

INVITATION FOR BIDS (IFB)
SOLICITATION #EYA - SCWORKS-2020-001
CUSTODIAL SERVICES

For

**Berkeley Charleston Dorchester Council of Governments
(BCD COG) Facilities**

Operated by Eckerd Youth Alternatives, Inc.

November 23, 2020

Invitation for Bids
Solicitation #EYA-SCWORKS-2020-001
For
Custodial Services

November 23, 2020

Invitation for Bids from qualified companies will be received by the Eckerd Youth Alternatives, Inc. **1930 Hanahan Rd, North Charleston, SC, 29406 for Custodial Services for Trident facilities located at 1930 Hanahan Rd, North Charleston, SC 29406**

Bids will be received until **3:00 P.M., local time, December 7, 2020**, after which time will be publicly opened and read.

Bidders may obtain sets of Bid Documents from the Eckerd Youth Alternatives, Inc. 1930 Hanahan Rd, North Charleston, SC, 29406. Or request them by e-mail at dsmalls@eckerd.org

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

Sincerely,

Deidre Smalls
One-Stop Manager
Eckerd Youth Alternatives, Inc.

INTRODUCTION

Eckerd Youth Alternatives, Inc. is in need of Custodial Services for their SC Works facilities located at 1930 Hanahan Road, North Charleston, SC, 29406.

BACKGROUND

Eckerd Youth Alternatives, Inc. provides workforce investment act programs within the Berkeley Charleston Dorchester region. Berkeley Charleston Dorchester Council of Governments (BCD COG) is funded, in part, by DOL and SCDEW. Berkeley Charleston Dorchester Council of Governments (BCD COG) AND Eckerd Youth Alternatives, Inc. is subject to the regulations of the U.S. Department of Labor (DOL), South Carolina Department of Employment and Workforce (SCDEW), and federal, state and local laws.

GLOSSARY OF COMMON TERMS

<u>DOL</u>	Department of Labor (U.S.)
<u>BIDDER</u>	The firm which submits a Bid to Eckerd Youth Alternatives, Inc., in response to this IFB, seeking to be selected as the Contractor.
<u>IFB</u>	Invitation for Bids
<u>SCDEW</u>	South Carolina Department of Employment and Workforce

SPECIAL INSTRUCTIONS

A. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 P.M. EST, DECEMBER 7, 2020**, after which time will be publicly opened and read.

B. TIME/TERM OF AGREEMENT:

The agreement resulting from this solicitation will be for a period of 12 months, effective from the date of issuance of the Notice to Proceed and may be renewed annually for a period not to exceed five (5) years

The Bidder expressly acknowledges that time is of the essence in completion of each project and that the time limits and dates are critical components of the Agreement. Bidder warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within the time limits, including time for likely delays caused by weather or from other sources. Successful bidder will not be compensated for any delays, obstructions or hindrances beyond the time set forth herein.

Successful Bidder's only remedy for delays, obstructions, or hindrances may be an extension of time to perform the Services, granted solely at the reasonable discretion for Eckerd Youth Alternatives, Inc.. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

C. SCOPE OF SERVICES

Provide Eckerd Youth Alternatives, Inc. with Custodial Services for its SC Works Trident facilities located in North Charleston, SC indicated in the following specifications:

1. General

Eckerd Youth Alternatives, Inc. seeks a Contractor(s) to provide Custodial Services for the SC Works Trident facilities. Contractor will furnish all labor, uniforms, badges, materials, equipment, transportation, supervision, and management required to provide Custodial Services in accordance with all terms and conditions of this IFB. Contractor shall perform all required duties as defined below.

This is a fee for service contract. Billing is due no later than the 5th of every month. 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 Eckerd Youth Alternatives, Inc. performance objective. It is important that the Contractor clearly define all aspects of service to reach the outcome desired by the Eckerd Youth Alternatives, Inc.

