



Custodial Services Invitation For Bids

Charleston, South Carolina
Date: March 18, 2019

Due Date: March 29, 2019
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
1362 McMillan Ave, Suite 100
North Charleston, SC 29405

Invitation for Bids

Solicitation #COG2019-03

Custodial Services

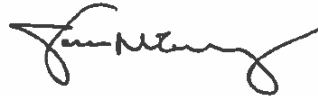
March 18, 2019

Invitation for Bids from qualified companies will be received by the Berkeley Charleston Dorchester Council of Governments (BCDCOG), 1362 McMillan Ave Suite 100 North Charleston, SC 29405 **for Custodial Services at their office building located at 5790 Casper Padgett Way North Charleston, SC 29406**

Bids will be received until **3:00 P.M., local time, March 29, 2019**, after which time will be publicly opened and read.

This solicitation does not commit Berkeley Charleston Dorchester Council of Governments (BCDCOG) to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interests of Berkeley Charleston Dorchester Council of Governments (BCDCOG) to do so.

Sincerely,



Jason M. McGarry
Contracts/Procurement Administrator
BCD Council of Governments

INTRODUCTION

Berkeley Charleston Dorchester Council of Governments (BCDCOG) is seeking bids for Custodial Services at their corporate office located at 5790 Casper Padgett Way North Charleston, SC 29406.

BACKGROUND

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is a regional agency, which serves a three-county area in South Carolina. BCDCOG offers a wide variety of planning, economic development and social services in order to aid in the orderly growth and development of the area. The BCDCOG's primary objectives are to assist local governments develop local and regional plans within the tri-county region, as well as providing local governments with planning and technical support to improve the quality of life in the region. Please visit our website <http://bcdcog.com/> for additional information.

SPECIAL INSTRUCTIONS

A. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 P.M. EST, March 29, 2019**, after which time will be publicly opened and read.

B. TIME/TERM OF AGREEMENT:

The agreement resulting from this solicitation will be for a period of one (1) year, effective from the date of issuance of the Notice to Proceed and may be renewed for four (4) additional consecutive one year terms.

C. SCOPE OF SERVICES

To provide BCD Council of Governments with Custodial Services for its office located in North Charleston, SC.

1. General

The BCDCOG seeks a Contractor(s) to provide Custodial Services for its office building in North Charleston, SC. Contractor will furnish all labor, uniforms, badges, materials, equipment, transportation, supervision, and management required to provide Custodial Services in accordance with all terms and conditions of this IFB. Contractor shall perform all required duties as defined below.

This is a performance based, all inclusive custodial service contract. Performance Based Contracts clearly spell out the desired end result expected of the contractor. The manner in which the work is to be done is left up to the contractor. Contractors are given as much freedom as possible in figuring out how best to meet the BCDCOG's performance objective. It is important that the Contractor clearly define all aspects of service to reach the outcome desired by the BCDCOG.

The BCDCOG is requiring that the Contractor(s) adhere to the specifications set forth as a minimum and performs the requirements with expertise, knowledge, and capability with minimal monitoring by the BCDCOG.

The premises shall be maintained with nothing but the highest standards at no less than the frequencies set forth herein. The frequencies indicated herein are general, minimum requirements for the purposes of identifying overall maintenance frequencies. In short, the building should be cleaned consistently, depending on traffic and usage; this may mean more service above the minimum. No extra compensation is to be paid. This is a performance based contract. The specific site evaluation frequencies shall govern.

The premises shall be maintained with a clean appearance, and all work shall be performed in a professional, workman like manner using quality equipment and materials.

There are no specific security procedures that would cause delays or added costs for the Contractor. The BCDCOG may require security checks on any and all employees at any given time prior to commencement and throughout the life of the contract.

The omission of a requirement does not relieve the Contractor from the requirement to perform the services needed. This is an all-inclusive service contract, that is, all Custodial Services are to be included, and there shall be no additional cost for technical requirements that have been inadvertently omitted.

