



**The City of Charleston**  
**Procurement Division**  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
[www.charleston-sc.gov](http://www.charleston-sc.gov)

<b>Proposal Number:</b> 25-P009R <b>Proposals will be received until:</b> June 26, 2025 @ 12:30pm	
<b>Proposal Title:</b> Janitorial Services for the Gaillard and City Municipal Office Building	
<b>Non-Mandatory Pre-Proposal:</b> June 10, 2025 @ 9:30am – Gaillard Center	
<b>Mailing Date:</b> May 29, 2025	<b>Direct Inquiries to:</b> Robin B. Robinson
<b>Vendor Name:</b>	<b>FEIN/SS#:</b>
<b>Vendor Address:</b>	
<b>City – State – Zip:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
<b>Authorized Signature:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must be included with bid submission.</b>	

### **IMPORTANT**

1. This solicitation seeks proposals responding to the Scope of Work for a **Janitorial Services for the Gaillard and City Municipal Office Building**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Proposal Response Form” to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.
4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson no later than 2:30pm on June 11, 2025**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson, [robinsonr@charleston-sc.gov](mailto:robinsonr@charleston-sc.gov)**.

## **GENERAL INFORMATION**

### **INTRODUCTION**

The City of Charleston is soliciting a Request for Proposal (RFP) for Janitorial Services at the City's Municipal Office Building (MOB), 2 George St. and the Gaillard Center, 95 Calhoun St. The awarded Contractor will furnish all labor, material, supplies (to include restroom supplies) and equipment needed to provide the required services as directed in the scope of work.

**There will be a Non-Mandatory Pre-Proposal Meeting at 9:30am on Tuesday, June 10, 2025. Meeting will start in the foyer (center hallway) of the Gaillard Center, 95 Calhoun Street, Charleston, SC 29401 on the first floor.**

### **PROCUREMENT PROCESS**

The RFP (*Request for Proposal*) is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

### **QUESTIONS**

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: [robinsonr@charleston-sc.gov](mailto:robinsonr@charleston-sc.gov). Written Questions may also be faxed to 843-720-3872. *All questions must be received before 2:30pm on June 11, 2025.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

### **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

### **NON-ENDORSEMENT**

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

### **PROPRIETARY INFORMATION**

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

### **UNAUTHORIZED COMMUNICATIONS**

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

### **CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE**

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

### **DISQUALIFICATION OF OFFERORS**

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

### **SUSPENSION AND DEBARMENT**

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

### **CONTRACT NEGOTIATIONS**

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

### **CONTRACT TERMS**

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

### **VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS**

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

## **RECEIPT OF PROPOSALS**

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (*June 26, 2025 @ 12:30pm*) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time. The City of Charleston is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the responsibility solely of the Offerors to ensure that its proposal reaches the City of Charleston Procurement Division, by the designated date and time. Proposals received after the scheduled due date and time will not be considered.

**Late Proposal documents will not be accepted under any circumstances.**

## **PROPOSAL SUBMITTAL REQUIREMENTS**

To assure similarity in proposal presentation and allow the Selection Committee to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City of Charleston to constrain Offerors with regard to content, but to assure that the specific requirements set for in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional information sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement. Non-responsive or incomplete submittals or inability to meet City requirements set forth may lead to disqualification of the Offeror's submittal.

**Only information presented in the Proposal will be used to evaluate the submittals. Responses shall be completed in accordance with the requirements in the RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.**

## **Specific Requirements**

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- Complete response to RFP, signed, completed and submitted as required with a detailed outline and description of proposed plan for staffing and cleaning as outlined in the RFP.
- Copies of all documents requested in this RFP as well as materials that may assist in the evaluation of this RFP.
- The submission of the detailed, itemized pricing.
- Sealed package marked on the outside with the Offeror's name, address, and the solicitation number.
- All submittal forms.

## **PROPOSAL FORMAT**

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (single sided only) and all documentation submitted with the proposal should be bound in that single volume, where practical.

All proposals should be clearly marked "**25-P009R – Janitorial Services for the Gaillard and City Municipal Office Building**"

All proposals must be submitted in a sealed envelope or box. All pricing information should be in a separate envelope clearly marked "Cost Proposal". Both sealed envelopes are to be placed in one package marked "**25-P009R – Janitorial Services for the Gaillard and City Municipal Office Building**" (*label provided*)

Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 25-P009R.

Proposals must be received in the City's Procurement Office no later than 12:30pm on June 26, 2025. Late proposals will not be accepted.

No more than one proposal may be submitted by any Vendor.

The proposal must be signed by an official authorized to contractually bind the Vendor.

All forms from this RFP requiring signature must be included in the proposal.

## **RESPONSE FORMAT AND ORGANIZATION**

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

## **REQUIRED FORMS AND SIGNATURE PAGES**

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

## **COMPLETION OF REPONSES**

Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

## **QUANTITY AND IDENTIFICATION OF PROPOSALS SUBMITTED**

Each vendor must submit the following:

- **One (1) original un-bound, single-sided Proposal labeled as “ORIGINAL”**
- **Four (4) bound, double-sided Proposals**
- **One (1) electronic copy on a flash drive. Please have submittal on a flash drive divided into two documents: 1) the proposal; and 2) the cost.**
- The Vendor must mark on the envelope or box containing the proposal the follow information: **“25-P009R – Janitorial Services for the Gaillard and City Municipal Office Building”**
- Note the RFP identification number on the outside of the envelope or box
- All Proposals, including original, copies and the flash drive, shall be submitted together in one envelope or box
- Proposals must be submitted by mail or hand delivered to City of Charleston, Procurement Division, 75 Calhoun Street, Ste. 3500, Charleston, SC 29401, ATTN: 24-P009R

**No more than one proposal may be submitted by any Vendor.**

## **PROPOSAL EVALUATION PROCESS**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request may also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

### **PROPOSAL EVALUATION CRITERIA FACTORS**

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

#### **Criteria Factors**

- **Ability to provide routine services as well as non-routine (special events)**
- **Health & Safety Experience/Record**
- **Qualified Trained Staff**
- **Qualifications/Prior Experience (Work History)**
- **Company History/Financial Stability**
- **Provide information with whom you have similar experience**
- **Cost**

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

# **Janitorial Services City Municipal Office Building**

## **(MOB) Scope of Work for 2 George Street**

The City of Charleston is soliciting a Request for Proposal (RFP) for Janitorial Services at the Gaillard Performance Hall and the Gaillard Municipal Office Building. The awarded Contractor will furnish all labor, material, supplies (to include soap, paper products and can liners) and equipment needed to provide the required services. Janitorial Services will vary between daily, weekly, monthly and annually depending on the service required. Services will not only include routine custodial services, but will also include special events as needed.

Services shall include cleaning of all offices, conference rooms, common areas, including lobbies, hallways, waiting areas, janitorial closets, elevators (where applicable) stairwells and landings (where applicable), restrooms and restroom lobby areas.

