



James Island Public Service District

*Dedicated to Public Service Excellence*

# INVITATION FOR BIDS

## NO. FAC 2018-2

### CUSTODIAL SERVICES

**PROJECT OVERVIEW**  
**(See Attachment A for Details)**

<b>DATE:</b>	November 18, 2018
<b>SOLICITATION NUMBER:</b>	IFB No. FAC 2018-2
<b>DESCRIPTION OF WORK:</b>	Custodial Services
<b>PRE-BID CONFERENCE:</b>	<b>**Mandatory**</b> November 28, 2018 at 9:00 a.m. Building 2 - Conference Room 1739 Signal Point Road Charleston, SC 29412
<b>DUE DATE FOR WRITTEN QUESTIONS:</b>	December 10, 2018 at 5:00 p.m. David Major at <a href="mailto:majord@jipsd.org">majord@jipsd.org</a>
<b>DUE DATE/TIME:</b>	Thursday, December 18, 2018 at 2:00 p.m.
<b>LOCATION:</b>	Building 2 - Conference Room 1739 Signal Point Road Charleston, SC 29412

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This solicitation does not commit the James Island Public Service District to award a contract, to pay any cost incurred in the preparation of applications submitted, or to procure or contract for the services. The JIPSD reserves the right to accept or reject any, all or any part of proposals received as a result of this request, or to cancel in part or in its entirety this Invitation for Bid if it is in the best interest of the JIPSD to do so. The JIPSD will be the sole judge as to whether offers submitted meet all requirements contained in this solicitation.

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
<b>General Terms and Conditions</b>	4
<b>Attachment A: Special Instructions/Terms and Conditions</b>	8
<b>Attachment B: Scope of Work/Specifications</b>	11
<b>Attachment C: Sample Contract</b>	19
<b>Attachment D: Sample Forms</b>	31
Insurance Requirements	
Drug-free Workplace Certification	
<b>Attachment E: Required Forms</b>	37
Submittal Form(s)	

<b>INVITATION FOR BIDS (IFB)</b> <b>GENERAL TERMS AND CONDITIONS</b>
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**1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS**

- A. Bids must be submitted on the forms furnished or copies thereof and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or other facsimile transmittal.
- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to James Island Public Service District, Finance Department, 1739 Signal Point Road, Charleston, South Carolina 29412. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, bid number, description of services requested by IFB (i.e., Lawn Maintenance, Engineering Services), along with the due date and time.

**2. Bids submitted after the "Opening" date and time are considered "Late Bids". Late Bids will not be opened or considered.**

- A. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.
- B. Bidders shall promptly notify the JIPSD Finance Department, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the project premises and local conditions.
- C. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the JIPSD website at [www.jipsd.org/bids-proposals](http://www.jipsd.org/bids-proposals) for any additional information, revisions, or addenda that may be posted.
- D. No substitutions will be considered after the Contract award except by amendment or change order.
- E. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.
- F. The JIPSD seeks a single, qualified company to be responsible for completion of the work (hereinafter "Work") described herein (although the JIPSD reserves the option to award portions of the project to multiple bidders if such is to the advantage of the JIPSD). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the JIPSD.
- G. The following are included in the Bid Package:

- Attachment A: Special Instructions/Terms and Conditions
- Attachment B: Scope of Work/Specifications
- Attachment C: Sample Contract
- Attachment D: Sample Forms
- Attachment E: Required Forms

### 3. **NON-COLLUSION OATH**

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

### 4. **BIDDER REPRESENTATIONS**

Each Bidder by submitting a bid represents that:

- A. The Bidder has read and understands this IFB (including all specifications and attachments) and that their bid is made in accordance therewith.
- B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The bid is based on the terms, materials, systems and equipment required by this IFB, without exception.
- D. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the Contract, will do so in a professional, timely manner using Bidder's best skill and attention.

### 5. **AWARD OF CONTRACT**

- A. Award of Contract will be made to the lowest responsive and responsible bidder(s) whose bid, conforming to the IFB, is most advantageous to the JIPSD, price and other factors considered.
- B. The JIPSD reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.
- C. The JIPSD shall be the sole judge of the suitability of the items or services to be provided pursuant to this IFB.

