1739 Signal Point Road Charleston, SC 29412 Phone (843) 795-9060 / Fax (843) 762-5240

## **REQUEST FOR PROPOSAL (RFP) # GF2017-05**

ISSUE DATE: Thursday August 17, 2017

**DELIVERY DUE DATE & TIME:** Wednesday, September 6, 2017 by 2:00 PM (EST)

**OPENING DATE & TIME:** Wednesday, September 6, 2017 at 2:00 PM (EST)

**DELIVERY LOCATION:** James Island Public Service District

1739 Signal Point Road Charleston, SC 29412

PROCUREMENT FOR: Uniform Rental Services

**DIRECT ALL INQUIRES:** Walter Desmond, Director of Solid Waste Services

Email: desmondw@jipsd.org or Phone: 843-998-6191

This solicitation does not commit James Island Public Service District to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the bids are received on, or before, the date and time specified. No bid will be accepted thereafter. The District assumes no responsibility for delivery of bids that are mailed and reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

All proposals must be submitted under sealed cover and **mailed or hand delivered** at the location and time stated herein and will be opened thereafter:

#### MAILING ADDRESS: STREET ADDRESS:

James Island Public Service District
Attn: James G. Game, MBA
Assistant Financial Officer
Post Office Box 12140
Charleston, SC 29422-2140
James Island Public Service District
Attn: James G. Game, MBA
Assistant Financial Officer
1739 Signal Point Road
Charleston, SC 29412

Each sealed envelope containing a proposal shall be marked on the outside with the Offeror's complete name, address, and proposal number.

If the Offeror chooses not to respond to this solicitation, you are encouraged to return the "No Bid" Response Form attached herein.

#### **PUBLIC RECORD**

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the District's Administration Division from 8:00 a.m. to 5:00 p.m., Monday through Thursday, at 1739 Signal Point Road, James Island, South Carolina 29412.

## **BACKGROUND CHECK**

The District reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the District, the proposer consents to such an inquiry and agrees to make available to the District such books and records as the District deems necessary to conduct the inquiry.

## **JURISDICTION**

This agreement shall be governed by the laws of the state of South Carolina.

## **FORCE MAJEURE**

The successful firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

## **FAILURE TO ENFORCE**

Failure by the District at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the District to enforce any provision at any time in accordance with its terms.

#### **FAILURE TO DELIVER**

In the event of failure of the successful firm to deliver services in accordance with the contract terms and conditions, the District, after due oral or written notice, may procure the services from other sources and hold the successful firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

#### **INDEMNIFICATION**

The successful firm covenants to save, defend, keep harmless, and indemnify the District and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful firm's negligent performance or nonperformance of the terms of the contract.

#### RIGHTS RESERVED BY DISTRICT

The right is reserved by the District to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the District.

#### NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the District, must furnish to the District Form 1-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

#### **NON-APPROPRIATION**

Any contract entered into by the District resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

## Please submit the following forms on or before 2:00 pm on September 6, 2017:

- 1. Proposal Submission Form
- 2. Authorization Form
- 3. Exceptions Page

<u>NOTE:</u> Please review our website at <u>www.jipsd.org</u> for any amendments to this solicitation prior to submitting your proposal on stated date and time.

#### 1. DEFINITIONS

"Services Agreement" "Agreement" "Contract" means the contract or District Purchase Order that will be issued between the District and the successful Offeror and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Offeror's response and acceptance by the District.

"District" "Owner" means James Island Public Service District.

"Contractor" means the person(s) firm(s) or corporation(s) appointed by the District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both "Contractor" and "Offeror" are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services.

"Offeror" means responder to this Request for Proposals.

"Proposal" means the submission by the Offeror.

"Request for Proposals" (RFP) shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

"Services Works" means and includes the provision by the successful Offeror of all services, work, duties and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labor, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

#### 2. PROJECT DESCRIPTION

The James Island Public Service District (District) requests proposals from qualified and experienced contractors for providing and cleaning of rental uniforms, Entrance mats and shop towels for approximately 45 employees of the District on a weekly basis. Exact colors, sizes and types will be outlined on the Bid Form below.

#### 2.1. Prices

All Prices shall remain **FIRM** and shall include the provision of all tools, equipment, labor, transportation, supervision, management, overhead, materials, services and all other things necessary for the commencement, performance and completion of services as described.