There are approximately 150 employees in the Municipal Office Building.

### **Work Hours**

All work will be performed after normal business hours Monday through Friday except for City holidays and unless otherwise disclosed.

### **Disposal**

Debris, rubbish, non-hazardous waste and non-usable material resulting from the work under the contract, shall be disposed of by the Contractor at his/her expense off of the City's property.

Recyclables resulting from the work under the contract shall be disposed of properly.

### **Safety Requirements and Reports**

All work shall be conducted in a safe manner. The City will not provide safety equipment to the Contractor.

The Contractor shall submit to the Department a full report of damage to City property and/or equipment by the Contractor employees. All damage reports shall be submitted to the Contracts Coordinator in the Procurement Division within 24 hours of occurrence.

### **Security Requirements**

The Contractor shall comply with all facility security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall cause to be filled out questionnaires and other forms as may be required for security.

Neither the Contractor nor any of its employees shall disclose or cause to disseminate any information concerning the operations of the facility which could result in or increase the likelihood of the possibility of a breach of the facility's security or interrupt the continuity of its operations.

### **Contractor Employee Identification**

All employees shall have proper identification. This will enable them to be identified as employees of the Contractor.

The Contractor shall furnish sufficient personnel to perform all work specified within the contract.



### **Background Check**

The City of Charleston reserves the right to conduct criminal background checks on individuals assigned to this project to the maximum extent allowed by law.

### **Contractor Quality Control (Compliance)**

The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracts Coordinator, a Quality Control Plan for approval within fifteen (15) calendar days after award of the contract.

The Contractor's QCP shall provide top contract management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

- A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis and describe how inspections are to be conducted
- The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections and the extent of their responsibility
- Provisions for recording the results of inspections and for recording corrective action taken
- Provisions to update and revise the QCP during the performance of the contract

A file of all quality control inspections both performed and scheduled inspection results; dates and details of corrective actions taken shall be maintained by the Contractor through the term of the Contract. The file shall be the property of the City of Charleston and made available to the Contracts Coordinator during regular working hours. The file shall be turned over to the Contracts Coordinator within fifteen (15) days of completion/termination of the contract.

### **Consequences of Contractor's Failure to Perform Required Service**

The Contractor shall perform all of the contract requirements. The City will apply surveillance method mentioned below and will withhold payment for unsatisfactory or non-performed work. The City reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

- Random Sampling Method – The City may apply a random method to any contract requirement to determine Contractor compliance.
- Other Surveillance Methods – The City may apply other surveillance methods to determine Contractor compliance. These include, but are not limited to, 100% inspection, and planned inspections as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods.

Each phase of the work to be completed by the Contractor as a part of the contract is subject to inspection by the Contracts Coordinator or designee. All findings of unsatisfactory or non-performed work will be administered in accordance with the requirements of the contract.

The City will give the Contractor written notice of observed deficiencies for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The City may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the City for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

The City will allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the City. In case of daily work, corrective action must be completed within eight (8) hours of notice to the Contractor. In addition, the City can assess liquidated damages, as referenced above, in the amount of ten percent (10%) of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the contractor will be paid for satisfactorily re-performed work.

The City will deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work until the Contractor satisfactorily re-performs and completes the work.

If the City chooses to perform the work with City personnel or by other means, this amount will be deducted from the Contractor's invoice.

The Contractor is responsible for maintaining an effective Quality Control Plan during the course of the contract. Failure to maintain adequate control may result in termination for default.

Re-performance by the Contractor does not waive the City's right to terminate for non-performance. The City may terminate the contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the City, upon request, with adequate assurances of future performance.

### **Contractor Furnished Materials**

Materials supplied by the Contractor shall conform to the latest edition of the applicable specifications listed herein. Those not covered by specifications shall be of commercial grade and quality. The City is striving to be environmentally conscious. It is because of this that all cleaners should be environmentally friendly.

Toilet Supplies to be furnished by the Contractor shall conform to the requirements specified below.

Soaps for the restrooms shall conform to the following requirements.

Liquid soap for dispenser use shall be mildly scented, approximately 15% concentrate.

Paper Products shall conform to the following requirements.

Paper towels shall match and be of type to fit the existing paper towel dispensers.  
Paper towels shall be of commercial grade, highly absorbent, wet strength type.

Toilet Tissue shall conform to the following requirements.

Toilet tissue shall be medium-soft.  
Toilet tissue shall match and be of type to fit the existing toilet tissue dispensers.

Floor Products to be furnished by the Contractor shall conform to the requirements specified below.

Floor Cleaner shall conform to the following requirements.

Floor cleaner shall be mildly scented, medium-duty strength that will not strip wax from floors.

Floor Stripper shall conform to the following requirements.

Due to the diversity of floor types, floor stripper shall be the product recommended by the floor manufacturer for each type/make of flooring.

Floor Wax shall conform to the following requirements.

Floor wax for wood, terrazzo, ceramic, marble, and vinyl tile shall be general purpose that buffs to a bright satin luster.

Carpet Cleaning shall conform to the following requirements.

Carpets shall be vacuumed and spot cleaned only.

General Purpose Cleaner shall be an alkaline liquid detergent.

Cleaner Disinfectant Germicidal shall be general use janitorial disinfectant.

Glass Cleaner

Waste Can Liner shall be of proper size to fit the containers.

Urinal Cakes to be supplied and placed in urinals

### **Invoicing Instructions**

Contractor's invoices shall be submitted to the City's Accounts Payable Office in monthly intervals for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of a proper invoice and any required Contractor submittals, invoices will be processed for payment. The invoice must include the following information:

- a) Name and Address of Contractor
- b) Invoice Date
- c) Contract Number and Purchase Order Number
- d) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
- e) Payment terms and/or prompt payment discount terms.
- f) Name and address of Contractor official to whom payment is to be sent (must be the same as that of the Contractor on a proper notice of assignment).
- g) Name (where practicable), title, phone number and mailing address of person to be notified in the event of an improper invoice.
- h) Any other information or documentation required by the contract.

All kitchen areas are to be included in the cleaning except for the catering kitchen.