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

The premises shall be maintained with nothing but the highest standards at no less than the frequencies set forth herein. The frequencies indicated herein are general, minimum requirements for the purposes of identifying overall maintenance frequencies. In short, the building should be cleaned consistently, depending on traffic and usage; this may mean more service above the minimum. No extra compensation is to be paid. In the event of any conflict or inconsistency in the interpretation thereof, the Eckerd Youth Alternatives, Inc. Contracts Manager shall resolve said conflict or inconsistency.

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

There are no specific security procedures that would cause delays or added costs for the Contractor. Eckerd Youth Alternatives, Inc. WILL require security checks on any and all employees at any given time prior to commencement and throughout the life of the contract.

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

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

A. Entrances (LOBBY AREA/WAITING AREA)

Mats and Carpet - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall

also be free of dust, soil, and cleaner residue. **Carpet will be vacuumed daily.** Carpet will be cleaned once every quarter (three months).

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

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

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

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

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

B. Corridors

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

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

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

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

C. Restrooms

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross infection is considered to be of the highest priority by the Eckerd Youth Alternatives, Inc. Sanitation levels shall be closely monitored by inspection, and approved testing methods.

Public Restrooms will be cleaned twice per day and mopped daily, but may require mopping at mid-day cleaning.

Dispensers - Shall be free of dust, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Dispensers shall be refilled when required with proper expendable supplies. Supplies shall be properly installed so that soap ejects freely and paper towels dispense as intended. This means that when replenishing towels, they are interconnected to the last towel in the dispenser. (Special Note: The Charleston Center 1930 Hanahan Road, North Charleston, SC uses another service for bathroom dispensers & products).

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

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

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

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

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

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

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Ceramic walls and wainscots, and metal kick plates, handles, and push plates on doors shall also be polished dry.

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

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

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

D. Offices

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

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

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

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

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

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

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

E. Windows

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

F. Kitchen and Break rooms

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

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

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

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

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

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

Ceilings - all cobwebs shall be removed.

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

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

G. Janitor Closet and Store Rooms

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

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

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

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

Bright Work shall be cleaned, descaled, and polished.

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

H. Trash

All Trash cans shall be emptied daily.

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

Recycling – Bins shall be emptied as needed.

I. Exterior of Building

Clean Building Entrance Areas: Clean to ten **(10) feet of outside building perimeter** by sweeping concrete surfaces, removing trash, leaves, grass, and other litter. Clean mats by sweeping free of loose dirt and other foreign matter. Porch areas will be cleaned to ensure it is free of dirt, litter, spills, etc.

3. **Contractor's Performance**

A. Requirements

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

B. Quality and Acceptability of Work

The Eckerd Youth Alternatives, Inc. or authorized representative shall decide all questions which may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion of the authorized representative, performance becomes unsatisfactory, the Eckerd Youth Alternatives, Inc. shall notify the Contractor, its authorized representatives, or agents.

C. Contacting the Contractor

From one (2) hours before the work shift through one (2) hours after each work shift, the Contractor must have a telephone and an independent, continuously operating fax number where it can be contacted immediately, and the Contractor must call back within sixty (60) minutes of the originating call. The Contractor's telephone number must be free of charge for Eckerd Youth Alternatives, Inc.'s use.

D. Inspection Method

Periodic Inspection will be made by an authorized representative of Eckerd Youth Alternatives, Inc. Eckerd Youth Alternatives, Inc. will undertake a planned sampling method to evaluate Contractor performance. Eckerd Youth Alternatives, Inc. will evaluate tasks selected on other than 100 percent or random sampling basis. A predetermined plan for inspecting part of the

work will be established using a subjective judgment to determine what work to inspect and how frequently to inspect it.

For example: Eckerd Youth Alternatives, Inc.'s authorized representative shall randomly inspect and evaluate the compliance of the custodial work for contract compliance against the required results as defined in the contract.