### 6. **NOTICE OF AWARD OF CONTRACT**

The successful Bidder will be notified of acceptance of bid by a written Notice of Award of contract. The successful Bidder shall not undertake any work, and the JIPSD will not be responsible for payment for any work whatsoever undertaken by successful Bidder prior to issuance of the Notice to Proceed.

The successful Bidder shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within Five (5) Business Days after the issuance of the Notice of Award.

### 7. **CONTRACT DOCUMENT**

The successful Bidder shall be required to execute a formal contract within Five (5) Business Days after issuance of a Notice of Award. Said Contract shall be virtually identical in substance and form to the Contract which is attached and marked Attachment C, Sample Contract. The only anticipated changes in Attachment C, Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Bidder, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the bid opening. **Bidders should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for**

**questions.** Because the signed contract will be substantively and substantially derived from Attachment C, Sample Contract, Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment C, Sample Contract, before submitting a bid. Again, Attachment C, Sample Contract, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Contract shall be grounds for the JIPSD to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Bidder.

**8. NOTICE TO PROCEED**

A Notice to Proceed will be issued after the successful Bidder has executed the Contract and has submitted acceptable performance and payment bonds (if applicable) to the JIPSD as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a written Notice to Proceed from the Director of Wastewater Services (herein referred as "Director").

**9. BIDDER'S QUALIFICATIONS**

Before a bid is considered for award, the Bidder may be requested by the Director to submit a statement providing additional information regarding their previous experience in performing comparable work.

**10. SUBCONTRACTORS**

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Director a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Attachment E, Required Forms.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Director.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time it has been determined that any subcontractor is incompetent or undesirable, the Director shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this IFB shall create any contractual relationship between any subcontractor and the JIPSD.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

**11. INDEMNIFICATION**

The JIPSD has defined this section in the Sample Contract under Section Twenty-Two.

**12. TERMINATION**

The JIPSD has defined this section in the Sample Contract under Section Twenty-One.

**13. STATE AND LOCAL TAXES**

Except as otherwise provided, Contract prices shall *include* all applicable state and local taxes.

The successful Bidder shall calculate that portion of the Contract which is subject to the nine percent (9.0%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by successful Bidder. If the successful Bidder is a non-South Carolina company, the JIPSD will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes JIPSD with a valid South Carolina Use Tax Registration Certificate Number.

The successful Bidder shall indemnify and hold harmless the JIPSD for any loss, cost, or expense incurred by, levied upon or billed to the JIPSD as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

The successful Bidder shall ensure that the above sections are included in all subcontracts and shall ensure withholding on out of state subcontractors to which withholding is applicable.

**14. DRUG-FREE WORKPLACE ACT**

Successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended).

**15. INSURANCE REQUIREMENTS**

The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see Sample Forms) and previously incorporated by reference. The JIPSD shall not execute the Contract until the successful Bidder has submitted acceptable Insurance Certificate(s) and Endorsement(s), which must be submitted within Five (5) Business Days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such Insurance Certificate(s) and Endorsement(s) shall constitute grounds for the JIPSD to revoke its Notice of Award, forfeit any bid security, and award the Contract to another successful Bidder. The JIPSD may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Bidder shall also require any subcontractors to carry the same coverages in the same amounts.

Emailed or faxed Insurance Certificate(s) and Endorsement(s) will be accepted.

**ATTACHMENT A**

**SPECIAL INSTRUCTIONS/  
TERMS AND CONDITIONS**



**INVITATION FOR BIDS  
SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS**

**1. PRE-BID CONFERENCE AND SITE VISIT:**

Interested Bidders are required to attend a MANDATORY pre-bid conference on Wednesday, November 28, 2018 at 9:00 a.m., at 1739 Signal Point Road, Charleston, SC 29412. Bids will only be considered from Bidders that send an authorized representative to the pre-bid walk-through. Attendees must sign the JIPSD's sign-in sheet at the beginning of the walk-through.

**2. WRITTEN QUESTIONS DEADLINE:**

The last day and time for submittal of written questions shall be no later than **5:00 p.m., December 10, 2018.**

**3. BID SUBMITTAL DEADLINE:**

Bids will be received until **2:00 p.m., Wednesday, December 18, 2018, (as indicated on the official clock in the Conference Room)** after which time will be publicly closed and read. Bidders are invited to attend the opening of this bid at the time stated above.