**Gaillard City Municipal Office Building****2 George Street****Charleston, SC 29403****96,903 Square Feet****(To be cleaned 5 days per week-as schedule dictates)****Monday – Friday 8am to 6pm**

<b>Service</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>
<b>Offices &amp; General Area – to include Lobby, etc.</b>				
Empty Waste Cans maintaining Unsoiled Liners	<b>X</b>			
Damp Wipe coffee rings, etc. from furniture (as needed)	<b>X</b>			
Dust exposed areas of furniture		<b>X</b>		
Clean and sanitize drinking fountains	<b>X</b>			
Low dust baseboards, chair rung, table legs, etc.		<b>X</b>		
High dust surfaces over 72” from the floor			<b>X</b>	
Spot clean walls so not to disturb finish (as needed)	<b>X</b>			
Spot clean lobby glass including front doors & partition glass	<b>X</b>			
Clean entire glass doors inside and out		<b>X</b>		
Dust Blinds		<b>X</b>		
Remove dust and cobwebs from ceiling			<b>X</b>	
Dust Mop hard floors or vacuum carpet door traffic areas only	<b>X</b>			
Dust Mop hard floors or vacuum carpet wall to wall		<b>X</b>		
Spot clean carpets (up to 2’ diameter) & furniture (as needed)	<b>X</b>			
Spot clean furniture (as needed)		<b>X</b>		
<b>Floors Hard Surfaces</b>				
Completely strip and refinish				<b>X</b>
Scrub and Recoat			<b>X</b>	
Buff			<b>X</b>	
Machine scrub restroom floors			<b>X</b>	
Lobby maintenance as specified			<b>X</b>	
<b>Windows</b>				
Clean exterior office windows				
Clean interior office windows			<b>X</b>	
<b>Restrooms</b>				
Clean, disinfect & polish all fixtures including toilet bowls, urinals, sinks	<b>X</b>			
Clean and polish mirrors	<b>X</b>			
Empty all trash cans and disposals, insert liners as needed, spot clean and sanitize container (inside & outside)	<b>X</b>			
Spot clean walls, doors & partitions	<b>X</b>			
Refill dispensers to normal limits – napkins, soap, tissue, towels, liners and covers <b>Supplies to be furnished by:</b>	<b>X</b>			
Low dust (36”) – window sills, moldings, ledges, shelves, frames, etc.		<b>X</b>		
Dust all air ducts		<b>X</b>		
High dust (to 72”) shelves, moldings, ledges, etc.			<b>X</b>	
Sweep and damp mop hard floors	<b>X</b>			
Vacuum carpet (if applicable)	<b>X</b>			

Flush floor drains with deodorizing disinfectant				
<b>General</b>				
Maintain janitor closet in neat and orderly fashion	X			
Clean and inspect equipment	X			
Observe building security and lighting procedures				
Notify building contact of any irregularities or equipment malfunctions	X			
Monitor and respond to Communication Log Book				
<b>Break Rooms – Kitchen Cafeteria</b>				
Damp clean and sanitize table tops, seats and back of chairs	X			
Damp clean pedestals and legs		X		
Clean and sanitize sinks, if free from dishes	X			
Empty and damp clean ashtrays				
Empty waste receptacles replacing liner	X			
Clean and sanitize drinking fountains	X			
Spot clean doors, frames, light switches, kick plates and interior glass	X			
Low dust (36”) and high dust (to 72”) all horizontal areas		X	X	
Clean entire interior glass in partitions and doors	X			
Dust mop hard floors	X			
Damp mop hard surface floors	X			
Vacuum carpeted areas	X			
Refill all dispensers	X			
Clean microwaves on outside	X			
Clean top of refrigerators		X		
Damp clean and dry countertops and under microwaves		X		
<b>Miscellaneous</b>				
Police stairwells; correct deficiencies	X			
Completely sweep or vacuum & mop stairwells		X		
Completely clean walls, doors, floors, and call buttons of elevator	X			
Vacuum elevator tracks		X		
Polish elevator tracks			X	
<b>Other</b>				
Lobby Area	X			

# **Scope of Work for 95 Calhoun Street**

## **INTRODUCTION**

The Gaillard Management Corporation with offices in Charleston, South Carolina, hereafter referred to as “**GMC**”, has developed the Scope of Work for 95 Calhoun Street in this Request for Proposal (RFP) to solicit proposals from qualified companies, firms or individuals interested in providing services to assist GMC, and more specifically the Charleston Gaillard Center “**Gaillard Center**”, with Janitorial Services for the GMC.

GMC is the management group, which provides overall management services under contract to the City of Charleston (The Owner). The Gaillard Center is a convention and performing arts facility owned by the City of Charleston, South Carolina. GMC intends to contract with the successful proposer to provide the services set forth herein.

## **Background**

This Charleston Gaillard Center, was completed in October of 2015 after nearly \$150 million construction, and is the region’s premier convention and exhibition venue. An estimated 200 event days were held from July 2018 through June 2019, with more than 150,000 guests having visited the Gaillard Center. The Gaillard Center comprises a 1,818 seat performance hall, and a nearly 13,000 sq. ft. exhibition hall in addition to four floors of joint lobby, meeting, and event areas.

Please go to [www.gaillardcenter.org](http://www.gaillardcenter.org) for further information.

The goals of GMC in offering an agreement for these services is to provide “best-in-class” Janitorial services that complement the GMC operational and event staff at the Gaillard Center.

## **Scope and Objectives**

It will be the sole responsibility of the Contractor to furnish the necessary labor, proper supervision, communication devices and cleaning equipment. Materials supplied by the Contractor shall conform to the latest edition of the applicable specifications listed herein. Those not covered by specifications shall be of commercial grade and quality.

The Contractor will be responsible for standard cleaning necessitated by the normal operations of the facility and special cleaning required for events that are held in the facility. The GMC will determine the hours for special cleaning.

## **GMC Furnished Materials**

Consumable products be furnished by GMC below:

- Toilet tissue
- Paper towels
- Can liners
- Hand soaps
- Hand sanitizer

## **Contractor Furnished Materials**

Floor Products to be furnished by the Contractor shall conform to the requirements specified below:

- Floor Cleaner, Stripper, and Finish brand and type shall be determined and/or approved by GMC.
- Carpet Cleaning solution brand and type shall be determined and/or approved by GMC.
- Carpets shall be vacuumed and spot cleaned regularly with periodic full washing.

Solution station with:

- General Purpose Cleaner shall be an alkaline liquid detergent.
- Cleaner Disinfectant Germicidal shall be general use janitorial disinfectant.
- Glass Cleaner
- Air Freshener
- Other materials to be agreed upon by the contractor and GMC.

## **Contractor Furnished Equipment**

The GMC requires that the Contractor supply the following professional grade equipment to guarantee proper cleaning and care for the facility.

- Ride-on vacuum that is safe for wool carpet to be used on large, carpeted areas to insure proper and consistent cleaning.
- Floor scrubber for terrazzo and VCT floor.
- Burnisher for terrazzo and VCT floor.
- 2 I-mops or equivalent
- 1-2 Whittaker carpet machines or equivalent
- 4 battery powered Backpack Vacuums (with extra batteries for hard surface and carpet floors with HEPA filtration.
- 4 Upright Vacuums for daily carpet cleaning

## **Standard Cleaning Requirements**

The GMC requires that the Contractor staff have employee coverage Monday through Friday from 0900-1700 that shall serve as a day porter and work alongside the GMC's facility supervisor. The contractor is to determine the number of staff for normal operations. There will be times that require start times to be adjusted for early events and to work some weekends during peak season. The evening shift needs to cover events throughout the season and manage the contracted cleaning tasks throughout the year. During the busy season from September through May, additional regular cleaning staff will be determined jointly by the Contractor and the GMC and shall be of a sufficient quantity to properly execute the outlined requirements to cover Saturday and Sunday morning events. Additional event staff may be necessary to complete the required event tasks related to the scheduled events. These tasks must be completed in time for the associated event.