2. Outcome Standards (Required Results) for Performance Based Services

A. Entrances (LOBBY AREA/WAITING AREA)

Tile and Carpet - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and cleaner residue. **Carpet will be vacuumed daily.** Carpet shampooing will be on an as needed basis as requested by BCDCOG.

Glass and Metal Surfaces - Shall appear streak free, film free, and uniformly clean. This shall include the elimination of dust and soil from the sills and ledges, and heat registers.

Corners and Thresholds - Shall be free of dust and cobwebs, dried-soil, crud, finish buildup, and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried slurry.

Floors and Cove Bases- shall be free of dust, cobwebs, dried soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistently high shine, unless otherwise directed by the BCDCOG. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue and film. **Floors will be mopped daily.**

Walls and Fixtures - Shall be free of dust, cobwebs, dried soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue. Walls behind waste and trash cans need to be clean.

Tables and Chairs – Shall be wiped down daily, preferably with anti-bacterial solution. Any chairs found soiled beyond general cleaning shall be reported to the Office Manager.

B. Corridors

Floors, Carpets and Cove Bases - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistently high shine, unless otherwise directed by the BCDCOG. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue and film. **Carpets will be vacuumed daily. Floors will be mopped daily.**

Walls and Fixtures - Shall be free of dust, cobwebs, dried soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue. Walls behind waste and trash cans need to be clean.

Water Fountains- Shall be free of dust, cobwebs, soil, scale, and water spots without causing damage.

Bright work shall be disinfected and polished to a streak free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

C. Restrooms

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross infection is considered to be of the highest priority by the BCDCOG. Sanitation levels shall be closely monitored by inspection, and approved testing methods. **Restrooms will be cleaned daily.**

Dispensers - Shall be free of dust, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Dispensers shall be refilled when required with proper expendable supplies. Supplies shall be properly installed so that soap ejects freely and paper towels dispense as intended. This means that when replenishing towels, they are interconnected to the last towel in the dispenser.

Hardware - Shall be free of dust, soil, bacteria, and scale without causing damage. Bright work shall appear visibly clean, disinfected and polished to a streak free shine. This shall include the elimination of polish residue.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly clean, and polished dry. This shall include the elimination of streaks, embedded soil, and film and water spots.

Mirrors - Shall be free of dust and soil. Mirrors surrounding metal frame work shall appear streak free, film free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, cobwebs and bacteria, soil, organic matter, cleaner residue, and scale without causing damage. These fixtures shall appear visibly clean, disinfected and polished dry. This shall include elimination of streaks and film.

Partitions - Shall be free of dust, cobwebs, soil, and markings without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished dry. This shall include the elimination of streaks and film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be clean and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue.

Floors and Baseboards - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistently high shine, unless otherwise directed by the BCDCOG. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue and film.

Air Vents - Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs, soil and stains without causing damage. Diffusers shall be returned to proper position, and they shall appear film free, streak free, and uniformly clean.

D. Offices

Furniture and Equipment - Shall be free of dust, cobwebs, dried soil, and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks, and film.

Telephones - Shall be free of dust and soil. They shall appear visibly and uniformly clean, and polished dry. Cradle, earpiece, and mouthpiece should be sanitized.

Lamps- Shall be free of dust, cobwebs, dried soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak free, film free and uniformly clean. Bright metal surfaces shall be polished to a high shine. This shall include the elimination of polish residue and or film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be clean and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container.

Partitions - Shall be free of dust, cobwebs, soil, and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks and film.

Floors, carpets and Cove Bases - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue and film. **Carpets shall be vacuumed daily.**

E. Windows

Glass - Shall be free of dust, cobwebs, and soil, without causing damage. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film, and cleaner residue. This applies to inside & outside of the windows.