**4. PROJECT TIME OF COMPLETION:**

Time of completion for this project shall be three hundred sixty-five (365) calendar days beginning January 1, 2019 – December 31, 2019.

**5. DAMAGES**

The JIPSD has defined this section in the Sample Contract under Section Eighteen.

**6. PAYMENT TO CONTRACTOR**

The JIPSD shall pay successful Bidder for the performance of the Work, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in Attachment C, Sample Contract, on the following basis:

One (1) monthly payment based on completed Work with the acceptance of the Work by the JIPSD's authorized representative. The JIPSD may at any time request backup documentation for any invoice for which it reasonably has questions. Payment may be withheld until such information is provided, as required by the JIPSD.

**7. PERMITS AND LICENSES**

The successful Bidder shall, without additional expense to the JIPSD, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, City of Charleston, or Charleston County or any other authority having jurisdiction. Prior to execution of a contract, the successful Bidder may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina or Charleston County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

# **ATTACHMENT B**

# **SCOPE OF WORK**

**INVITATION FOR BIDS**  
**SCOPE OF WORK**

**1. General**

The Custodial Contractor shall furnish all necessary trained personnel, supervision, equipment, tools, and other accessories required to perform the custodial services at the JIPSD'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 Work described herein.

**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 JIPSD's Outcome Standards outlined in section 2 (outcome standards (Required Results) for Performance based services) of this Scope of Work.

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

There are no specific security procedures that would cause delays or added costs for the Contractor. The JIPSD 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**

Floors (VCT) - 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. (Entrance Mats are provided by JIPSD).

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

Corners and Thresholds - Shall be free of dust and cobwebs, dried-soil, crud, finish buildup, and debris.

Walls and Fixtures - Shall be free of dust, cobwebs, and soil. Walls behind waste and trash cans need to be clean.

**B. Corridors**

Floors and Cove Bases - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris.

Walls and Fixtures - Shall be free of dust, cobwebs, and soil. Walls behind waste and trash cans need to be clean.

Water Fountains- Shall be free of dust, cobwebs, soil, and water spots. Disinfected and polished to a streak free shine.

### 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 JIPSD. Sanitation levels shall be closely monitored by inspection.

Dispensers - Shall be disinfected, free of dust, bacteria and soil. Dispensers will be restocked by JIPSD.

Hardware (including door handles) - Shall be sanitized, free of dust, soil, and bacteria.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film.

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, and cleaner residue.

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 Door Handles - Shall be free of dust, cobwebs, soil, spots and stains.

Floors and Baseboards - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris.

Ceiling 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.

### D. Offices

Furniture and Equipment - Shall be free of dust, cobwebs, dried soil, and soil. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks, and film. Do not move papers, files or folders on desks.

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.

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. 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.

Floors, Carpets and Cove Bases - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris.

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.

F. Kitchen and Break Areas

Cabinets, Range Top, and Doors - exterior tops, sides and front shall be sanitized, clean and free of dust, soil, cleaner residue and soap film.

Microwaves & Refrigerators – door handles sanitized, interior and exterior clean and free of food particles, dried soil and spills.

Waste Containers - Contents shall be removed from waste containers and liners replaced. Inside and outside of the container shall be clean and disinfected. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container. Walls adjacent to containers should be cleaned from dust, soil, food particles, and other stains.

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

Walls and Switches - Shall be free of dust, cobwebs, dried soil and soil. Walls behind waste and trash cans need to be clean.

G. Miscellaneous –

Recycle Containers – JIPSD will be responsible for removing contents, cleaning and sanitizing.

Air Vents - Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.

Ceilings - all cobwebs shall be removed.

## **GENERAL POLICY**

### **1. Contractor's Performance**

#### A. Requirements

The Custodial Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment, tools, cleaning chemicals, supplies, and other accessories required to perform the custodial services at the JIPSD'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 Work described herein.

#### B. Quality and Acceptability of Work

The JIPSD's Facilities Maintenance Specialist 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 Facilities Maintenance Specialist, performance becomes unsatisfactory, the JIPSD shall notify the Contractor, its authorized representatives, or agents.