E. Unsatisfactory Cleaning Performance

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

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

F. Shortage of Cleaning Supplies

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

4. OSHA Guideline Compliance

A. OSHA Guidelines Hazardous Communications

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

B. Material Safety Data Sheets

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

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

C. Labeling of Hazardous Materials

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

D. Caution Signs

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

E. OSHA Guidelines Blood Pathogens

The Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to Eckerd Youth Alternatives, Inc. at the pre-start up meeting.

The custodian is responsible for cleaning bodily fluid spills.

5. Storage Space

- A. The Contractor may store supplies, materials and equipment in a storage area on the premises designated by the Eckerd Youth Alternatives, Inc.'s authorized representative. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of this storage space will be subject to availability and approval.
- B. No materials or equipment shall be stored or temporarily set in restrooms or other spaces accessible to the public unless otherwise designated by an authorized representative of Eckerd Youth Alternatives, Inc.

6. Pre Start-up Meeting and Start-up

- A. The Contractor shall be required to attend a start-up meeting with an Eckerd Youth Alternatives, Inc.'s authorized representative no less than one (1) week prior to the contract start date. Such meeting will include a walk-through of the facility.
- B. A Contractor Supervisor shall be on-site to orient employees the first day of the agreement. Throughout the entire agreement period, a Contractor supervisor shall be on-site to orient employees the first day of all Contractor new hires or employees newly assigned to a specific location.

7. Additions, Deletions, Changes

Eckerd Youth Alternatives, Inc. reserves the right to add, delete, or change an item or items or any portion of an item of the agreement with a fifteen (15) -day notice to the Contractor. Additions and deletions will result in added or deleted cost to the service fee which is in keeping with the prices of that item or like item. Changes to the agreement shall result in alteration of the fee which is consistent with the original prices. Such additions, deletions, or changes shall not nullify the contract; and the Contractor agrees to perform the work as altered, the same as if it had been part of the original agreement.

8. **Alteration of Work**

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

9. **End of Contract Review**

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

10. **Safety Measures**

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

11. **Property Damage**

The Contractor shall be responsible for repair of any damage to Eckerd Youth Alternatives, Inc. 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 Eckerd Youth Alternatives, Inc. Any repair or restoration of these damages shall be performed in a timely fashion and at no cost to Eckerd Youth Alternatives, Inc. This includes unintentional damage caused by power cords, vacuum cleaner or products.

12. **General Contract Conditions**

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

A. **Contractor Employee Policy**

The Contractor agrees to be responsible for, and shall provide general supervision of all his employees working under this contract. **Whenever any employees are working, there shall be a designated supervisor directing his/her work.** It is not intended that Eckerd Youth Alternatives, Inc. shall be expected to supervise, or otherwise inspect the work on a daily basis. It is expected that the Contractor will make certain the facilities are clean as outlined in the accepted Bid.

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

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

1. **Employees shall wear an identification badge and a distinct uniform** provided by the Contractor at all times while on the premises. All employees are to be in uniforms that bear company name or logo. Uniforms are not to be dirty, stained, or torn. Identification badges shall be furnished to all employees by the Contractor and worn by all Contractors' employees while on Eckerd Youth Alternatives, Inc.'s premises. The badge shall have the employee's picture, and name.
2. Employees shall be of good integrity and character.
3. Employees shall not disturb any papers, boxes, or other materials except those in trash receptacles or those properly identified as trash.
4. Employees shall report any property loss or damage, fire, or unusual situation, to their supervisor immediately. The employees and supervisor shall immediately respond as appropriate to the situation. The supervisor shall report all such occurrences, within 24 hours to the Facilities Manager, Deidre Smalls, 1930 Hanahan Rd., North Charleston, SC 29406, in writing, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
5. Employees shall not open drawers, file cabinets, or use any telephone unless an emergency arises. (e.g., fire, theft, vandalism, etc.)
6. Employees shall not leave keys in doors or admit any one into any building or office who is not a designated employee of the Contractor. All doors which were locked upon entry will be immediately re-locked.
7. Employees shall not clean or move copy machines or other office machines except when specifically requested by Eckerd Youth Alternatives, Inc.
8. Employees shall not engage in idle or unnecessary conversation with Eckerd Youth Alternatives, Inc. employees, other employees of the Contractor, tenants, or visitors to the building.
9. Employees shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of any item found in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.
10. **Employees shall not bring visitors or children to the job site while performing contract services.**
11. Upon request of Eckerd Youth Alternatives, Inc.'s Contracts Manager to the Contractor, any Contractor's employees who fail to abide by these or other rules established by Eckerd Youth Alternatives, Inc. will be immediately asked to leave the facility and replaced by another qualified employee of the Contractor.