F. Kitchen and Break rooms

Cabinets, refrigerators, range tops and doors, and microwaves - exterior tops, sides and front shall be clean and free of dust, soil, cleaner residue and soap film. **Microwaves shall be wiped out daily.**

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be clean and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container. Walls adjacent to containers require special attention and need to clean.

Floors, carpets and Cove Bases - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistently high shine, unless otherwise directed by the BCDCOG. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue. Walls behind waste and trash cans need to be clean.

Air Vents - Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs, soil and stains without causing damage. Diffusers shall be returned to proper position, and they shall appear film free, streak free, and uniformly clean.

Ceilings - all cobwebs shall be removed.

Range exterior/cook top/oven, microwave interior and refrigerator interior shall be defined as additional services for an additional fee.

Tables and Chairs – Shall be wiped down daily. Any chairs soiled beyond general cleaning should be reported to the Office Manager.

G. Janitor Closet and Store Rooms

Shelves - Shelves shall be free of dust, cobwebs, dried soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked and organized, neatly on shelves where available.

Janitorial Carts - Shall be free of dust, cobwebs, dried soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall be free of dust and soil, and organized, neatly.

Walls - Shall be free of dust, cobwebs, dried soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

Utility Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly clean, and polished dry. This shall include the elimination of streaks, embedded soil, and film and water spots.

Bright Work shall be cleaned, descaled, and polished.

Floors - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue and film.

H. Trash

All trash cans shall be emptied daily.

Outside Dumpsters - Trash bags, boxes and other debris shall be disposed of in dumpsters provided. No loose items shall be placed next to dumpsters. Exterior of dumpsters shall be policed for trash and debris.

I. Exterior of Building

Clean Building Entrance Areas: Clean to ten (10) feet of outside building **perimeter** by sweeping concrete surfaces, wooden ramp, removing trash, leaves, grass, and other litter,. Clean mats by sweeping free of loose dirt and other foreign matter.

3. **Contractor's Performance**

A. Requirements

The Custodial Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools (and maintenance), cleaning chemicals, supplies, floor mats, and other accessories required to perform the custodial services at the BCDCOG's facilities designated in the Scope of this IFB. All work shall be performed in strict accordance with the conditions, provisions, standards, and Scope of Services described herein.

B. Quality and Acceptability of Work

The BCDCOG or authorized representative shall decide all questions which may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion

of the authorized representative, performance becomes unsatisfactory, the BCDCOG shall notify the Contractor, its authorized representatives, or agents.

C. Contacting the Contractor

From one (1) hour before the work shift through one (1) hour after each work shift, the Contractor must have a telephone, and the Contractor must call back within sixty (60) minutes of the originating call.

D. Inspection Method

Periodic Inspection will be made by an authorized representative of the BCDCOG. The BCDCOG will undertake a planned sampling method to evaluate Contractor performance. The BCDCOG will evaluate tasks selected on other than 100 percent or random sampling basis. A predetermined plan for inspecting part of the work will be established using a subjective judgment to determine what work to inspect and how frequently to inspect it.

For example: The BCDCOG's authorized representative shall randomly inspect and evaluate the compliance of the custodial work for contract compliance against the required results as defined in the contract.

E. Unsatisfactory Cleaning Performance

Upon notice of unsatisfactory cleaning performance, the Contractor will have two (2) hours from that time to initiate corrective action in any specific instance of unsatisfactory cleaning performance.

In the event the Contractor has not responded within the allotted sixty (60) minutes to telephone contact, or the Contractor has not initiated corrective action for the unsatisfactory cleaning performance within the two (2)-hour time frame after notification as described above, the BCDCOG has the right to immediately complete the work to its satisfaction, through use of BCDCOG employees at a rate equal to the employee's hourly rate plus twenty-percent (20%) for BCDCOG administrative costs, or through use of outside contractor(s) at the rate charged to the BCDCOG plus twenty-percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor. .

