



REQUEST FOR PROPOSAL

Janitorial Service @ Emmett Scott and Mcguirt Auditorium

Sealed competitive bids will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 10:00 A.M. local time on **February 15, 2012** at which time they will be opened publicly and read aloud. The requested janitorial service is for our Emmett Scott Center along with Mcguirt Auditorium. The term of this agreement is 12 months with two (2) 12 month options, for a total of 36 months, if options are exercised.

The bid opening will begin promptly at the appointed time in the Operations Center Purchasing Office, located at 757 S. Anderson Road, Suite 103, Rock Hill S.C. No bid may be submitted after the bid opening begins.

No bid may be withdrawn for a period of thirty (30) calendar days after the bid opening.

Bids may be mailed to the Purchasing Division, City of Rock Hill, P.O. Box 11706 Rock Hill, South Carolina 29731 or hand delivered to the Operations Center Purchasing Office, located at 757 S. Anderson Rd, Suite 103, prior to the appointed time of the bid opening.

All bidders must comply with all State, Federal, local laws and ordinances regarding fees, insurance, licensing and bidding requirements.

Successful bidder must comply with the insurance provisions as detailed herein. For bids under \$5,000, an Insurance Certificate on the ACORD form is acceptable. The City of Rock Hill Insurance forms included herein are to be used to submit evidence of required coverage.

A MANDATORY pre-bid conference will be held at the Emmett Scott Center located @ 801 Crawford Road, Rock Hill, SC 29730 on February 6, 2012 @ 10:00 A.M. Your bid will not be considered if you do not attend this meeting. Please call (803) 329-7072 for directions.

Payment to contractor will be in monthly increments upon receipt of invoice from the contractor and approval by the Parks and Recreation Supervisor.

All prices quoted are to include all material, supplies, equipment, and labor to perform the stated task in a workmanlike manner. All prices are to include all applicable taxes and materials.

If an award is made, it will be to the lowest responsible and responsive bidder meeting all specifications, terms and conditions.

Should all bids be higher than the amount allocated by the City of Rock Hill for this purchase, the City reserves the right to negotiate in good faith with the low bidder. Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decision it deems to be in its own best interest.

The City reserves the right to accept or reject any or all bids, waive technicalities, and make decisions as it deems in its own best interest.

This contract is to start on **March 01, 2012** and run through the term as outlined in the agreement. All prices quoted must be valid for the duration of the contract.

All bids must be in a sealed envelope and marked **“SEALED BID; JANITORIAL SERVICES, EMMETT SCOTT CENTER; OPEN: FEBRUARY 15, 2012 @ 10:00 A.M.”**

It is the policy of the City of Rock Hill to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the City of Rock Hill to prohibit discrimination against any person or business in pursuant of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the City of Rock Hill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

Questions regarding insurance requirements should be directed to Dorothy Archie @ (803) 329-7025. For questions regarding required services, contact Kathy Covington @ (803) 329-5624. Questions, re: bid terms and conditions, contact: Marty Burr @ 803-329-5551 or email: mburr@cityofrockhill.com.

WMBE Statement

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City Business License

The successful contractor, prior to execution of the contract, must possess or obtain a City of Rock Hill Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Rock Hill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business License Office at 803-329-7042 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

Insurance: Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

Illegal Immigration Reform Act Compliance

"The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled **Unauthorized Aliens and Public Employment** and agrees to provide to the City of Rock Hill any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub-subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors."

Indemnification

Company agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Company's negligent performance under this Agreement.

S.C. Code of Laws

The state of S.C. Code of Laws Section 12-9-310 (A) requires that any entity within the state having a contract with a nonresident taxpayer conducting business or performing services of a temporary nature within this State, with such contract amounts exceeding the payment of ten thousand dollars (\$10,000.00) during any one (1) calendar year, must withhold two (2) percent of each payment to these nonresidents.

This does not apply to a nonresident which has registered with the Secretary of State or the Department of Revenue and by that registration has agreed to be subject to the jurisdiction of the department and the courts of the State to determine its SC tax liability, if any. Such registration is not an admission of tax liability nor must it be construed to require the filing of an income tax return.

If the entity having a contract with a nonresident obtains an affidavit from the nonresident stating that the nonresident is registered with the department or with the Secretary of State, then the entity is not responsible for withholding.

