AMENDED
August 18, 2020
4:30 p.m.
Conference Call:
1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Griffin

2. Approval of Minutes:

   July 14, 2020

3. Bids and Purchases

4. Budget Finance and Revenue Collections: Approval to accept the grant award from the Economic Development Administration in the amount of $935,000 for a Revolving Loan Fund. $870,926.80 will be used to provide loans to Small Businesses. The remaining $64,073.20 will be used to cover the costs of administering the loans. No City match is required.

5. Police Department: Approval to submit an application for the 2020 Firehouse Subs Public Safety Foundation Grant for $15,210 to fund the purchase of a UTV to be used by the Harbor Patrol Unit for rescue and response. This grant is due on August 19th. There is no match required for this grant.

6. Police Department: Approval to submit an application for the 2020 Justice Assistance Grant for $27,875 to fund overtime costs for the CIU and training related to police-mental health collaboration. This grant is due on August 19th. There is no match required for this grant.

7. Police Department: Approval of the Fourth Amendment renewing the agreement between CDMHC and CPD in the amount of $20,000 wherein CDMHC provides CPD with a full time mental health professional who provides services to children and families in domestic violence cases.

8. Office of Cultural Affairs: Approval to accept a grant in the amount of $31,620 from SC Arts Commission for general operating support (7/1/2020 to 6/30/2021). A 3:1 City match is required. Matching funds will come from FY20 budget appropriation.

9. Office of Cultural Affairs: Approval to accept a grant in the amount of $10,000 from SC Arts Commission for a sub-granting program (7/1/2020 to 6/30/2021). This is the renewal of an annual award to fund the Lowcountry for Quarterly Arts Program administered by the Office of Cultural Affairs. A 1:1 City match is required. Matching funds will come from budgeted FY20 CASAT grant and private donations.

10. Office of Cultural Affairs: Approval to accept a grant in the amount of $5,415 from SCPRT's TAG program for Festival advertising (7/1/2020 to 6/30/2021). A 2:1 City match is required. Matching funds will come from corporate sponsorship and private donations.

11. Office of Cultural Affairs: Approval to accept a grant in the amount of $1,750 from South Arts to support fees for visiting artists for Free Verse Festival in October 2020. A 1:1 City match is required. Matching funds will come from private donation.

12. Office of Cultural Affairs: Approval to apply for a grant in the amount of $20,000 from the National Endowment for the Arts to support centralized promotion of the arts in Charleston (7/1/2021 to 6/30/2022). A 1:1 City match is required. Funds will come from corporate sponsorship and private donations.

13. Office of Cultural Affairs: Approval to apply for a grant from South Arts to support resilience in the arts in Charleston for the twelve-month period of September 2020 to August 2021.

14. Office of Cultural Affairs: Approval to apply for a grant from the Gaylord and Dorothy Donnelley Foundation to support Piccolo Spoleto, MOJA Arts Festival, and Free Verse Festival in 2021 and 2022.

15. Resiliency: Approval to accept the 2021 SC DHEC Solid Waste Reduction & Recycling grant in the amount of $12,500 to support a pilot program and community outreach to recycle mattresses. No City match is required.

16. Parks-Capital Projects/Stormwater Management: Approval of Low Battery Seawall Repairs – Phase I Change Order #3 in the amount of $99,997.68 with Gulf Stream Construction Company for additional sewer force main install and abandonment at Tradd St. This change order is covered by an additional contribution from the Commissioners of Public Works. Approval of Change Order #3 will increase the construction contract by $99,997.68 (from $11,191,012.40 to $11,291,010.08). The funding sources for this project are: Hospitality Funds ($15,087,957.53), Municipal Accommodations Tax Funds ($15,548,816), CPW Contribution ($5,071,997.68), and Charleston County Accommodations Tax Fees ($400,000).

17. Parks-Capital Projects: Approval of the 2020 Tennis and Basketball Courts Resurfacing Construction Contract in the amount of $88,050 with Court Makers, Inc., for crack repair and resurfacing of 12 tennis courts at the Charleston Tennis Center, 3 tennis courts at Jack Adams, 1 basketball court at Freddie Whaley, and 1 tennis court at Hazel Parker. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000 to the extent contingency funds exist in the Council Approved Budget. The Construction Contract will obligate $88,050 of the $100,000 project budget. The funding source for this work is the Capital Projects-Structural Repairs line-item in the 2020 General Fund Budget.