4. OSHA Guideline Compliance

A. OSHA Guidelines Hazardous Communications

The Contractor shall comply with the OSHA Standard 29CFR 1910.1200 Hazardous Communications as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance.

B. Material Safety Data Sheets

The Contractor shall furnish to the BCDCOG copies of Material Safety Data Sheets for all products used prior to beginning service in any facility. The Material Safety Data Sheets must be organized and include an index.

These Material Safety Data Sheets must be in compliance to the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph G.

C. Labeling of Hazardous Materials

The Contractor shall comply with the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph F, concerning the labeling of all chemical containers.

D. Caution Signs

The Contractor shall use "caution signs" as required by OSHA Guidelines. The Contractor shall furnish these signs at no additional cost to the BCDCOG. Caution signs shall be on-site on Contract start date.

E. OSHA Guidelines Blood Pathogens

The Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the BCDCOG at the Pre-Start Up Meeting.

The custodian is responsible for cleaning bodily fluid spills.

5. Storage Space

A. The Contractor may store supplies, materials and equipment in a storage area on the premises designated by the BCDCOG's authorized representative. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of this storage space will be subject to availability and approval.

B. No materials or equipment shall be stored or temporarily set in restrooms or other spaces accessible to the public.

6. Pre Start-up Meeting and Start-up

A. The Contractor shall be required to attend a start-up meeting with the BCDCOG's authorized representative prior to the contract start date. Such meeting may include a walk-through of the facility.

B. A Contractor Supervisor shall be on-site to orient employees the first day of the agreement. Throughout the entire agreement period, a Contractor supervisor shall be on-site to orient employees the first day of all Contractor new hires or employees newly assigned to a specific location.

7. Additions, Deletions, Changes

The BCDCOG reserves the right to add, delete, or change an item or items or any portion of an item of the agreement with a fifteen (15) -day notice to the Contractor. Additions and deletions will result in added or deleted cost to the service fee which is in keeping with the prices of that item or like item. Changes to the agreement shall result in alteration of the fee which is consistent with the original prices.

Such additions, deletions, or changes shall not invalidate the contract; and the Contractor agrees to perform the work as altered, the same as if it had been part of the original agreement.

8. Alteration of Work

The BCDCOG reserves the right to make alterations in specific work hours as may be found necessary or desirable. Such changes shall not invalidate the Contract nor release the surety and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract. The BCDCOG will make arrangements to cover unforeseen circumstances which make it impossible to carry out the work in accordance with the original Contract.

9. End of Contract Review

- A. Approximately ten (10) days prior to the end of the contract, the Contractor's representative and the BCDCOG representative will schedule a walk through inspection of the facility to review cleanliness.
- B. If the cleanliness level of a facility is below that of the cleanliness standards established by the terms, conditions, and provisions of the contract, the BCDCOG will hold the last monthly payment for the facility until the cleanliness standards are met.

10. Safety Measures

- A. The Contractor must certify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols. The Contractor's supervisor shall be fluent in the English language, and the language of the custodians.
- B. Employees and representatives of the Contract must be fluent in a language. If fluency is in a language other than English, then the Contractor shall:
 - 1) Provide all MSDS sheets in both languages.
 - 2) All containers must be labeled in both languages.
 - 3) Custodial instructions and schedules shall be posted in both languages.

11. Property Damage

The Contractor shall be responsible for repair of any damage to BCDCOG property and restoration of any facility damage beyond normal wear and tear, caused by Contractor's custodial activities. Repair and restoration shall be to the satisfaction of the BCDCOG. Any repair or restoration of these damages shall be performed in a timely fashion and at no cost to the BCDCOG. This includes unintentional damage caused by power cords, vacuum cleaner or products.