The GMC, in association with the Contractor, will determine hours for the shifts and staff. It is expected that the Contractor will provide experienced and qualified persons to supervise each shift and inspect all areas cleaned to ensure GMC's expectations have been met prior to their departure. The following requirements for standard cleaning needs in all areas of facility include:

### **Floor Maintenance**

- When and where furniture or equipment must be moved, no items are to be stacked on top of desks, tables, windowsills, credenzas, or any other furniture subject to damage from such.
- Upon completion of service, furniture, furnishing, and equipment shall be returned to original position. Baseboards, walls, stair-risers, furniture, furnishings, and equipment shall not be splashed, disfigured, or damaged during floor maintenance service.
- After sweeping and damp mopping/floor scrubbing, all floors shall be clean and free of streaks. No dirt shall be left in corners, under furniture, behind doors, or on stair landings or treads.
- Floors shall be properly prepared by thorough sweeping to remove visible dirt, debris, gum, tar, or similar substances. On completion of mopping and scrubbing, floors must be clean and free of dirt, water streaks, mop marks or string. Floors must be rinsed properly and dry mopped to overall clean appearance, with all surfaces dry, corners and cracks clean. When scrubbing is required, it must be performed by the appropriate machinery or done by hand with a brush.
- Floors must be swept thoroughly and damp mopped or scrubbed as required, using a floor polishing machine with synthetic fiber pad and spray equipment containing the proper ratio of water and floor finish or other product recommended for this type of service. Pre-treat needed areas.

### **Floor Finishing**

- Floor finishing includes cleaning and applying finish to smooth finished concrete, rubber, vinyl, and linoleum, clay, and terrazzo floor surfaces.
- All floors shall be swept thoroughly; gum wads, tar, or other adhesive substances shall be removed.
- A concentrated liquid cleaner solution must be applied by mop and scrubbed with an electric polishing machine with scrub brush or medium grade scrubbing pad to remove all old finish or wax. Stubborn spots must be removed by hand with scouring pad dipped in solution. Corners and other areas the polishing machine cannot reach must be thoroughly cleaned by hand. Care must be exercised so baseboards, wall, and furniture are not splashed or marred. Solution must be removed with mop or water pick-up device and floor rinsed with clean water until all traces of solution are removed. The floor must be allowed to dry after rinsing.
- A number of coats of finish, to be determined by GMC, must be applied with sufficient drying time between coats. The last coat must be applied up to, but not touching, baseboard, and other coats to within four inches of baseboard.
- In the case of a delay or more than eight hours between stripping and the final finish, or between coats and the final finish, floor must be cleaned again to remove surface dirt and scuff marks that may have occurred in the interim.

### **Carpets and Rugs**

- A vacuum cleaner with working beater bar must be used to clean carpet and rugs of visible debris and dirt. Where applicable, nap shall lie in one direction. Surface should appear clean of debris or dirt.
- Vacuuming must be done first in one direction and then the opposite direction. This process is to remove both soil and residue at base. Carpet or rug must have clean appearance when nap is pushed back to reveal base.
- A blend of a solvent and detergent solution must be used to effectively remove spots. A vacuum-type machine must be used to apply hot cleaning solution and immediately remove it



from carpet or rug. Fibers must not be over-wetted and when solution is removed, should feel damp, but not wet. Rug or carpet fibers should have a clean, bright appearance.

- In all carpet and rug maintenance, care must be exercised to prevent damage or marring of furniture, furnishings, equipment, or trim by machinery or chemicals.

### **Restroom Floor Maintenance**

- Special attention must be given to floor areas around urinals and toilets to sanitize and eliminate odors, and removal of stains. When it is necessary to remove stains, floor will be scrubbed by hand utilizing a sanitizing, disinfectant cleaner. When completed, floor must have a clean appearance with no residue of cleaning material.

### **Walls and Surface Maintenance**

- Dust must be removed through the use of treated dust cloths or vacuum tools. When doing high cleaning, dust should not be allowed to fall onto furniture and/or equipment below. At completion of task, there must be no dust streaks. Corners, crevices, molding, trim and ledges must be free of dust. No oil spots or smudges must be left from dusting tools or cloths. When inspected, there must be few, if any, traces of dust on any surface.
- Clean, damp cloths or sponges must be used to remove all dirt, spots, streaks, or smudges from walls, glass, or other specified surfaces using a wetting solution with an appropriate cleaning agent. Surfaces must be dried or allowed to dry, as appropriate.
- If simple damp wiping and drying obtain a polished, bright appearance, damp wiping with a suitable cloth may perform bright metal polishing. Where damp wiping does not achieve bright and polished appearance, an appropriate metal polish must be applied and hand polished to a suitable luster.

### **Glass Cleaning**

- Routine Cleaning: a glass cleaner must be sprayed on concentrated oil, grease, dirt, grime, and such spots must be removed by hand scrubbing. Entire surface must then be sprayed with cleaner and wiped or squeegeed dry to a uniform, clean appearance.
- Washing: a solution of water and a cleaning agent must be used to thoroughly clean windows. After each washing, all glass must be free of dirt, grime, streaks, excessive moisture, and not be cloudy. Glassware moved for cleaning must be returned to original position. Sashes, sills, woodwork and other surroundings must be wiped free of dust, drippings and watermarks.

### **Porcelain Ware Cleaning**

- Routine Fixture Cleaning: drinking fountains, washbasins, urinals, toilets, and other such fixtures made of porcelain or stainless steel must be damp wiped and an appropriate cleaning agent used when needed and polished dry to a clean, bright appearance. No excess moisture must remain on fixture.
- Thorough Fixture Cleaning: an appropriate cleaning agent must be used on all fixtures to remove all dust, spots, stains, rust, mold, and encrustation. After this process, fixtures must be damp wiped, dried to remove excess moisture, and left clean and bright.
- No spots, drippings, watermarks, cleaning solution marks, or residues are to be left on walls or floors adjacent to fixtures following cleaning.

### **Policing**

- Trash Pickup: all trash, including empty bottles and paper debris, must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.

- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area surrounding spill.
- Routine Waste Basket Maintenance: contents of waste basket, including sanitary napkin receptacles and other disposals, must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liners must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Thorough Waste Basket Maintenance: basket shall be emptied as required above, and then damp wiped with disinfectant and dried to a clean finish. New liner must be placed in basket after thorough cleaning. No liner should be visible on the exterior of the receptacle. Unless otherwise instructed by GMC staff all trash receptacles must remain in their designated "house position."