#### C. Contacting the Contractor

The Contractor must have a telephone and an independent, continuously operating email and/or text number where it can be contacted during business hours immediately, and the Contractor must call back within sixty (60) minutes of the originating call.

#### D. Inspection Method

The Contractor shall accompany the Facilities Maintenance Specialist on inspection of the Work when requested. JIPSD 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 Facilities Maintenance Specialist may inspect random areas daily, weekly and monthly, depending on the overall history of the satisfaction of the Work. See Appendix-5, Proposed Custodial Inspection Report. This is to insure the Contractor is in compliance with the required outcome as described in this IFB.

#### E. Unsatisfactory Cleaning Performance

If the Contractor is notified of an unsatisfactory cleaning performance, the Contractor will have one (1) business day from that time to initiate corrective action in any specific instance of unsatisfactory cleaning performance.

In the event the Contractor has not initiated corrective action for the unsatisfactory cleaning performance within the one (1) business day time frame after notification as described above, the JIPSD has the right to immediately complete the Work to its satisfaction, through use of JIPSD employees at a rate equal to the employee's hourly rate plus twenty-percent (20%) for JIPSD administrative costs, or through use of outside contractor(s) at the rate charged to the JIPSD plus twenty-percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor.

**1. Pre-Start-up Meeting and Start-up**

The Contractor shall be required to attend a start-up meeting with the Facilities Maintenance Specialist no less than one (1) week prior to the start date of the Contract. Such meeting may include a walk-through of each facility.

**2. Additions, Deletions, Changes**

The JIPSD reserves the right to add, delete, or change an item or items or any portion of an item of the Contract 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 contract 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 Contract.

**3. End of Contract Review**

- A. Approximately ten (10) days prior to the end of the Contract, the Contractor's representative and the JIPSD representative will schedule a walkthrough inspection of the facilities 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 JIPSD will withhold the last monthly payment for that facility until the cleanliness standards are met.

**4. 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.

**5. Property Damage**

The Contractor shall be responsible for repair of any damage to JIPSD 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 JIPSD. Any repair or restoration of these damages shall be performed in a timely fashion and at no cost to the JIPSD. This includes but is not limited to: unintentional damage caused by power cords, vacuum cleaner or products.

**6. General Contract Conditions**

As a minimum, Contractor 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 its employees working under this Contract. The Contractor is not allowed to employ illegal aliens to perform custodial services or any services in JIPSD facilities.

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

- 1. Employees shall always wear or have in their possession an identification badge provided by the Contractor while on the premises.

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 not open drawers, file cabinets, or use any telephone unless an emergency arises. (e.g., fire, theft, vandalism, etc.)
5. Employees shall not 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 re-locked.
6. Employees shall not clean or move copy machines or other office machines except when specifically requested by the JIPSD.
7. 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.
8. **Employees shall not bring visitors or children to the job site while performing contract services.**
9. 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.

B. Inspection

The Contractor shall accompany a designated JIPSD representative(s) on inspection of the work when requested. JIPSD 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 Facilities Maintenance Specialist may inspect random areas weekly, depending on the overall history of the satisfaction of the Work. See Appendix-5, Proposed Custodial Inspection Report. This is to insure the Contractor is in compliance with the required outcome as described in this IFB.

C. Default

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

D. Complaints

The Contractor shall correct all complaints and supply special requests for services within a reasonable time period. Uncorrected complaints, if not considered unreasonable, shall be cause for the JIPSD to avail itself of all contractual and legal remedies.

E. Special Requirements

Should any routine custodial duties that have been inadvertently omitted, the Contract is to be interpreted to include same.



**11. Additional JIPSD 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 JIPSD, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by the JIPSD on the basis of the hourly labor rate specified by the Contractor.

**12. Building Access**

- A. Access to each building shall be as directed by the Facilities Maintenance Specialist.
- B. All doors shall be locked on completion of cleaning.
- C. Only authorized Contractor employees are allowed on the premises of the JIPSD buildings. 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.

**13. Additional Information**

The following additional information for providing custodial services at various buildings is attached as appendices to the scope of work.