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

B. Performance Interference

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

C. Inspection

The Contractor shall accompany a designated representative(s) on inspection of the work when requested by Eckerd Youth Alternatives, Inc. Eckerd Youth Alternatives, Inc. 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, Eckerd Youth Alternatives, Inc. may inspect the site daily, weekly and monthly, depending on the overall history of the satisfaction of the services. See Attachment E, Forms, Proposed Custodial Inspection Report. This is to insure the Contractor is in compliance with the required outcome as described in this IFB.

D. Default

Failure to satisfactorily perform the services required by the contract will be grounds for Eckerd Youth Alternatives, Inc. to declare the Contractor in default.

E. Complaints

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

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

F. Special Requirements

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

G. Supplies and Equipment

The Contractor will submit a list, with their bid, of the supplies, materials, and equipment to be used in support of this contract. All such supplies/materials will be subject to Eckerd Youth Alternatives, Inc.'s approval.

13. Additional Requested Custodial Services

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

14. Training

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

15. Building Access

- A. Access to each building shall be as directed by an authorized representative at the facility.
- B. Access to designated restricted areas is forbidden by Contractor's employees. "Restricted Areas" will be designated by an authorized representative at the facility.
- C. All doors shall be locked on completion of cleaning and any alarm system reset. Doors shall not be propped or otherwise left open.
- D. Only authorized Contractor employees are allowed on the premises of the EYA 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.
- E. It is the Contractors responsibility to immediately notify EYA of any employee that is let go so access to the building is removed and all property and keys are recovered.

16. On-Site Supervision

- A. The Contractor shall provide on-site supervision to assure competent performance of the work during the scheduled hours. The Contractor will make sufficient routine inspections to ensure that the work is performed as required by this Contract.
- B. Communication devices: For immediate communication, Contractor shall provide cellular telephones to each shift supervisor. The number(s) shall be provided to Eckerd Youth Alternatives, Inc.

17. Time Is of the Essence

Because Eckerd Youth Alternatives, Inc. is providing services which involve the health, safety, and welfare of the general public, delivery time is of the essence. Services must be provided in accordance with the proposed schedule submitted by the Contractor.

18. Additional Information

The following additional information for providing custodial services at the One Stop Career Center will be provided to the successful bidder.

Appendix-1 Building Security Procedures
Appendix-2 Holiday Schedule
Appendix-3 Square Footage and Traffic Flow per Facility
Appendix-4 Custodial Inspection Report

19. CONTACTS FOR ECKERD YOUTH ALTERNATIVES, INC.

For the day-to-day administration of the custodial service contract, the following personnel are to be the main point of contact. They are to be notified in numbered order of all emergencies, unusual incident reports, etc., for which Eckerd Youth Alternatives, Inc. should have immediate knowledge. (If the first contact is unavailable then notify the second contact)

1. Deidre Smalls, One-Stop Manager Work: 843-574-1824
2. Amanda Wagner, Sr. Operations Director Work: 843-529-1843

D. SOLICITATION AVAILABILITY:

Bidders may obtain sets of Bid Documents from Eckerd Youth Alternatives, Inc. at, 1930 Hanahan Rd, North Charleston, SC, 29406 or www.bcdco.com or www.scworkstrident.org beginning **November 23, 2020**.