### **High Cleaning**

- Wall Maintenance: high cleaning of walls involves cleaning of area above 72" from the floor. Type of cleaning required must be appropriate to thorough cleaning of type of wall surface and condition of walls in high area.
- Following high cleaning, walls, trim and wall mounted fixtures must be free of dust, cobwebs, grime, smudges and spots. Where dusting is involved, dust must not be allowed to fall from high areas onto surfaces below. Personnel performing high cleaning must observe all applicable safety rules and regulations.
- Routine Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted to remove accumulated dust and grime.
- Thorough Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted and then damp wiped. All dirt, spots, streaks, smudges, oil, and residues must be removed. Upon completion, fixture or vent must have clean appearance.
- Routine Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted and accumulated dirt and grime removed.
- Thorough Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted, damp wiped with an appropriate cleaning agent and dried.

### **Scheduled Frequencies – Daily Typical Requirements**

**General Instructions:** unless otherwise specified by GMC, all services listed under Daily Requirements must be performed in applicable areas, except where service of a less frequent nature that provides a more thorough cleaning is to be performed.

- **Restrooms:** sweep and damp mop floor with a disinfectant type cleaner. Vacuum carpet if applicable. Damp wipe all commodes, urinals, washbasins, waste receptacles, dispensers, wall surfaces and chromed pipes with a disinfectant type cleaner. Spot clean, damp wipe and/or dust other surfaces within reach, including walls, moldings, ledges, frames, etc. Perform routine cleaning of all glass and mirrors. Empty, clean, and disinfect all trash cans, sanitary napkin receptacles, and other disposals; replace soiled bags with new ones, collect soiled bags in separate containers for disposal with flammable trash. Contractor to replenish stock, bags, etc. Refill all dispensers to normal limits, including napkins, soap, tissue, towels, liners and covers.

- **Accessible Spaces:** (includes performance hall, ballrooms, meeting salons, dressing rooms, lobby spaces, offices, copy or conference rooms, kitchens, break room and adjacent internal corridors) empty wastebaskets and remove trash and recyclables to designated disposal area. Clean washbasins and mirrors, where applicable. Perform dusting and damp wiping, as indicated, for wall and surfaces maintenance, including dusting of horizontal surfaces. Perform routine vacuuming of carpets and rugs in doorways and high-traffic areas, and perform dust mop of all hard surface floors. Perform routine cleaning of glass walls or internal windows in high traffic areas. Perform damp wiping, with a disinfectant cleaner, all telephone mouth and earpieces.
- **Elevators:** wipe and clean glass and stainless components. Police elevators daily to remove trash, paper, dust and debris from the escalators. Polish bright metal surfaces in interior of car. Metal polish must be applied and hand polished to provide a suitable luster on all brass surfaces. Vacuum elevator tracks.
- **Outside Entrances:** police and sweep entrances, landings, steps, and adjacent sidewalk area. When applicable, perform routine cleaning of exterior side of entrance door glass and glass area surrounding entrance. Polish all brass to a high shine on both porticos.

#### **Scheduled Frequencies – Weekly Typical Requirements**

**General Instructions:** department must approve the schedule for performance of once per week tasks. Unless department otherwise specifies, all tasks required under Daily Requirements must still be performed, except where the nature of such daily task is replaced under this weekly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- **Restroom:** perform high cleaning on all walls and surfaces with a disinfectant type cleaner.
- **Accessible Areas:** perform damp wiping on all wall and horizontal surface areas within reach. Dust blinds. In breakroom, clean inside and outside of microwaves; clean top of refrigerator, and damp clean/dry countertops and under microwaves. Perform thorough vacuuming of all carpet and rug floors. Wet mop and scrub all resilient floors.

#### **Scheduled Frequencies – Monthly Typical Requirements**

**General Instructions:** department must approve the schedule for performance of once per month tasks. Unless department otherwise specifies, all tasks required under Daily or Weekly Requirements must still be performed, except where the nature of such daily or weekly task is replaced under this monthly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- **Restroom:** perform thorough fixture cleaning as described in the Minimum Cleaning Quality Requirement for Porcelain Ware. Perform light fixture and vent cleaning as described in High Cleaning minimum requirements.
- **Accessible Areas:** perform high cleaning on all wall and horizontal surface areas. Dust all vertical surfaces and under surfaces, such as desk knee wells, chair rungs, table legs, lampshades. Perform periodic spray buffing on all resilient floors. Perform routine light fixture and vent cleaning. Perform routine office partition and screen cleaning. Spot clean all carpet and rug areas. Bonnet or extraction clean all spots.
- **Corridors:** perform high cleaning on walls. Perform glass washing on full glass areas of entrance doors, glass surrounding entrance doors, and glass areas leading off corridors.
- **Corridors, staircases and stairwells:** police area. Wet mop and scrub hard floors; damp mop and spray buff resilient floors.

### **Scheduled Frequencies – Quarterly Typical Requirements**

**General Instructions:** Department must approve the schedule for performance on quarterly tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, or monthly requirements must still be performed, except where the nature of such daily, weekly, or monthly tasks are replaced under this quarterly schedule or a less frequent schedule by more thorough cleaning tasks for the same purpose.

- **Restrooms:** damp wipe entire surface area of stall partitions, door frames, and sills with a disinfectant type cleaner. Wash all waste receptacles with disinfectant. Flush floor drains with deodorizing disinfectant.
- **Accessible Areas:** perform thorough light fixture and vent cleaning. Perform thorough office partition and screen cleaning. Perform thorough wastebasket maintenance.
- **Corridors:** sweep, strip, and finish resilient floors in high-traffic areas. Perform bright metal polishing on metal door thresholds.

### **Scheduled Frequencies – Semi-Annual Typical Requirements**

**General Instructions:** Department must approve the schedule for performance of semi-annual tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, monthly, or quarterly requirements must be performed, except the nature of such daily, weekly, monthly, or quarterly tasks replaced under this semi-annual schedule by a more thorough cleaning task for the same purpose.

- **All Areas:** cornice boards and blinds cleaning. Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors. Perform bonnet clean or dirt extraction on all carpet and rug areas.

### **Miscellaneous Requirements**

- Some areas will require twice-a-day cleaning. Such areas are to be mutually agreed upon by Contractor and GMC.
- Appropriate finishing must be performed on all floors during the first sixty days of contract commencement, and on a schedule approved by department.
- In instances where restrooms are cleaned during hours in which building occupants are present, male restrooms must be cleaned by males and female restrooms cleaned by females.
- The Contractor's personnel shall report to the GMC, through Contractor's representative, any hazardous conditions or items in need of repair observed during work. The Contractor's personnel shall turn off lights when not use, unless otherwise instructed.
- The Contractor's personnel will lock all rooms after cleaning and return keys to Contractor's representative, unless otherwise instructed. The Contractor's personnel shall turn in to Security, through Contractor's representative, any articles found in the building. Contractor's personnel shall report to Security, through Contractor's representative, any suspicious circumstances observed during performance of work, which appears to threaten the security of the building.
- The Contractor's personnel shall report to Security, through Contractor's representative, immediately upon the discovery of the loss of any keys to building areas.
- The Contractor's personnel shall maintain janitor closet in a neat and orderly fashion, and will clean, inspect and properly maintain all equipment. Contractor's personnel shall notify the GMC of any irregularities or equipment malfunctions.