- Appendix-1     Routine Task List
- Appendix-2     Custodial Inspection Report

**Routine Task List - Appendix 1**

<b>Entrances, Hallways &amp; Offices</b>	<b>Every Visit</b>
Empty trash cans and replace liners	X
Clean and sanitize drinking fountains	X
Clean door glass	X
Mop floors	X
Sanitize door handles	X
<b>Restrooms</b>	
Empty trash cans and replace liners	X
Clean and disinfect sinks, toilets, urinals and vanities	X
Clean all mirrors	X
Mop and disinfect floors	X
Clean partitions and walls next to urinals	X
Flush floor drains and traps with deodorizer	X
Sanitize door handles	X
<b>Conference Room</b>	
Empty trash cans and replace liners	X
Mop floors	X
Wipe Conference Table, dust chairs, dust equipment	X
Sanitize door handles	X
<b>Breakrooms and Break Areas</b>	
Sanitize all counters, horizontal surfaces, door handles	X

**Proposed Custodial Inspection Report**

This report is subject to change as necessary to meet the needs of the JIPSD

<b>Building #:</b>				
<i>Service Provided</i>	<i>Comments</i>	<i>Meets Expectations</i>	<i>Unsatisfactory Condition</i>	<i>Needs Immediate Attention</i>
Waste Baskets				
Dusting				
Restrooms				
Hard surface Floors				
Additional Comments:				

# **ATTACHMENT C**

# **SAMPLE CONTRACT**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

CONTRACT  
No. FAC 2018-2

**THIS CONTRACT** (hereinafter the "Contract") entered into this \_\_\_\_ day of (Month), 2018 between the **JAMES ISLAND PUBLIC SERVICE DISTRICT**, Charleston, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "JIPSD") and **(NAME OF COMPANY/INDIVIDUAL)**, a (State Name) Sole Proprietorship/Partnership/Corporation, Limited Liability Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter the "Contractor"), ("Party" as to each; collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the JIPSD wishes to contract for Custodial Services ("Work" and/or "Services"); and

**WHEREAS**, the Contractor has represented to the JIPSD that its staff is qualified to provide the Work required in this Contract in a professional, timely manner; and

**WHEREAS**, the JIPSD has relied upon the above representations by the Contractor; and

**NOW, THEREFORE**, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-referenced recitals incorporated into this Contract herein by reference, the Parties hereto hereby agree as follows:

**SECTION ONE**

**Contract Documents**

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

Exhibit A: Invitation for Bids (IFB) NO. FAC 2018-2 / Scope of Work

Exhibit B: Contractor's Insurance Certificate(s) and Endorsement(s)

Exhibit C: Drug Free Workplace Certification

Exhibit D: Contractor's Bid dated

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

As between the Contract and the Contract Documents, which make up this Contract, the Contract shall govern.

In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the Contractor shall notify the JIPSD immediately upon discovery of the same for resolution by the JIPSD.

Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

**SECTION TWO**

**Scope of Work**

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a timely and workmanlike manner, professional in all aspects, and in accord with all applicable laws, rules and regulations.

The Contractor shall provide the services pursuant to the attached Scope of Work and Contractor's Proposal marked as Exhibits A and D that are incorporated by reference.

The Contractor shall commence the Work as specified in the Notice to Proceed, when it is issued, but not before it is issued. Coordination of the Work and administration of this Contract shall be by the Facilities Maintenance Specialist.

**SECTION THREE**

**Contract Price: Payment Terms**

JIPSD agrees to pay for the performance of the Work described in this Contract, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated herein on the following basis:

Contract Price:      Thousand      Hundred Dollars and /100 (\$      .      ) (Lump Sum Total including Taxes)

Payments:

Contractor shall be paid monthly upon completion of the Work which shall be paid by the JIPSD 's authorized representative. Final Acceptance is defined as the JIPSD accepting the Work from the Contractor when the JIPSD deems the Work completed in accordance with the terms of the Contract.

Final Payment is defined as the last payment from the JIPSD to the Contractor of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

All invoices shall be addressed to:

James Island Public Service District  
Accounts Payable  
PO Box 12140  
Charleston, South Carolina 29412

## **SECTION FOUR**

### **Time: Term of Contract**

The JIPSD hereby contracts with Contractor to provide the Work specified herein for a period of one (1) year beginning January 2019.

The Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the work within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Work. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

## **SECTION FIVE**

### **Insurance Requirements**

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit B, Insurance Certificate(s) and Endorsement(s), which is attached hereto and previously incorporated by reference. The JIPSD may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

## **SECTION SIX**

### **Compliance with Legal Requirements**

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of these Services. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the JIPSD harmless and indemnify same in the event of non-compliance as set forth in the Contract.

The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended) and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the JIPSD harmless and indemnify same in the event of non-compliance.

## **SECTION SEVEN**

### **Drug-free Workplace Act**

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The JIPSD requires all contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

## **SECTION EIGHT**

### **Contractor's Warranties and Representations**

The Contractor represents that its staff is knowledgeable about and experienced in performing the Services required in this Contract and warrants that it will use best skill and attention to provide above described Services in a professional, timely manner.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their services product, as though the Contractor had performed the Services itself.

- A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Services covered by the bid and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Contracts and Procurement Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Services. When required by this Contract or when called for by the Contracts and Procurement Director, the Contractor shall provide full information concerning the material or articles that he contemplates incorporating in the Services. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the JIPSD shall be at the risk of subsequent rejection by the JIPSD.
- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the JIPSD and copies of said warranties will be furnished by the Contractor to the JIPSD upon completion and final acceptance of the Services.
- C. In addition to any manufacturer's warranties, all labor and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the JIPSD.

## **SECTION NINE**

### **Retention of Records**

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the JIPSD, any federal grantor agency, the Comptroller General of the United States, any state grantor

agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

## **SECTION TEN**

### **State and Local Taxes**

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the Contractor is a non-South Carolina company, the JIPSD will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes JIPSD with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the JIPSD for any loss, cost, or expense incurred by, levied upon or billed to the JIPSD as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts, and shall ensure withholding on out of state subcontractors to which withholding is applicable.

## **SECTION ELEVEN**

### **Independent Contractor**

The Contractor is an independent contractor and shall not be deemed the agent or employee of the JIPSD for any purpose whatsoever. Contractor shall not hold himself out as an employee of the JIPSD, and shall have no power or authority to bind or obligate the JIPSD in any manner, except the JIPSD shall make payment to the Contractor for services and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the JIPSD to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

## **SECTION TWELVE**

### **Other Contracts**

The JIPSD reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the Work/Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, JIPSD employees and carefully fit its own work/services to such work/services as may be directed by the JIPSD. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by JIPSD.

## **SECTION THIRTEEN**

### **Permits and Licenses**

The Contractor shall, without additional expense to the JIPSD, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the Charleston County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued



by the State of South Carolina and Charleston County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

#### **SECTION FOURTEEN**

##### **Safety, Health, and Security Precautions**

The Contractor shall take proper safety, health and security precautions to protect its workers and the JIPSD 's property, workers and the public at all times during the term of this Contract. Emergency exits shall not be blocked and doors shall be secured by Contractor when Work is temporarily suspended and after each work day. All materials shall be stored securely, protected from theft or damage.

#### **SECTION FIFTEEN**

##### **Inspection and Acceptance**

All Work shall be subject to inspection and test by the JIPSD at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the JIPSD not to conform to the Contract requirements.

#### **SECTION SIXTEEN**

##### **Conditions Affecting the Work**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions that can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing the Work without additional expense to the JIPSD. The JIPSD assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the JIPSD are expressly stated in this Contract.

#### **SECTION SEVENTEEN**

##### **Cleanup Work: Repair of Damages**

Contractor will restore or replace, when and as directed by the JIPSD, any public or private property damaged or destroyed by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

#### **SECTION EIGHTEEN**

##### **Actual Damages**

The Contractor expressly agrees that if the Services, or any part thereof, is not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor and its sureties shall be liable to the JIPSD for actual damages that relate to the Contractor's failure to perform or complete the Services in the manner described above. If actual damages are agreed to by the JIPSD and the Contractor or awarded by the Court, the JIPSD shall have the right to deduct from and retain out of monies, which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the JIPSD is not sufficient to pay in full such actual damages, the Contractor and/or its sureties shall pay to the JIPSD the amount necessary to effect payment in full of such actual damages.

**SECTION NINETEEN****Suspension of Work**

The Director of Wastewater Services may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the JIPSD. The JIPSD may suspend performance of its obligations under this Contract in good faith for the convenience of the JIPSD or to investigate matters arising in the Services.

The Director of Wastewater Services may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Services.