Business tax application is included herein. The successful bidder, if a nonresident, must fill in front side and section "C" on reverse side. Nonresident successful bidder must also submit form I-312 (enclosed). Failure to complete these two forms by nonresident will require the City to withhold 2% of all requested payments.

Local Purchasing

It is the intent of the City of Rock Hill to promote the use of local businesses and hiring citizens living within the local Rock Hill/York County area when possible.

- 1.) Local contractors and businesses (Rock Hill/York County) with a valid City of Rock Hill business license could have a 5% advantage during the consideration of bids.
- 2.) The maximum value of the 5% advantage will be capped at \$15,000.
- 3.) If a Local Business is within 5%, not exceeding \$15,000, of the lowest bid received, the Local Business will be given consideration of the bid award if they are willing to provide goods or services at the price of the lowest bid received.
- 4.) If conditions of number 3 above are met and the Local Business is not willing to provide goods or services at the price of the lowest bid received, the consideration of the bid award will revert back to the lowest bid received, or the next lowest Local Business within the 5% (maximum \$15,000) advantage threshold.
- 5.) Contractor and or business must make every reasonable attempt to hire local Rock Hill/York County residents.
- 6.) Selected contractor(s) must make every reasonable effort to purchase/lease all material, equipment and supplies associated with the awarded bid to a local business with a valid City of Rock Hill Business License.
- 7.) Contractor(s) receiving award must supply City with a list of their employees working on the project which include the city/town in which they reside along with a list of all equipment, material, suppliers and subcontractors and their addresses (This list will be used in the evaluation process).
- 8.) Special consideration may be given to companies that have products produced and/or manufactured in the United States.
- 9.) Local Purchasing provisions of this section were revised on February 14, 2011, and will be in effect without expiration unless re-authorized by the City Council.
- 10.) Local Purchasing preferences cannot apply: (i) to Federally Funded Projects (ii) to State Funded Projects where the State restricts the use of local preferences under such circumstances; or (iii) to projects funded by Bond proceeds where the Bond covenants restrict the manner of procurement.
- 11.) Utilization of the Local Purchasing program requires a minimum of three bids; if three or more bids are not received the Local Purchasing program can't be utilized.



Enhancing Local Businesses and Employment Opportunities in the Rock Hill/York County Area

Please list all employees' names, cities and states of residence that will be working on this project. (Attach separate sheet if necessary).

Name	City/Town	State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list all businesses to be used for purchasing materials and supplies.

Product	Company	Address, City, State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Customer Service

Please remember, although you are a contracted City service, you each represent the City of Rock Hill during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of Rock Hill expects from any contracted service.

Overview:

- A. Be friendly, courteous, and helpful
- B. Company uniforms must be worn at all times
- C. Staff members must look and act professional at all times.

CONTRACTORS EMPLOYEES:

Before the Contractor can enter the project site, it shall investigate and determine that all persons working on the project site (including subcontractor employees) are not listed on a sexual offender registry.

One such investigation within six (6) months of commencement of the project work, by the Contractor, fulfills the City's requirement for the Project.

COMPANY_____

Authorized Signature:

PRINT NAME AND
TITLE:_____

SIGNATURE_____DATE_____

INSTRUCTIONS TO BIDDERS

Bidders are to use the Bid Sheet provided herein for submission of bid.

Enclosed insurance and business license forms are to be submitted only by the successful bidder.

The enclosed Indemnity Provision is to be signed and submitted to the City of Rock Hill, only by the successful bidder.

The contract will start on **March 01, 2012** for a period of 12 months with two (2) 12 month renewal options.

City of Rock Hill will supply and replenish all of the restroom needs (toilet paper, hand towels, hand soap, and air fresheners).

Contractor will be responsible for all cleaning equipment, supplies, and labor to perform said tasks.

The City of Rock Hill will provide a secure area for contractor to store its cleaning equipment.

The bid is to be expressed in terms of a monthly fee for providing all services detailed herein.

The City of Rock Hill reserves the right to terminate this contract at any time by submitting written notice to the contractor at least thirty (30) calendar days in advance.

Hours of operation: Work can be performed from 9:00 AM to 7:00 PM Monday through Friday and from 10:00 AM to 2:00 PM on Saturday.