E. ADDITIONAL INFORMATION INQUIRIES:

For additional information regarding the Project contact:

Deidre Smalls
1930 Hanahan Road
North Charleston, SC 29406
Phone: (843) 574-1824
dsmalls@eckerd.org

Contact with persons other than those listed shall be grounds for elimination for the procurement process.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required.
2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.
3. When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.
4. Submit your signed bid on attached bid form. Show bid number on envelope as instructed. Eckerd Youth Alternatives, Inc. assumes no responsibility for unmarked or improperly marked envelopes. **DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE.**
5. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-4, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
8. Do not include any taxes in the bid price shown that the agency may be required to pay.
9. Any vendor desiring to exercise protest rights under Section 11-35-4210 as amended must direct all correspondence to One-Stop Manager, Deidre Smalls and Eckerd Youth Alternatives, Inc., at 1930 Hanahan Rd, North Charleston, SC, 29406, email: dsmalls@eckerd.org.
10. Eckerd Youth Alternatives, Inc. reserves the right to award this solicitation, by total using the award method that is in best interest of Eckerd Youth Alternatives, Inc. unless stated otherwise elsewhere in this solicitation.
11. All notice of Awards or Notice of Intent to Award will be posted on the bulletin board in the administration office at 1930 Hanahan Rd, North Charleston, SC, 29406 unless stated otherwise elsewhere in this solicitation. Eckerd Youth Alternatives, Inc.
12. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000 or more) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 953, 1990 Acts and Joint Resolutions). By submission of a signed a solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.

GENERAL PROVISIONS

1. Eckerd Youth Alternatives, Inc. reserves the right to reject any and all bids and to cancel the solicitation.
2. Unit prices will govern over extended prices unless otherwise stated in the Bid Invitation.
3. **BIDDERS QUALIFICATIONS:** Bidders must, upon request of Eckerd Youth Alternatives, Inc., furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Eckerd Youth Alternatives, Inc. reserves the right to make the final determination as to bidder's ability to provide the products or services requested herein.
4. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the Procurement Office. The Procurement Officer shall not be legally bound by any amendment or interpretation that is not in writing.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint them self with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the bidder who provides the best overall value to SC Works Trident based upon factors such as service and price.
7. **REJECTION:** Eckerd Youth Alternatives, Inc. reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of Eckerd Youth Alternatives, Inc.
8. **COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office (Paul Pappasergi) in writing so as to be received prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
9. **MINOR INFORMALITIES AND IRREGULARITIES IN BIDS:** Minor Informalities and Irregularities in bids will be resolved in accordance with **SECTION 11-35-1520** (13) of the S.C. Consolidated Procurement Code.
10. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (A) The Bidding Schedule, (B) General Provisions and General Conditions, (C) Instruction to Bidders, (D) Special Provisions or Special Conditions of the contract whether incorporated by reference or otherwise; and (E) The Specifications.
11. **CORRECTION OF ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or type-written. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time of opening.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, Eckerd Youth Alternatives, Inc. reserves the right to purchase any and all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assess charge has been satisfied.
2. **NON-APPROPRIATIONS:** All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted Eckerd Youth Alternatives, Inc. reserves the right to terminate any IFB; any contract awarded hereunder or modify any contract or this IFB accordingly. Eckerd Youth Alternatives, Inc. makes no representations that any contract will be awarded to any Bidder responding to this IFB.
3. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to One-Stop Manager, Deidre Smalls Eckerd Youth Alternatives, Inc. 1930 Hanahan Rd, North Charleston, SC, 29406.
4. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
5. **SAVE HARMLESS:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). The successful bidder shall indemnify and save harmless all of Eckerd Youth Alternatives, Inc. officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to the Bidder by Eckerd Youth Alternatives, Inc.
6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User.
7. **QUALITY OF PRODUCTS:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage of shipment and that prices include standard commercial packaging. For Information Technology procurements as defined in 11-35-310 of the Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on page 5 of the Bid Invitation.