When the Director of Wastewater Services orders any suspension of the Services under the paragraph above, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services are suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the JIPSD provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

**SECTION TWENTY****Modification of Contract**

The JIPSD's Director of Wastewater Services has the unilateral right to modify this Contract when the modification is in the best interest of the JIPSD, provided however, the Contractor is given written notice of any such modification and the JIPSD is responsible for paying Contractor for any additional expenses incurred by the Contractor that relate to the modification. Subject to the above, the Contractor shall immediately notify the JIPSD in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Director of Wastewater Services, and the JIPSD is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

**SECTION TWENTY-ONE****Termination****A. For Convenience**

The Director of Wastewater Services, by advance written notice, may terminate this Contract when it is in the best interests of the JIPSD. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

**B. For Default**

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the JIPSD, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the JIPSD, to be material (including, without limitation, the requirement that

Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the JIPSD shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this Section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the JIPSD resulting from the Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

#### C. Termination for Non-Appropriation of Funds

The Director of Wastewater Services, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, county or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

#### D. Rights Cumulative

The rights and remedies of the JIPSD provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

### **SECTION TWENTY-TWO**

#### **Indemnification**

Except for expenses or liabilities arising from the negligence or intentional acts of the JIPSD, the Contractor hereby expressly agrees to indemnify and hold the JIPSD harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the JIPSD and/or its officers or employees or by any member of the public, to indemnify and save the JIPSD and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the JIPSD. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the JIPSD and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the JIPSD's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the JIPSD submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the JIPSD and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the JIPSD and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the JIPSD's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the JIPSD submits notice of a claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the JIPSD, the Contractor's obligations shall be reduced in proportion to the JIPSD's fault. The obligations herein shall also extend to any actions by the JIPSD to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

### **SECTION TWENTY-THREE**

#### **Gratuities and Kickbacks**

**Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

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

Violation of this clause may result in Contract termination.

### **SECTION TWENTY-FOUR**

#### **Labor: Subcontractors**

No subcontracts shall be allowed without the prior written approval of the JIPSD. The Contractor shall not contract with a proposed person or entity to whom the JIPSD has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by the Contractor shall be effected under conditions which are satisfactory to the JIPSD. The Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the JIPSD.

The Contractor assumes the responsibility for assuring that its working forces are compatible with the JIPSD employees and the Contractor is responsible for making itself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction.

**SECTION TWENTY-FIVE**

**Assignment**

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the JIPSD or its Assignee. The Contractor shall not assign any money due or that may become due to it under said the Contract without the prior written consent of the JIPSD or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

**SECTION TWENTY-SIX**

**Controlling Law**

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

**SECTION TWENTY-SEVEN**

**Entire Contract**

This Contract constitutes the entire understanding and contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

**SECTION TWENTY-EIGHT**

**Severance**

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

**SECTION TWENTY-NINE**

**Non-waiver**

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract under their several seals the day and year first written above.

*(Signatures on next page)*

**CONTRACTOR:**

**JAMES ISLAND PUBLIC SERVICE  
DISTRICT:**

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

\_\_\_\_\_  
Susan Gladden  
Chief Financial Officer

**Attest:**  
  
\_\_\_\_\_

**Attest:**  
  
\_\_\_\_\_

# **ATTACHMENT D**

# **SAMPLE FORMS**

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

Contractors working for the James Island Public Service District are required to procure and maintain for the duration of their contract with the JIPSD insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or subconsultants. 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 (ISO) Commercial General Liability Coverage Form ("occurrence") CG 00 01 10/01.
2. Insurance Services Office Business Auto Coverage Form CA 00 01 1% 1 covering automobile liability for all "owned, hired and non-owned autos".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **COMMERCIAL 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. **BUSINESS AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$500,000 each accident, \$500,000 policy limit, and \$500,000 each employee.

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

1. Commercial General Liability and Automobile Liability Coverages

The JIPSD, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the JIPSD, its officials, employees or volunteers. To accomplish this objective, the JIPSD shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office (ISO) Commercial General Liability Endorsement CG 20 10 10/01 (*Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization*) and CG 2037 (*Additional*



*Insured-Owners. Lessees or Contractors-Completed Operations*) or their equivalent endorsements. Contractors' insurance coverage shall be primary insurance as respects the JIPSD, its officials, employees and volunteers. Any insurance or self-insurance maintained by the JIPSD, 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 JIPSD, its officials, employees or volunteers.

