



**Custodial Services
Invitation For Bids**

Charleston, South Carolina
Date: August 31, 2022

Due Date: September 21, 2022
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
5790 Casper Padgett Way
North Charleston, SC 29406

Invitation for Bids
Solicitation #RTMA2022-02
For
Custodial Services
BCD-RTMA dba TriCounty Link

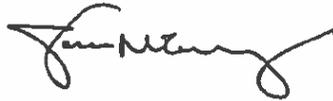
August 31, 2022

Invitation for Bids from qualified companies will be received by the Berkeley Charleston Dorchester Council of Governments (BCDCOG), 5790 Casper Padgett Way, North Charleston, SC 29406 **for Custodial Services at BCD-RTMA dba TriCounty Link located at 305 Heatley Street Moncks Corner, SC 29461.**

Bids will be received until **3:00 P.M., local time, September 21, 2022**, after which time will be publicly opened and read.

This solicitation does not commit Berkeley Charleston Dorchester Rural Transportation Management Association (BCD-RTMA) dba TriCounty Link to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. TriCounty Link 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 TriCounty Link to do so.

Sincerely,



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

INTRODUCTION

Berkeley Charleston Dorchester Rural Transportation Management Association (BCD-RTMA) dba TriCounty Link seeks bids for Custodial Services for BCD-RTMA d.b.a. TriCounty Link located at 305 Heatley Street Moncks Corner, SC 29461.

SPECIAL INSTRUCTIONS

A. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 P.M. EST, September 21, 2022**, after which time will be publicly opened and read. Bidders are invited to attend the opening of this Bid at the time stated above. Bids will be received and opened at BCD Council of Governments, 5790 Casper Padgett Way, N. Charleston, SC 29406.

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 one-year terms.

C. SCOPE OF SERVICES

1. General

TriCounty Link seeks a Contractor to provide Custodial Services who 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 TriCounty Link's performance objective. It is important that the Contractor clearly define all aspects of service to reach the outcome desired by TriCounty Link.

TriCounty Link will require cleaning to be performed to the total expectations of the specifications without regard to the number of custodians/hours needed to perform the specifications herein. TriCounty Link 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 TriCounty Link.

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. In the event of any conflict or inconsistency in the interpretation thereof, the BCDCOG Executive Director shall resolve said conflict or inconsistency.

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. TriCounty Link 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)

Mats 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 will be cleaned once every quarter (three months) or as requested by TriCounty Link.

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, dries 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 TriCounty Link. 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 General 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 TriCounty Link. 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 TriCounty Link. Sanitation levels shall be closely monitored by inspection, and approved testing methods.

Public 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 graffiti 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. Ceramic walls and wainscots, and metal kick plates, handles, and push plates on doors shall also be polished dry.

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 TriCounty Link. 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. 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 TriCounty Link. 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 TriCounty Link. 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 shall be mopped weekly.**

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 Operations 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.

Recycling – Bins shall be emptied as needed.

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. Wooden ramp and Porch areas will be cleaned to ensure it is free of dirt, litter, spills, etc.

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 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

TriCounty Link 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, TriCounty Link 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 where it can be contacted immediately, 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 TriCounty Link. TriCounty Link 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: TriCounty Link'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.

F. Shortage of Cleaning Supplies

Should the Contractor not furnish the proper supplies, TriCounty Link will make a one-time purchase of the needed supplies and charge them against the Contractor's invoice at cost plus twenty percent (20%). If the Contractor does not provide proper supplies after this action, then the Contractor will be in danger of default.

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 TriCounty Link 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 TriCounty Link. 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 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 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 TriCounty Link'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

TriCounty Link 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

TriCounty Link 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. TriCounty Link 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 TriCounty Link representative will schedule a walkthrough 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 TriCounty Link 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 TriCounty Link. Any repair or restoration of these damages shall be performed in a timely fashion and at no cost to TriCounty Link. 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 TriCounty Link 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 TriCounty Link 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 TriCounty Link 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 Operations Manager, Theresa Metts 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 TriCounty Link.
8. Employees shall not engage in idle or unnecessary conversation with TriCounty Link 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 Customer to the Contractor, any Contractor's employees who fail to abide by these or other rules established by TriCounty Link 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 TriCounty Link personnel.

B. Performance Interference

Contractor shall immediately notify TriCounty Link 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 TriCounty Link. TriCounty Link 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, TriCounty Link 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 ensure 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 TriCounty Link 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 TriCounty Link.

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

F. Special Requirements

If any type of normal custodial duties has 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 TriCounty Link approval.

13. Additional 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 TriCounty Link, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by TriCounty Link 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 TriCounty Link 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. Additional Information

The following additional information for providing custodial services will be provided to the successful bidder.

- Appendix-1 TriCounty Link Security Procedures
- Appendix-2 Holiday Schedule
- Appendix-3 Custodial Inspection Report

18. Inquiries

For additional information regarding the Project contact:

Jason McGarry
Procurement/Contracts Administrator
BCD Council of Governments
5790 Casper Padgett Way
North Charleston, SC 29406
jasonm@bcdcog.com

19 General Provisions

- 1. TriCounty Link reserves the right to reject any and all bids and to cancel the solicitation.
- 2. **BIDDERS QUALIFICATIONS:** Bidders must, upon request of TriCounty Link, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and

conditions of these specifications. TriCounty Link 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:** TriCounty Link 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 TriCounty Link.
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 Procurement Office 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.

20. **General Conditions**

1. **DEFAULT:** In case of default by the contractor, TriCounty Link 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 TriCounty Link reserves the right to terminate any IFB; any contract awarded hereunder or modify any contract or this IFB accordingly. TriCounty Link makes no representations that any contract will be awarded to any Bidder responding to this IFB.
3. **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.
4. **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.
5. **QUALITY OF PRODUCTS:** 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.
6. **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).
7. **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.
8. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by TriCounty Link 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 TriCounty Link without the required thirty (30) days advance written notice, then TriCounty Link may negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by TriCounty Link 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. (See General Conditions No. 1).
9. **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.
10. **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.
11. **INDEMNIFICATION:** Contractor shall protect, indemnify and hold harmless TriCounty Link, 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 TriCounty Link, 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 TriCounty Link 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

BID FORM

Bidder Name: _____

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to provide custodial services at TriCounty Link.

BID PRICES:

<u>Description</u>	<u>Monthly Total</u>
Custodial Services – 305 Heatley St	\$ _____

Respectfully submitted this ____ day of _____ 2022.

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: _____