8. **TAX CREDIT AVAILABILITY:** Vendors interested in income tax credit availability by subcontracting with a certified minority firm should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, South Carolina (803) 734-0562.
9. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
10. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by Eckerd Youth Alternatives, Inc. providing a 30 day advance notice in writing is given to the contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of Eckerd Youth Alternatives, Inc. without the required thirty (30) days advance written notice, then Eckerd Youth Alternatives, Inc. may negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by Eckerd Youth Alternatives, Inc. for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Conditions No. 1).
11. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
12. **RESTRICTION/LIMITATIONS:** No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
13. **PURCHASES FROM OTHER SOURCES:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). Eckerd Youth Alternatives, Inc. reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
14. **INDEMNIFICATION:** Contractor shall protect, indemnify and hold harmless Eckerd Youth Alternatives, Inc. , employees, officers or its respective agents and Berkeley Charleston Dorchester Council of Governments (BCD COG) Board Officers from and against any loss, cost, damage or expense, including without limitation, reasonable attorneys' fees relating to or arising out of injury or death to a person or damage to property, including work in progress or any claims against Eckerd Youth Alternatives, Inc. and the Berkeley Charleston Dorchester Council of Governments (BCD COG) it's Board, Officers, employees or it's respective agents caused by or alleged to be caused by any negligent act, error or omission of Contractor or any subcontractor retained by or through Contractor or any of their employees, workmen, servants or agents. Contractor further agrees to protect, indemnify and hold harmless Eckerd Youth Alternatives, Inc. and Berkeley Charleston Dorchester Council of Governments (BCD COG) or their respective agents from any and all

penalties imposed on account of the violation of any law, rule or regulation by Contractor or any Contractor's employees, workmen, servants or agents. The indemnification provisions in this section shall survive termination of this Agreement.

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

16. **INSURANCE REQUIREMENTS**

Contractor will maintain public liability insurance policy with respect to the requirements of this contract, naming Eckerd Youth Alternatives, Inc. as an additional insured, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence based with respect to both bodily injury and property damage. Contractor shall deliver to EYA a certificate of insurance naming Eckerd Youth Alternatives, Inc. as additional insured at least fifteen (15) days prior to the commencement of the term of this contract and a renewal certificate at least fifteen (15) days prior to the expiration of the certificate. Said certificates must provide for thirty (30) days notice to EYA in event of material change or cancellation.

BID FORM

Bidder Name: _____

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to provide custodial services to Eckerd Youth Alternatives, Inc.

BID PRICES:

<u>Quantity</u>	<u>Description</u>	<u>Monthly Total</u>
Daily	Custodial Services for SC Works Charleston Center 1930 Hanahan Road, North Charleston, SC 29406	\$_____

Respectfully submitted this ____ day of _____ 2020.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Business Address _____

Telephone Number _____ Fax Number _____

Email Address: _____

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

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

Insurance Amounts: _____

Solicitation #: IFB No. EYA - SCWORKS-2020-001
Opening Date/Time: December 7, 2020 at 3:00 P.M.
Procurement: Custodial Services for SC Works Trident Facilities

“NO BID” RESPONSE FORM

To submit a “*No Bid*” response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number and the opening date and time on the outside of the envelope.

Please check statement(s) applicable to your “*No Bid*” response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone

Fax

Required Federal Clauses

In rendering the performance hereunder, the Contractor shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, with the regulations promulgated thereunder, and with the following:

- Applicable Federal Laws and appropriate OMB Circulars
 - Laws of the State of South Carolina
 - WIOA Policies as adopted by the South Carolina Department of Employment and Workforce
 - Local Laws
 - Local WIOA Plan
 - Local Workforce Development Board Policies
 - U.S. Department of Labor Statement 29 CFR 37.20 Regarding the Non Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 and as reauthorized.
 - Uniform Guidance at [2 CFR part 200](#) and the Department's exceptions at [2 CFR part 2900](#) pursuant to the effective dates in [2 CFR parts 200](#) and 2900;