#### 2.2. Minimum specifications for services

- a. Initial uniforms must be new, thereafter replaced with only top grade uniforms.
- b. New employees will be fitted for new uniforms within two weeks of employment.
- c. Weekly delivery.
- d. Each garment must be bar-coded and electronically tracked with detailed printed receipts at delivery and pickup.
- e. Items should be inspected and any discrepancies in appearance or needing repairs will be rejected and indicated as such directly on the receipt before leaving the facility.
- f. Repair tags should be provided to each department to easily identify those items that need to be repaired prior to next delivery.
- g. Un-repairable or ruined garments should be replaced at no additional charge within one week.
- h. Garments not returned within one business week will be credited each week until garment is delivered.
- i. Uniforms age 1 year or older turned in by a terminated employee and deemed unusable by the vendor will be charged back at a pro-rated amount.

## 2.3. Minimum specifications for uniforms

- a. Clean and free of wrinkles.
- b. Measurements should fit each employee.
- c. Each uniform should have (1) employee name, and (2) emblem sown on the outside of the shirt tag and jacket. (Emblems may be provided by vendor.)
- d. At any such time as a new or additional employee is added to the program, uniforms shall be provided within two weeks from date of request.
- e. Button Shirts: 65/35 poly cotton blend. 4.75oz. Banded dress shirt collar with sewn in stays. Seven button front with melamine "no break" buttons. Two-button through chest pockets with bar tacks at stress points. Pencil stall in left chest pocket. High visibility yellow with ANSI Class 2 reflective striping.
- f. Pants: 65/35 poly cotton blend. 7.75oz. Flat front with no roll waistband cargo paints. Button closure with heavy duty brass zipper. Quarter top front pockets and set in back pockets.

	Solid Waste (28)	Wastewater (14)	Maintenance (3)	Totals (45)
Cargo Pants	252	126	27	405
Button Shirts	252	106	27	385
Coveralls	56	28	3	87
Winter Jacket Lined Hip	56	28	6	90
Shop Towels (18 x 18)			100	100
Floor Mat 3x5	2	4		6
Floor Mat 4x6		4		4
Floor Mat 3x10		1		1
Polo Shirts with Emblem	8	20		28

## 2.2. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

- Completion of the Proposal Submission Form provided
- Adherence to Specifications
- References
- Offeror's qualifications, experience, and demonstrated performance

#### 2.3. Irrevocability & Acceptance of Proposals

The District requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time. The District reserves the right to waive formalities in, accept or reject any or all Proposals or accept the Proposal deemed most favorable in the interest of the District. The District will be under no obligation to proceed further with any submitted Proposal and should the District decide to abandon the same, it may, at any time, invite further Proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the District.

Should your Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents will be utilized to document the agreement fully and completely.

## 2.4. Subletting

If awarded, the Offeror will not, without the written consent of the District, assign, sublet or transfer any subsequent contract or any part thereof.

# 3. AWARD OF CONTRACT

#### 3.1. Notification of Award

The District will notify the successful Offeror ("Contractor") in writing of its decision to award the project.

## 3.2. Indemnity

The Contractor shall indemnify and hold harmless the District from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him and/or the District, by reason of any act or omission of the Contractor, its agents, Subcontractors or employees in the execution of the work.

#### 3.3. Insurance Requirements

The successful Offeror shall submit, upon award by the District, a Certificate of Insurance signed by the Insurance Company certifying that the required insurance policies are in force. See Appendix A for insurance requirements.

#### 3.4. Proof of Insurance

Prior to the work commencing, the Contractor shall provide proof of the required insurance coverage by delivering a completed Certificate of Insurance to the District.

#### 3.5. Default

The District reserves the right at its sole discretion, to immediately terminate, in whole or in part, the purchase order contract if the Contractor:

- Fails to perform any provision of the services within the time specified or within a reasonable time if no time is specified, as determined by the District.
- Fails to meet the District's standard of expected and agreed level of service and performance.

#### 4. PROPOSAL SUBMISSION

Offerors are required to complete and submit the information following the format found on the Proposal Submission Form.

## 5. EXAMINATION OF PROPOSAL DOCUMENTS

The Offeror must carefully examine the Proposal Documents. The Offeror may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the District. There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the District, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

#### 6. GENERAL INFORMATION

Offerors are advised that submissions are subject to the Freedom of Information and Protection of Privacy Acts.

The District will not assume any responsibility or liability for any costs incurred by the Offeror in the preparation of a Proposal.