### **Monitoring**

- The GMC shall furnish the Contractor floor plans of the facility with a designation of areas to be cleaned.

- The Contractor may be required to review various monitoring reports with Security, or others assigned to perform monitoring for Security in order to resolve cleaning problems in the facility.

### **Event Cleaning Requirements**

The GMC requires that the Contractor furnish appropriate staff to perform the cleaning needs before, during and after the hours an event or events are being held at the GMC.

The Contractor will be required to furnish adequate staff for the cleaning of the facility during event hours. GMC management, prior to an event, will approve all staffing amounts and schedules.

The minimum requirements for cleaning the facility during an event include, but are not limited to, the following:

- Light cleaning of all public restrooms to include maintaining clean mirrors and countertops, maintaining clean urinals and commodes, sweep floors, mop if needed, maintaining stocked paper towel dispensers, soap dispensers, toilet paper dispensers and sanitary dispensers.
- Trash Pickup: all trash, including empty bottles and paper debris must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Mop up spills as needed.

### **Staffing and Training**

1. All janitorial services personnel must adhere to the strict uniform and appearance guidelines set forth by the GMC.
2. Janitorial services personnel assigned to the GMC must be able to read, understand and follow the specific orders and event information for the GMC. They must be able to communicate effectively both orally and in writing.
3. Janitorial services personnel must remain alert and pay attention to their surroundings. In addition to their normal responsibilities, they should report safety hazards or conditions requiring repairs to GMC management.
4. All janitorial services personnel must meet the following requirements:
  - a. 21 years of age or older;
  - b. High school graduate or must have obtained a Graduate Equivalency Diploma;
  - c. Able to speak, understand, read and write the English language sufficiently to complete reports stating facts in a clear and concise manner;
  - d. Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted per State licensing requirements;
  - e. Not have been convicted in any jurisdiction of a Class A misdemeanor during the last five (5) years;

- f. Not have any pending, unresolved, or un-adjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
- g. Not be required to register in this or any other state as a sex offender;
- h. Have no outstanding warrants;
- i. Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
- j. Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all janitorial services personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any janitorial services personnel or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at the GMC;
- k. Not have been discharged from the armed services of the United States under other than honorable conditions;
- l. Must be able to physically perform the specific requirements of the position to which they are assigned;
- m. Trained to perform duties in a complex the size of the GMC;
- n. Maintain a neat and well-groomed appearance at all times in accordance with Contractor's uniform and grooming policy, which is subject to Director's approval;
- o. Have ability to exercise good judgment; and, have ability to maintain a high level of performance

#### **Contractor Quality Control (Compliance)**

The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to GMC management a Quality Control Plan for approval within fifteen (15) calendar days after award of the contract.

The Contractor's QCP shall provide top contract management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

- A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis and describe how inspections are to be conducted
- The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections and the extent of their responsibility
- Provisions for recording the results of inspections and for recording corrective action taken
- Provisions to update and revise the QCP during the performance of the contract

A file of all quality control inspections both performed and scheduled inspection results; dates and details of corrective actions taken shall be maintained by the Contractor through the term of the Contract. The file shall be the property of the GMC and made available to GMC management during regular working hours. The file shall be turned over to the GMC within fifteen (15) days of completion/termination of the contract.

### **Consequences of Contractor's Failure to Perform Required Service**

The Contractor shall perform all of the contract requirements. The GMC will apply surveillance methods mentioned below and will withhold payment for unsatisfactory or non-performed work. The GMC reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

- Random Sampling Method – The GMC may apply a random method to any contract requirement to determine Contractor compliance.
- Other Surveillance Methods – The GMC may apply other surveillance methods to determine Contractor compliance. These include, but are not limited to, 100% inspection, and planned inspections as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods.

Each phase of the work to be completed by the Contractor as a part of the contract is subject to inspection by GMC management. All findings of unsatisfactory or non-performed work will be administered in accordance with the requirements of the contract.

The GMC will give the Contractor written notice of observed deficiencies for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The GMC may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the GMC for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

The GMC will allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to GMC. In case of daily work, corrective action must be completed within eight (8) hours of notice to the Contractor. In addition, the GMC can assess liquidated damages, as referenced above, in the amount of ten percent (10%) of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the contractor will be paid for satisfactorily re-performed work.

The GMC will deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work until the Contractor satisfactorily re-performs and completes the work.

If the GMC chooses to perform the work with GMC personnel or by other means, this amount will be deducted from the Contractor's invoice.

The Contractor is responsible for maintaining an effective Quality Control Plan during the course of the contract. Failure to maintain adequate control may result in termination for default.

Re-performance by the Contractor does not waive the GMC's right to terminate for non-performance. The GMC may terminate the contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the City, upon request, with adequate assurances of future performance.

There are approximately 43 full time staff members, 1,818 seat theatre. There are an average of 2-4 performances per week and a 13, 000 square foot ballroom that seats between 750 and 1000 patrons with an average of 2 – 3 events per week. The upcoming 2025-2026 season is going to have 100 plus events in the performance hall and 75 plus events in the exhibit hall lasting 134 days.

<b>GMC Supply Average</b>		
<b>Product</b>	<b>Weekly</b>	<b>Event</b>
2-Ply Toilet Paper	48 Rolls	48 Rolls
Jumbo Roll Toilet Paper		2 Rolls
Multi Fold Towels	16 Packs	16 Packs
Stainless Steel Polish	6 Cans	2 Cans
Urinal Screens	Changed Monthly (26 Urinals)	
24 x 33 Clear (Rolls) Bathrooms	4 Rolls	2 Rolls
43 x 47 Black (Singles) Big Rolling	2 Rolls	1 Roll
33 x 40 Clear (Rolls) Recycling	4 Rolls	4 Rolls
33 x 39 Black (Rolls) Waste	5 Rolls	5 Rolls
Sanitary Liners		20 Bags
Auto Soap Refills – 1600 ML	2 Bottles	2 Bottles
Not an exhaustive list of supplies		



**Gaillard Performance Center****95 Calhoun Street****Charleston, SC 29403****Estimated Square Footage: 180,000 + sq. ft.****(To be cleaned 5 days per week – as schedule dictates; and as needed for events – as described)**

