEALED BIDS LOCAL VENDOR PREFERENCE

ARTICLE IV.
PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

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

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

(X) _____

Signature of Company Officer

(X) _____

Date

General Contractual Requirements

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

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

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

18. Indemnity Provisions - Proposer agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or proposer's performance thereunder.
19. City Business License and permits - The selected proposer shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, jgiiliard@georgetownsc.gov, or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total bid cost.

JANITORIAL SERVICES FOR VARIOUS CITY OF GEORGETOWN FACILITIES

BID FORM

COST OF SERVICES FOR NORMAL CLEANING

		<u>COSTS</u>		
		NORMAL AVERAGE CLEANINGS PER MONTH	PER DAY RATE	PER MONTH
1.	341 East Bay Street (East Bay Park Public Restrooms) Frequency varies, see attached schedule	24		
2.	700 Screven Street (Public Restrooms) Frequency varies, see attached schedule	28		
3.	1003 Front Street (Kaminski House Museum Public Restrooms) Frequency varies, see attached schedule	28		
4.	2125 Prince Street (Ben Cooper Park Public Restrooms) Frequency varies, see attached schedule	20		
5.	417 Wood Street (Administration Dept.) 1 time per week	4		
6.	800 Church Street (Electric Dept.) 1 time per week	4		
7.	125 Kaminski Street (Public Works Dept.) 1 times per week	4		
8.	126 Ridge Street (Wastewater Treatment Plant) 1 time per week	4		
9.	2377 Maybank Drive (Water Utilities Dept.) 1 time per week	4		
10.	2377 Maybank Drive (Field Services Building) 1 time per week	4		
11.	2355 Maybank Drive (Water Treatment Plant) 1 time per week	4		
12.	1134 N Fraser Street (City Hall) 2 times per week	8		
MONTHLY TOTAL		138		
Hourly rate for emergency/unplanned circumstance, or on call services				

JANITORIAL SERVICES FOR VARIOUS CITY OF GEORGETOWN FACILITIES					
BID FORM					
COST OF SERVICES FOR ADDITIONAL DISINFECTION/ SANITIZATION MITIGATION CLEANINGS					
DUE TO COVID-19					
				COSTS	
		MITIGATION AVERAGE CLEANINGS PER MONTH	ADDITIONAL CLEANINGS PER MONTH	PER DAY RATE	PER MONTH
1.	341 East Bay Street (East Bay Park Public Restrooms) Cleaning 2X daily - 7 days per week Mitigation 1X daily - 7 days per week	30	37		
2.	700 Screven Street (Public Restrooms) Cleaning 2X daily - 7 days per week Mitigation 1X daily - 7 days per week	30	33		
3.	1003 Front Street (Kaminski House Museum Public Restrooms) Cleaning 2X daily - 7 days per week Mitigation 1X daily - 7 days per week	30	33		
4.	2125 Prince Street (Ben Cooper Park Public Restrooms) Cleaning 2X daily - 7 days per week Mitigation 1X daily - 7 days per week	30	31		
5.	417 Wood Street (Administration Dept.) Cleaning additional 4 days per week Mitigation 5 days per week	22	17		
6.	800 Church Street (Electric Dept.) Cleaning additional 4 days per week Mitigation 5 days per week	22	17		
7.	125 Kaminski Street (Public Works Dept.) Cleaning additional 4 days per week Mitigation 5 days per week	22	17		
8.	126 Ridge Street (Wastewater Treatment Plant) Cleaning additional 4 days per week Mitigation 5 days per week	22	17		
9.	2377 Maybank Drive (Water Utilities Dept.) Cleaning additional 4 days per week Mitigation 5 days per week	22	17		
10.	2377 Maybank Drive (Field Services Building) Cleaning additional 4 days per week Mitigation 5 days per week	22	17		
11.	2355 Maybank Drive (Water Treatment Plant) Cleaning additional 4 days per week Mitigation 5 days per week	22	17		
12.	1134 N Fraser Street (City Hall) - Every morning M-F before 8:00 am Cleaning additional 3 days per week Mitigation 5 days per week	22	13		
13.	2222 Highmarket Street (Police Dept.) **New location - Cleaning and Mitigation 5 days per week**	22	22		
14.	2222 Highmarket Street (Municipal Court) **New location - Cleaning and Mitigation 5 days per week**	22	22		
	MONTHLY TOTAL	338	311		

Disinfection/sanitization mitigation services as well as the extra days of cleaning per week, are due to COVID19, and services are therefore contingent upon the term of the need.

Normal cleaning and disinfection/sanitization mitigation services for the Police Department and Municipal Court are due to COVID19, and services are therefore contingent upon the term of the need.

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

Company
Name _____

Signature _____
By: Duly Authorized Officer _____ Date _____

Printed Name: _____

Title _____

Federal ID/SS# _____

Business Address _____ Business Phone _____

Email _____ Cell _____

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

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

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

Janitorial Services for Various City of Georgetown Facilities RFP
REFERENCES

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

Janitorial Services for Various City of Georgetown Facilities RFP
REFERENCES

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

Janitorial Services for Various City of Georgetown Facilities RFP
REFERENCES

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

Exceptions

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

Janitorial Services for Various City of Georgetown Facilities RFP

EXCEPTIONS PAGE

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

Exhibits Available

- A) How to register as a vendor
- B) How to respond to an online bid