1. Workers' Compensation

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

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the JIPSD.
- F. Each Insurance policy required by the JIPSD shall be endorsed to state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered to the JIPSD within policy provisions.
- G. All coverages for subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-and minimum Financial Size Category (FSC) of VIII or greater. Exceptions to this requirement must be approved in writing by the Chief Financial Officer.
- I. The Contractor shall furnish the JIPSD 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 JIPSD Finance Department before work commences.

The JIPSD reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be emailed

Susan Gladden, Chief Financial Officer at [gladdens@jipsd.org](mailto:gladdens@jipsd.org)

SAMPLE CERTIFICATE OF INSURANCE						
<b>Producer</b> ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.				
<b>Insured</b> XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345		<b>COMPANIES AFFORDING COVERAGE</b>				
		Company A (Issuing Company)				
		Company B				
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> Comm. General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contract's Prot <input checked="" type="checkbox"/> Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability  The Proprietor/Partners/Executive Officers Are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	XXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	<input type="checkbox"/> Statutory Limits	
					Each Accident	\$500,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$500,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. 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.						
CERTIFICATE HOLDER				CANCELLATION		
JAMES ISLAND PUBLIC SERVICE DISTRICT ATTN: FINANCE DEPARTMENT 1739 SIGNAL POINT ROAD CHARLESTON, SC 29412				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative		
				AUTHORIZED REPRESENTATIVE		

**James Island Public Service District  
Drug-free Workplace Certification  
(Contractor/Vendor Other Than Individuals)**

**Certification form is required for all contracts for a stated or estimated value of \$50,000 or more.**

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for James Island Public Service District projects or services.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44- 107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug- free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
  - (a) Abide by the terms of the statement: and
  - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
  - (a) Taking appropriate personnel action against the employee, up to and including termination; and
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

**JIPSD Contract Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Contractor/Vendor Name:** \_\_\_\_\_

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

**Authorized Representative**

**Name/Title:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.**

# **ATTACHMENT E**

# **REQUIRED FORMS**

**BID FORM**  
**Page One**

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

1. That the Bidder has carefully examined the plans and specifications with the related documents and the site of the Project for which the Bidder is submitting a bid.
2. That the Bidder is familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies, and labor.
3. That, if the Bidder is awarded the Contract, the Bidder will provide all labor, material, supplies, and equipment and execute the Work in accordance with the Contract Documents.
4. That, if the Bidder is awarded the Contract, the Bidder will commence Work after the issuance of a "Notice to Proceed" as required in the resulting Contract.
5. That, if the Bidder is awarded the Contract, the Bidder agrees that if the Work or any part thereof is not completed within the Contract Time (including any extension thereof), the Bidder will be liable for Actual Damages in accordance with the Contract.
6. That, if the Bidder is awarded the Contract, the Bidder will provide insurance coverage as required in Attachment D, Sample Forms. The cost of the insurance is included in the bid.
7. That the Bidder understands that the JIPSD reserves the right to reject any bids which do not meet the requirements or all bids in the event that the Project is canceled or postponed.
8. That, if the Bidder is awarded the Contract, the successful Bidder will enter and execute the Contract as required.
9. That the Bidder will hold their bid open for a period of Sixty (60) Calendar Days from the date that bids are due.
10. That the Bidder is legally able to enter into and perform a contract, if awarded.

**BID FORM**  
**Page Two**

The undersigned hereby offers to furnish all services, cleaning supplies, equipment, labor and supervision necessary for Custodial Services in accordance with the specifications and Contract Documents for this Invitation for Bid. **(JIPSD will provide & stock can liners, tissues, paper towels and hand soap.)**

**BID PRICES:**

The “Bid Price” must include all costs for the Project that are associated with Custodial Services as specified in this IFB. **Bid Prices must include any and all applicable taxes.**

Building	Cost per Month	Cost per Year
1	\$	\$
2	\$	\$
5	\$	\$
<b>Window Cleaning (Inside &amp; Out) Buildings 1, 2 &amp; 5</b>	\$	\$
<b>Total</b>	\$	\$