Wherever possible, the District wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

#### 7. SCOPE OF SERVICES

Bids will be accepted for a five (5) year contract for providing and cleaning of rental uniforms and shop towels for approximately 45 employees of the District on a weekly basis. Exact colors, sizes and types will be outlined on the Bid Form below.

#### 8. TERM OF CONTRACT

The term of the contract shall be for (5) five years, with optional one-year periods upon mutual agreement by both parties thereafter.

#### **INSURANCE REQUIREMENTS** (Contracts Greater Than \$25,000)

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

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
  - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
  - Insurance Services Office Business Auto Coverage Form CA 00 01 6
     92 covering automobile liability, code 1 "any auto".
- B. The Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- c. The Contractor shall maintain limits no less than the following:
  - 1. GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
  - 2. AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
  - 4. Required policies are to contain, or be endorsed to contain, the following provisions:
    - a. General Liability and Automobile Liability Coverages The District, its officials, employees and volunteers are to be covered as additional insured's as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District of Charleston, its officials, employees or volunteers. To accomplish this objective, the District of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance

Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the District of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis. Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the District of Charleston, its officials, employees or volunteers.

- b. Workers' Compensation The Contractor shall agree to waive all rights of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by the Contractor for the District.
- 5. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the District.
- 6. Each insured policy required by the District shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the District.
- 7. All coverages for sub-consultants shall be subject to all the requirements stated herein.
- 8. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the CFO.
- 9. The Contractor shall furnish the District with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District, Finance Department, before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

	Proposal Submis	sion Form	
SOLICITATION NUMB	BER: RFP #GF2017	7-05	
DESCRIPTION:	Uniform Rental Services		
OPENING DATE/TIME LOCATION:	: Wednesday, September 6, 2017 @ 2:00 pm Conference Room @ 1739 Signal Point Road		
ITEM	PRICE PER ITEM S, M, L, 2XL, 3XL, 4XL	9% TAX	TOTAL PRICE PER ITEM
Button Shirt			
High-Visibility Button Shirt			
Polo Shirt			
Cargo Pants			
Coveralls			
Jacket			
High-Visibility Jacket			
Shop Towel			
Floor Mats			
Setup or Prep Fee			
No minimum char     No miscellaneous	ges charges on billing without p	re-authorization and	d signature
Company Nam	ie	Federal ID	#
Mailing Addres			
Print Name/Titl	le	Contact N	umber/Email
Authorized Sig	 ynature	 Date	

	Authorization Form	
SOLICITATION NUMBER:	RFP #GF2017-05	
DESCRIPTION:	Uniform Rental Services	
Location of Service Facilitie	es:	
2. Exceptions to the minimum		
3. Provide 2 entities currently	using this same or similar service.	
Company/Organization	Contact Name	Phone Number
a) b)		
solicitation and applicable amendminformation to the District, which it The undersigned further certifies agreement, or connection with any same materials, supplies or equipm	iarized itself with the information connents, submits the attached responsiverifies to be true and correct to the that this response is made without corporation, firm or person submittent, and is in all respects, fair and without by all conditions set forth in this set company listed herein.	e, and other applicable best of its knowledge at prior understanding ting a response for the thout collusion or fraud
Company Name	Federal ID	#
Mailing Address		
Print Name/Title	Contact Nu	umber/Email
Authorized Signature		

Exceptions Page		
SOLICITATION NUMBER:	RFP #GF2017-05	
DESCRIPTION:	Uniform Rental Services	
MANDA	TORY PROPOSAL SUBMISSION FORM	
List any areas where you can	not or will not comply with the specifications or terms containe within the bid documentation.	∋c

"N	o Bid" Response Form	
SOLICITATION NUMBER:	RFP #GF2017-05	
DESCRIPTION:	Uniform Rental Service	<b>?</b> S
Please check statement(s) applica	able to your "No Bid" re	sponse:
<ul><li>Specifications are restrictive (explain below).</li></ul>	e; i.e. geared toward or	ne brand or manufacturer only
☐ Specifications are ambiguous	s (explain below).	
☐ We are unable to meet speci	fications.	
☐ Insufficient time to respond to	the solicitation.	
Our schedule would not perm	nit us to perform.	
☐ We are unable to meet bond	requirements.	
☐ We do not offer this product of	or service.	
☐ Remove us from your vendor	list for this commodity/se	ervice.
Other (specify below).		
Comments:		
Company Name	Fe	ederal ID #
Mailing Address		
Print Name/Title	Co	ontact Number/Email
Authorized Signature	 Da	ate