Service	Daily	Weekly	Monthly	Quarterly	Semi-Annual
<b>Restrooms</b>					
Standard Restroom Floor Maintenance, including sweep, damp mop and disinfect floors	<b>X</b>				
Vacuum carpet (if applicable)	<b>X</b>				
Routine Fixture Cleaning	<b>X</b>				
Routine Glass Cleaning	<b>X</b>				
Trash Pickup	<b>X</b>				
Spillage Removal	<b>X</b>				
Routine Waste Basket Maintenance	<b>X</b>				
Refill dispensers to normal limits (i.e. soap, tissue, towels, etc.)	<b>X</b>				
Spot clean, damp wipe and/or dust wall surfaces and other surfaces within reach, including walls, moldings, ledges, frames, etc.	<b>X</b>				
High Cleaning (including disinfectant) Wall Maintenance and on all surfaces		<b>X</b>			
Thorough Fixture Cleaning			<b>X</b>		
Routine Light Fixture and Vent Cleaning			<b>X</b>		
Damp wipe with disinfectant all stalls, stall partitions, sills, and door frames				<b>X</b>	
Thorough Waste Basket Maintenance				<b>X</b>	
Flush floor drains with deodorizing disinfectant				<b>X</b>	
Perform curtains, drapes, cornice boards and blinds cleaning.					<b>X</b>
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					<b>X</b>
Perform bonnet clean or dirt extraction on all carpet and rug areas					<b>X</b>
<b>Accessible Spaces</b>					
Trash Pickup	<b>X</b>				
Spillage Removal	<b>X</b>				
Routine Waste Basket Maintenance	<b>X</b>				
Routine Fixture Cleaning (in break and kitchen areas, water fountains, etc.)	<b>X</b>				

Routine Glass Cleaning & Washing (including inside and outside of all glass doors, inside of windows, etc.)	<b>X</b>				
Low dust and damp wipe walls and surfaces	<b>X</b>				
Routine vacuuming of carpets and rugs in high-traffic areas	<b>X</b>				
Standard floor maintenance, including a minimum of a dust mop on all hard surface floors.	<b>X</b>				
Routine cleaning of glass walls and internal windows	<b>X</b>				
Damp wipe and disinfect telephone receivers (ear and mouth pieces)	<b>X</b>				
Spot clean furniture (as needed)	<b>X</b>				
Low cleaning (areas within reach) including damp wipe on walls and horizontal surfaces		<b>X</b>			
Thorough vacuuming of all carpeting and rugs (including wall-to-wall)		<b>X</b>			
Wet mop and scrub all resilient floors.		<b>X</b>			
Dust blinds		<b>X</b>			
Clean inside and outside of microwaves		<b>X</b>			
Clean top of refrigerators		<b>X</b>			
Damp clean and dry countertops and under microwaves		<b>X</b>			
High Cleaning on all walls and horizontal surfaces			<b>X</b>		
Thorough dusting of all vertical surfaces, under surfaces, etc.			<b>X</b>		
Routine Light Fixture and Vent Cleaning			<b>X</b>		
Routine Office Partitions and Screen Cleaning			<b>X</b>		
Spot clean rugs and carpets (up to 2' diameter)			<b>X</b>		
Bonnet or extraction clean all spots			<b>X</b>		
Thorough Light Fixture and Vent Cleaning				<b>X</b>	
Thorough Office Partitions and Screen Cleaning				<b>X</b>	
Thorough Waste Basket Maintenance				<b>X</b>	
Perform curtains, drapes, cornice boards and blinds cleaning.					<b>X</b>
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					<b>X</b>
Perform bonnet clean or dirt extraction on all carpet and rug areas					<b>X</b>

<b>Elevators</b>					
Wipe and clean glass, stainless and brass components	<b>X</b>				
Polish brass surfaces to maintain a suitable luster	<b>X</b>				
Police elevators; remove trash, paper, dust, and debris, and correct other deficiencies	<b>X</b>				
Vacuum elevator tracks	<b>X</b>				
Routine Floor Maintenance	<b>X</b>				
Perform curtains, drapes, cornice boards and blinds cleaning.					<b>X</b>
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					<b>X</b>
Perform bonnet clean or dirt extraction on all carpet and rug areas					<b>X</b>
<b>Corridors, Staircases and Stairwells</b>					
Perform Standard Policing (for trash, spills, etc.)	<b>X</b>				
Wet mop and scrub hard floors; damp mop and spray buff resilient floors.	<b>X</b>				
Spot clean furniture (as needed)	<b>X</b>				
Perform High Cleaning on walls					
Perform Routine Glass Washing on full glass entry doors, glass surrounding entry doors, and glass areas off corridors.			<b>X</b>		
Sweep, strip and finish resilient floors in high-traffic areas				<b>X</b>	
Perform bright metal polishing on metal door thresholds				<b>X</b>	
Perform curtains, drapes, cornice boards and blinds cleaning.					<b>X</b>
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					<b>X</b>
Perform bonnet clean or dirt extraction on all carpet and rug areas					<b>X</b>
<b>Outside Entrances</b>					
Perform Standard Policing (for trash, spills, etc.)	<b>X</b>				
Sweep entrances, landings, steps, and adjacent sidewalk area	<b>X</b>				
Routine Glass Cleaning of entrance door glass and glass area surrounding entrance	<b>X</b>				
Polish brass to high shine on both porticos	<b>X</b>				

<b>General</b>					
Maintain janitor closet in neat and orderly fashion	<b>X</b>				
Clean and inspect equipment	<b>X</b>				
Observe building security and lighting procedures	<b>X</b>				
Notify building contact of any irregularities or equipment malfunctions	<b>X</b>				
<b>Floors - Hard Surfaces (General)</b>					
Sweep and Dust Mop	<b>X</b>				
Wet Mop and scrub resilient floors	<b>X</b>				
Lobby maintenance as specified	<b>X</b>				
Spray buffing on resilient floors		<b>X</b>			
Machine scrub restroom floors		<b>X</b>			
Buff floors			<b>X</b>		
Scrub and recoat floors				<b>X</b>	
Completely strip and refinish resilient floors (in high traffic areas)					<b>X</b>
<b>Event Cleaning</b>					
Light cleaning of public restrooms and maintaining full stock of disposable supplies (soap, toilet paper, etc.)	<b>On an as-needed basis</b>				
Policing of Track Pickup	<b>On an as-needed basis</b>				
Policing of Spillage Removal	<b>On an as-needed basis</b>				
Routing Waste Basket Maintenance	<b>On an as-needed basis</b>				

<b>Proposal Number:</b> 25-P009R	<b>Proposals will be received until:</b> June 26, 2025 @ 12:30pm
<b>Proposal Title:</b> Janitorial Services for the Gaillard and City Municipal Office Building	
<b>Non-Mandatory Pre-Proposal:</b> June 10, 2025 @ 9:30am – Gaillard Center	
<b>Mailing Date:</b> May 29, 2025	<b>Direct Inquiries to:</b> Robin B. Robinson

### **CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

\_\_\_\_\_  
Company Name  
As registered with the IRS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone Number/Toll Free Also (If Available)

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID (FEIN)/SS Number

\_\_\_\_\_  
SC Sales Tax Number

**Minority or Women-Owned Business:**

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes      ☐ No

If so, please provide a copy of your certificate with your response.