12. General Contract Conditions

As a minimum, Offerors must agree to these general contract conditions:

A. Contractor Employee Policy

The Contractor agrees to be responsible for, and shall provide general supervision of all his employees working under this contract. **Whenever any employees are working, there shall be a designated supervisor directing his/her work.** It is not intended that the BCDCOG shall

be expected to supervise, or otherwise inspect the work on a daily basis. It is expected that the Contractor will make certain the facilities are clean as outlined in the accepted Bid.

The Contractor is not allowed to employ illegal aliens to perform custodial services or any services in BCDCOG facilities.

The Contractor shall ascertain that all his employees abide by the following rules:

1. **Employees shall wear an identification badge and a distinct uniform** provided by the Contractor at all times while on the premises. All employees are to be in uniforms that bear company name or logo. Uniforms are not to be dirty, stained, or torn. Identification badges shall be furnished to all employees by the Contractor and worn by all Contractors' employees while on BCDCOG's premises. The badge shall have the employee's picture, and name.
2. Employees shall be of good integrity and character.
3. Employees shall not disturb any papers, boxes, or other materials except those in trash receptacles or those properly identified as trash.
4. Employees shall report any property loss or damage, fire, or unusual situation, to their supervisor immediately. The employees and supervisor shall immediately respond as appropriate to the situation. The supervisor shall report all such occurrences, within 24 hours to the Office Manager, Tara Heyward (tarah@bcdcog.com) in writing, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
5. Employees shall not open drawers, file cabinets, or use any telephone unless an emergency arises. (e.g., fire, theft, vandalism, etc.)
6. Employees shall not leave keys in doors or admit any one into any building or office who is not a designated employee of the Contractor. All doors which were locked upon entry will be immediately re-locked.
7. Employees shall not clean or move copy machines or other office machines except when specifically requested by the BCDCOG.
8. Employees shall not engage in idle or unnecessary conversation with BCDCOG employees, other employees of the Contractor, tenants, or visitors to the building.
9. Employees shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of any item found in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.
10. **Employees shall not bring visitors or children to the job site while performing contract services.**
11. Upon request of the BCDCOG's Contracts Manager to the Contractor, any Contractor's employees who fail to abide by these or other rules established by the BCDCOG will be immediately pulled off the job and replaced.

12. Energy Conservation. Conservation shall be practiced: lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.
13. Safety. The Contractor will be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) which affect custodial and housekeeping operations.
14. For all operations requiring the placement and movement of the Contractors' equipment, Contractor shall observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and BCDCOG personnel.

B. Performance Interference

Contractor shall immediately notify the BCDCOG of any occurrence or conditions within the buildings that interfere with the full performance of the contract and confirm it in writing within 24 hours.

C. Inspection

The Contractor shall accompany a designated representative(s) on inspection of the work when requested by BCDCOG. The BCDCOG reserves the sole right to make the determination as to whether service is being performed satisfactorily. Unsatisfactory work may result in deductions from the Contractor's monthly payment.

As part of the contract administration process, the BCDCOG may inspect the site daily, weekly and monthly, depending on the overall history of the satisfaction of the services. See Attachment E, Forms, Proposed Custodial Inspection Report. This is to insure the Contractor is in compliance with the required outcome as described in this IFB.

D. Default

Failure to satisfactorily perform the services required by the contract will be grounds for the BCDCOG to declare the Contractor in default.

E. Complaints

The Contractor shall correct all complaints and supply special requests for services within a reasonable time period. All complaints, both major and minor, shall be investigated during the same working day. Any complaint which cannot be corrected during the same working day or which is considered unreasonable or which cannot be dealt with for reasons beyond the Contractor's control shall be specifically reported to the BCDCOG.

Uncorrected complaints, if not considered unreasonable by the contract coordinator, shall be cause for the BCDCOG to avail itself of all contractual and legal remedies.

F. Special Requirements

If any types of normal custodial duties have been inadvertently omitted, the Contract is to be interpreted to include same.

G. Supplies and Equipment

The Contractor will submit a list, with his bid, of the supplies, materials, and equipment to be used in support of this contract. All such supplies/materials will be subject to BCDCOG approval.