Please list three business references that you are currently engaged in similar type practice. Also, include person of contact, phone number and address for each.

1. _____

2. _____

3. _____

BID SHEET

We the undersigned, affirm that we have read, and understand, the terms, conditions, and the scope of services as stated in this bid solicitation. In accordance with the same, we hereby submit the following proposal:

Provide janitorial services for City of Rock Hill, Emmett Scott Center & Mcguirt Auditorium for a period of twelve (12) months.

Monthly rate: \$ _____ **per month**

Hourly Rate, For Rentals: \$ _____ **hour per employee**

Company Name: _____

Address: _____

Name of Officer: _____

Signature: _____

Title: _____ Date _____

Phone # _____ Fax# _____

E-mail _____ No. of Years in Business _____

SCOPE OF WORK

EMMETT SCOTT CENTER JANITORIAL LIST

Floors

gym floor - dust mop daily; spot mop as needed; light mop (wet) weekly
game room in gym - vacuum daily
area leading to boxing room - sweep weekly
community room, kitchen, craft room, game room, offices, common areas,
hallways,
staff kitchen - dust mop and mop daily; buff weekly
restrooms - sweep and mop daily
computer room - vacuum daily
clean baseboards throughout building weekly
strip and wax floors two times per year (does not include gym floor)

Walls and Glass

spot clean walls throughout building daily
clean glass bricks daily
clean display cases and windows daily
clean water fountains daily
clean HVAC vents quarterly

Restrooms

clean sinks and soap dispensers (replenish supply) daily
clean toilets and pipes daily
clean urinals and pipes daily
clean mirrors and frames daily
clean entrance doors daily
wash stalls and partitions daily
clean tissue and towel dispensers daily and replenish supplies as needed

General Surface Areas

wipe/dust surface areas to include counter tops, table tops, appliances, etc daily
clean kitchen sink daily

Trash

empty all trash cans in building daily
pick up any trash inside building daily
pick up any trash on walkways next to building daily

Entry Ways

sweep and pick up trash daily

Janitorial Closet

all cleaning supplies and equipment must be stored according to OSHA standards
MSD sheets must be provided for all chemicals and cleaning solutions stored or used on site
over

McGIRT AUDITORIUM JANITORIAL LIST

Floors

vacuum lobby and auditorium floor weekly and after every rental
dust mop stage area and back stage area weekly and after every rental
clean baseboards weekly
dust mop and mop tile floor in auditorium after every rental
sweep and mop restroom floors (backstage and in lobby) weekly and after every rental

Walls and Glass

spot clean walls throughout building weekly and after every rental
clean display cases and windows weekly and after every rental
clean water fountains weekly and after every rental
clean HVAC vents quarterly

Restrooms

clean sinks and soap dispensers (replenish supply) weekly and after every rental
clean toilets and pipes weekly and after every rental
clean urinals and pipes weekly and after every rental
clean mirrors and frames weekly and after every rental
clean entrance doors weekly and after every rental
wash stalls and partitions weekly and after every rental
clean tissue and towel dispensers weekly and after every rental and replenish supplies as needed

Trash

empty all trash cans in building weekly and after every rental
pick up any trash inside building weekly and after every rental
pick up any trash on walkways next to building weekly and after every rental

Entry Ways

sweep and pick up trash daily

INDEMNITY PROVISION

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses, damages sustained by City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract dated _____
between the City of Rock Hill and _____ for

(contractor)

(service or products)

NAME _____
PRINT NAME _____
TITLE _____
COMPANY _____



No Idling Policy

1. All City vehicles and or equipment must be turned off when not being used for emergency purposes that require the vehicle/equipment to run or maintain power for attached equipment, or when the vehicle/equipment must remain running to operate hydraulic lifts, generators, etc.
2. Running vehicles or equipment should not be left unattended.
3. Vehicles/equipment should not be started longer than necessary to clear ice from windows.
4. The City will facilitate an ozone email warning system, in conjunction with the state of South Carolina, by providing the email addresses of the appropriate persons in each department to receive such warnings as they are made. These persons will then act as an agent to post ozone warnings each day to alert City employees of the particular need to not run vehicles unnecessarily; a standard warning symbol should be posted in prominent locations throughout City facilities.