## **NO PROPOSAL RESPONSE FORM**

<b>Proposal Number:</b> 25-P009R <b>Proposals will be received until:</b> June 26, 2025 @ 12:30pm	
<b>Proposal Title:</b> Janitorial Services for the Gaillard and City Municipal Office Building	
<b>Non-Mandatory Pre-Proposal:</b> June 10, 2025 @ 9:30am – Gaillard Center	
<b>Mailing Date:</b> May 29, 2025	<b>Direct Inquiries to:</b> Robin B. Robinson
<b>Vendor Name:</b>	<b>FEIN/SS#:</b>
<b>Vendor Address:</b>	
<b>City – State – Zip:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
<b>Authorized Signature:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must sent in if not sending in a submission.</b>	

To submit a **“No Proposal”** response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

---

Please check statement(s) applicable to your **“No Proposal”** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# References

Offerors must supply a minimum of three (3) references for which they have provided the same or similar services being requested in the Scope of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>Address:</b> _____ _____ <b>Phone/Fax:</b> _____ <b>Email:</b> _____

## MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% MWBE participation as the goal for this project. In order to meet this goal, the MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office or a reciprocal certification at the time of execution of the contract. All bidders must document the extent of their effort to meet this goal by completing the MWBE Compliance Affidavits below.

A list of certified minority and women-owned firms can be found on the City of Charleston's web site [www.charleston-sc.gov](http://www.charleston-sc.gov) under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, [jordanr@charleston-sc.gov](mailto:jordanr@charleston-sc.gov).

### **COMPLIANCE REQUIREMENTS:**

The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions. All Bidders must provide either (a) Affidavits A and B or (b) Affidavit C. If a Bidder provides Affidavit C, the Bidder does not need to provide Affidavits A or C.

- ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

**AND**

- ☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

**OR**

- ☐ **Affidavit C – *Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness



**AFFIDAVIT A**  
**Page 1 of 2**

**City of Charleston, South Carolina Listing of the Good Faith Effort**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:**

*(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")*

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

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

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

# AFFIDAVIT A

Page 2 of 2

## City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, \_\_\_\_\_, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<b>1. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>2. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>3. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>4. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Notary Public for the State of \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

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

**Notary Seal:**

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

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

## AFFIDAVIT B

### City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

Affidavit of \_\_\_\_\_, I hereby certify that on the  
(Name of Bidder)

\_\_\_\_\_, Total Project Amount \$ \_\_\_\_\_  
(Project Name)

I will make a good faith effort to expend a minimum of \_\_\_\_\_% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: \_\_\_\_\_ %      \$ \_\_\_\_\_

\* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**);  
Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

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

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

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Notary Seal:**

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

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

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

## AFFIDAVIT C

### City of Charleston, South Carolina Intent to Perform Contract with Own Workforce.

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

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

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

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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

**Notary Seal:**

## **INSURANCE REQUIREMENTS**

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property, which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
  - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
  - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
  - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
  - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law and employer’s liability limits of \$100,000 per accident.
  - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and

- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the City of Charleston.

- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston  
Procurement Division  
75 Calhoun Street, Ste. 3500  
Charleston, SC 29401

## **INSTRUCTIONS TO OFFERORS**

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

**All pages that require a Signature shall be included with the proposal. Failure to include these required pages may result in the proposal being deemed Non-Responsive.**

2. Offerors must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Proposals should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.



8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: [www.charleston-sc.gov](http://www.charleston-sc.gov), then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.
15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. **GRATUITIES AND KICKBACKS**
  - A) **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

- A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.
- E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, [www.charleston-sc.gov](http://www.charleston-sc.gov). All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) The City may choose to award to more than one vendor if it is in the best interest of the City.
- E) Final approval may rest with members of the City Council for the City of Charleston.
- F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest

of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificate(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

The Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

- B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled

to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor 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 the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror.



If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at <http://charleston-sc.gov/index.aspx?nid=246>. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388. The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor 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 contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, 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 contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. CONTRACT TERMS

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.**

**SEALED BID ☐ DO NOT OPEN**

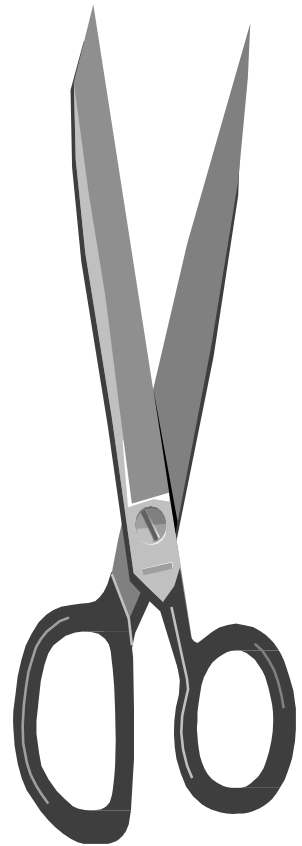
**SEALED BID NO.: 25-P009R**

**BID TITLE: Janitorial Services for the Gaillard and City  
Municipal Office Building**

**DUE DATE/TIME: June 26, 2025 @ 12:30 pm E S T**

**SUBMITTED BY: \_\_\_\_\_  
(Name of Company)**

**DELIVER TO:** City of Charleston  
Procurement Division  
75 Calhoun Street, Ste. 3500  
Charleston, SC 29401



## **Submittal Checklist**

\_\_\_\_\_ Responses shall be mailed/delivered in a sealed envelope to the City's Procurement Division no later than and time as shown in this solicitation.

<https://www.charleston-sc.gov/Bids.aspx?CatID=17>

\_\_\_\_\_ Did an authorized company representative sign:

- The front page of this solicitation?
- The Certificate of Familiarity?
- The WMBE Compliance Provisions form?
- The applicable WMBE Affidavit (and had notarized)?
- The bottom portion of this page?

\_\_\_\_\_ Did an authorized company representative sign the Certificate of Familiarity?

\_\_\_\_\_ Did you include references if required?

\_\_\_\_\_ Did you provide a copy of your Certificate of Insurance, if required?

\_\_\_\_\_ Did you check the City's website for any addenda and include a signed copy of each with your response?

\_\_\_\_\_ Did you complete and include pricing sheets, if included?

\_\_\_\_\_ Did you double check to make sure you have included everything requested in this solicitation?

Payment Terms: **NET 30** Federal ID/SS: \_\_\_\_\_ Unique Entity ID: \_\_\_\_\_

A/R Point of Contact (Name, Phone & Email): \_\_\_\_\_

Company Legal Name & DBA: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Person Authorized to Sign: \_\_\_\_\_ Date: \_\_\_\_\_

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

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

**This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.**