13. Additional BCDCOG Requested Custodial Services

In the event that other custodial services, in addition to or separate from the services specified herein, may be deemed necessary by the authorized representative for the BCDCOG, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by the BCDCOG on the basis of the hourly labor rate specified by the Contractor in this Schedule, plus the cost of the materials needed for the cleaning services beyond those required for regularly scheduled services.

14. Training

The Contractor shall provide appropriate training to employees prior to the beginning of service under this Contract to ensure competent performance of the work during scheduled hours. The Contractor shall provide, when submitting names of employees, documentation of type and amount of training received by each employee.

15. Building Access

- A. Access to each building shall be as directed by an authorized representative at the facility.
- B. Access to designated restricted areas is forbidden by Contractor's employees. "Restricted Areas" will be designated by an authorized representative at the facility.
- C. All doors shall be locked on completion of cleaning and any alarm system reset. Doors shall not be propped or otherwise left open.
- D. Only authorized Contractor employees are allowed on the premises of the BCDCOG facilities. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

16. On-Site Supervision

- A. The Contractor shall provide on-site supervision to assure competent performance of the work during the scheduled hours. The Contractor or authorized agent will make sufficient routine inspections to ensure that the work is performed as required by this Contract.

17. Schedule

Because the BCDCOG is providing services which involve the health, safety, and welfare of the general public, delivery time is of the essence. Services must be provided in accordance with the Proposed Schedule submitted by the Contractor.

18. Contacts for BCDCOG

They are to be notified in numbered order of all emergencies, unusual incident reports, etc., for which BCD Council of Governments should have immediate knowledge. (If the first contract is unavailable then notify the second contact and so forth.)

Tara Heyward, Office Manager Work: 843-***-**** (Cell) 843-529-0400 (Office)
Robin Mitchum, Deputy Director of Finance and Administration: Work: 843-529-0400
Ronald E. Mitchum, Executive Director Work: 843-***-****

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required.
2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.
3. When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.
4. Submit your signed bid on attached bid form. Show bid number on envelope as instructed. Berkeley Charleston Dorchester Council of Governments (BCDCOG) assumes no responsibility for unmarked or improperly marked envelopes. **DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE.** If directing any other correspondence address the envelope to the procurement office but do not include the bid number on this envelope since it does not include your bid.
5. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-4, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency 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.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
8. Do not include any taxes in the bid price shown that the agency may be required to pay.
9. Any vendor desiring to exercise protest rights under Section 11-35-4210 as amended must direct all correspondence to Executive Director, Berkeley Charleston Dorchester Council of Governments (BCDCOG), 1362 McMillan Avenue, Suite 100, North Charleston, SC 29405
10. Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to award this solicitation by line item, by lot, or by total using the award method that is in best interest of

Berkeley Charleston Dorchester Council of Governments (BCDCOG) unless stated otherwise elsewhere in this solicitation.

11. **Drug Free Workplace:** The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 953, 1990 Acts and Joint Resolutions). By submission of a signed a solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.

GENERAL PROVISIONS

1. **RESERVED RIGHT:** Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to reject any and all bids and to cancel the solicitation.
2. **BIDDERS QUALIFICATIONS:** Bidders must, upon request of Berkeley Charleston Dorchester Council of Governments (BCDCOG), furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to make the final determination as to bidder's ability to provide the products or services requested herein.
3. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the Procurement Office. The Procurement Officer shall not be legally bound by any amendment or interpretation that is not in writing.
4. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
5. **AWARD CRITERIA:** The contract shall be awarded to the most responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in the Invitation for Bids. Ambiguous bids which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected or otherwise disregarded.
6. **REJECTION:** Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of Berkeley Charleston Dorchester Council of Governments (BCDCOG).
7. **COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Contracts/Procurement Administrator in writing so as to be received prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

8. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (A) The Bidding Schedule, (B) General Provisions and General Conditions, (C) Instruction to Bidders, (D) Special Provisions or Special Conditions of the contract whether incorporated by reference or otherwise; and (E) The Specifications.
9. **CORRECTION OF ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or type-written. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time of opening.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to purchase any and all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assess charge has been satisfied.
2. **NON-APPROPRIATIONS:** All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to terminate any IFB; any contract awarded hereunder or modify any contract or this IFB accordingly. Berkeley Charleston Dorchester Council of Governments (BCDCOG) makes no representations that any contract will be awarded to any Bidder responding to this IFB.
3. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to Executive Director, Berkeley Charleston Dorchester Council of Governments (BCDCOG) 1362 McMillan Avenue, Suite 100, North Charleston, SC, 29405.
4. **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 Government 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 fault or negligence of the contractor. If the failure to perform is caused by 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.
5. **SAVE HARMLESS:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). The successful bidder shall indemnify and save harmless Berkeley Charleston Dorchester Council of Governments (BCDCOG) officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to the Bidder by Berkeley Charleston Dorchester Council of Governments (BCDCOG).

6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this 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.
7. **QUALITY OF PRODUCTS:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage of shipment and that prices include standard commercial packaging. For Information Technology procurements as defined in 11-35-310 of the Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on page 5 of the Bid Invitation.
8. **TAX CREDIT AVAILABILITY:** Vendors interested in income tax credit availability by subcontracting with a certified minority firm should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, South Carolina (803/734-0562).
9. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
10. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by Berkeley Charleston Dorchester Council of Governments (BCDCOG) providing a 30 day advance notice in writing is given to the contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of Berkeley Charleston Dorchester Council of Governments (BCDCOG) without the required thirty (30) days advance written notice, then Berkeley Charleston Dorchester Council of Governments (BCDCOG) may negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by Berkeley Charleston Dorchester Council of Governments (BCDCOG) for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.
11. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
12. **RESTRICTION/LIMITATIONS:** No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

13. **PURCHASES FROM OTHER SOURCES:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.

14. **INDEMNIFICATION:** Contractor shall protect, indemnify and hold harmless Berkeley Charleston Dorchester Council of Governments (BCDCOG), it's Board, Officers, employees or its respective agents from and against any loss, cost, damage or expense, including without limitation, reasonable attorneys' fees relating to or arising out of injury or death to a person or damage to property, including work in progress or any claims against Berkeley Charleston Dorchester Council of Governments (BCDCOG) it's Board, Officers, employees or it's respective agents caused by or alleged to be caused by any negligent act, error or omission of Contractor or any subcontractor retained by or through Contractor or any of their employees, workmen, servants or agents. Contractor further agrees to protect, indemnify and hold harmless Berkeley Charleston Dorchester Council of Governments (BCDCOG) or their respective agents from any and all penalties imposed on account of the violation of any law, rule or regulation by Contractor or any Contractor's employees, workmen, servants or agents. The indemnification provisions in this section shall survive termination of this Agreement.

15. **OTHER INFORMATION:** State and Federal funds received by Berkeley Charleston Dorchester Council of Governments (BCDCOG) will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State/Federal regulations and contracting provisions required by the State and Federal funding authority, including 49 CFR Part 31 – Allowable Costs, Civil Rights, Disadvantaged Business Enterprises (DBE), and other applicable assurance provisions. In addition, the contract must be in compliance with federal, state, and local requirements applicable to such contracts.

BID FORM

Bidder Name: _____

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to provide custodial services to Berkeley Charleston Dorchester Council of Governments (BCDCOG).

BID PRICES:

<u>Quantity</u>	<u>Description</u>	<u>Monthly Total</u>
1	Custodial Services for BCDCOG	\$ _____

Respectfully submitted this ____ day of _____ 2019.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Business Address _____

Telephone Number _____ Fax Number _____

Email Address: _____

Contractor's Federal Tax I.D. No. _____

Principal of Company (e.g., Name of President, General Partner, Owner, etc.)

Insurance Amounts: _____

APPENDIX - 1

BCDCOG Security Procedures

It is the responsibility of the contractor to take all precautions to secure the building and contractor staff after hours at the BCD Council of Governments Facility. The contractor will follow the procedures below:

- The contractor will be issued keys & security fobs to access the facility as applicable. The contractor is responsible for the safekeeping of the keys & fobs. If the keys or fobs are lost or stolen, the contractor is responsible for notifying the Office Manager immediately.
- The contractor is responsible for contacting 911 in case of an emergency.
- The contractor is responsible for notifying the Office Manager in case of an emergency.
- The contractor will not allow access to the facilities by any person other than their staff.
- The contractor is responsible for securing the facility when services are completed each night. This includes verifying that all doors are locked and security system is activated. If the alarm goes off due to oversight by the contractor, the contractor is responsible for returning to the facility to activate the alarm & secure the building.

Emergency contact information is as follows:

Tara Heyward, Office Manager	843-***-**** (cell – 24 hour contact) 843-529-0400 (Office - Normal Operating Hours)
Robin Mitchum, Deputy Director Finance and Administration Director	843-***-**** (cell – 24 hour contact) 843-529-0400 (Office – Normal Operating Hours)
Operating Hours	8:00AM – 5:00PM Monday - Friday

Contractor Emergency Contact Information:

APPENDIX - 2

**BCDCOG Holiday Schedule
FY 2018/2019**

July 4	Independence Day
Sep 3	Labor Day
Nov 12	Veteran's Day
Nov 22	Thanksgiving Day
Nov 23	Day after Thanksgiving
Dec 24	Christmas Eve
Dec 25	Christmas Day
Dec 26	Day After Christmas
Jan 1	New Year's Day
Jan 21	Martin Luther King, Jr. Day
Feb 18	Presidents Day
May 10	Confederate Memorial Day
May 27	Memorial Day

APPENDIX - 3

Custodial Services Checklist

Bathrooms = daily schedule

- Toilets cleaned and wiped down (to include bowls and tanks)
- Floors mopped
- Paper products fully stocked (toilet paper, paper towels, toilet seat covers, etc.)
- Soap dispensers fully stocked
- Trash emptied
- Dusting as needed

Kitchens = daily schedule

- Floors mopped
- Counters/tables wiped
- Trash emptied
- Dusting as needed

Break rooms = daily schedule

- Microwave wiped out
- Tables wiped and cleared
- Trash emptied
- Floor vacuumed
- Dusting as needed

Offices = daily schedule

- Floors vacuumed
- Trash emptied
- Doors secured upon exit
- Dusting as needed

Training/Meeting Rooms = daily schedule

- Floors vacuumed
- Trash emptied
- Tables cleared and wiped down
- Chairs/tables straightened and orderly for the next day
- Dusting as needed

Lobby and common areas = daily schedule

- Carpet vacuumed
- Floor cleaned/mopped
- Trash emptied
- Chairs straightened and orderly for the next day
- Front glass to be cleaned
- Dusting as needed

VCT/ Tile = maintenance according to schedule or contract location

Floors to be waxed and mopped to maintain a neat and clean appearance

Carpeting = quarterly schedule

TBD based upon need

Custodial closet/storage

Maintain orderly and neat area (area should be hazardous for others to enter)

Area not to be used to store dirty/soiled equipment or cleaning aids

Additional Requirements/Expectations = daily schedule

Spot cleaning of carpeting as necessary to maintain appearance

Use of quality, safe and effective cleaning products

MDS sheets provided on all cleaning products used

Report any issues to the Office Manager that need be addressed or that may prohibit the ability to provide quality service

Facility is to be locked and secured upon exiting the premises

*This checklist is based on the requirements of the custodial contract.