18. **The Audit Committee: (Meeting was held on August 18, at 3:30 p.m., City Hall, Council Chamber)**

    a. External Auditor's Report *(Information only)*

    b. Internal Auditor's Report

19. **The Committee on Real Estate (Meeting was held on Monday, August 17, 2020 at 2:30 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)** ***(Meeting start times may be delayed due to prior meetings still in progress.)***

a. Request approval of a Right of Way and Utility Easement granting the Commissioners of Public Works (CPW) a 15 ft. water line easement for the installation and maintenance of a new water line. (TMS: 271-00-00-006; 165 Fairbanks Dr., Charleston, SC – Daniel Island Recreation Center)

b. Request approval to accept the donation of a clock from the Friends of the Muni for placement at the staring tee box at the Charleston Municipal Golf Course as part of the current renovation project (2110 Maybank Highway, Charleston, South Carolina 29412)

c. Consider the following annexations:

(i) 2229 Weepoolow Trail (TMS# 353-12-00-017) 0.32 acre, West Ashley (District 2). The property is owned by John Everett McInnis.

(ii) 2444 Quail Hollow Court (TMS# 355-16-00-069) 0.09 acre, West Ashley (District 2). The property Is owned by Douglas R. Wurster.

(iii) 1551 N. Pinebark Lane (TMS# 353-15-00-037) 0.22 acre, West Ashley (District 7). The property is owned by Roscoe L. Bolton, III and Joy L. Bolton.

(iv) 772 Yaupon Drive (TMS# 263-00-04-038) 2.3 acre, Cainhoy (District 1). The property is owned by Beverley D. and James P. Rardin.

(v) 3338 Maybank Highway (TMS# 279-00-00-035) 1.1 acre, Johns Island (District 5). The property is owned by Consultants, LLC.

(vi) 3328 Maybank Highway (TMS# 279-00-00-031) 4.588 acre, Johns Island (District 5). The property is owned by Kulick Properties, LLC.

(vii) 3320 Maybank Highway (TMS# 279-00-00-029) 2.278 acre, Johns Island (District 5). The property is owned by 1108 St Gregory St, LLC.

d. Executive Session in accordance with Section 30-4-70(a)(2) of the South Carolina Code for the discussion of negotiations incident to proposed contractual arrangements related to the Daniel Island Tennis Center. City Council may or may not take action after returning to open session

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

3a.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: GETAC MOBILE DATA TERMINALS (MDT'S)

REQUEST: APPROVAL TO PURCHASE GETAC MDT'S FROM NEWCOM FOR POLICE DEPARTMENT VEHICLES. TIPS CONTRACT #200105.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 062020-52740

Balance in Account Lease-Purchase Amount needed for this item $119,082.50

Does this document need to be recorded at the RMC's Office? Yes [ ] No [x]

NOTES: Provides thirty-eight (38) new Mobile Data Terminals (MDT's/semi-rugged laptops) for Police vehicles. LEASE-PURCHASE.

CFO's Signature: Dept CFO for Amy Wheeler, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Quote

Ship To Name	City of Charleston Dept of Information Technology	Quote Number	00004532
Ship To	2 George St Charleston, SC 29401	Quote Name	City of Charleston - Getac S410/F110
		Created Date	6/8/2020
		Expiration Date	6/30/2020
		Prepared By	Kristine Loomer
		Email	knstine@newcomglobal.com

Terms

Payment Terms	Net 30	Shipping Method	FedEx
NOTE: Actual shipping costs will be added to the invoice		Shipping Terms	Ground
Notes	TIPS CONTRACT #200105		

Item Pricing

Quantity	Product Code	Product	Product Description	Sales Price	Line Total
38.00	S410	Getac Laptop	S410 G2 - I7-8550U, 14" (NO WEBCAM), WIN10 64+8GB, 128GB SSD, SR LCD+TS, BACKLIT KB+ NON-FIPS CROSSMATCH FINGERPRINT READER, WIFI+BT+GPS+GOBI+PASSTHRU, SD CARD READER, TPM 2.0, -21C, IP52, 3 YR LTD WARRANTY	$2,875.00	$109,250.00

Subtotal	$109,250.00
Total Price	$109,250.00
Tax	$9,832.50
Grand Total	$119,082.50

If you would like to proceed with the order, please sign below and email/fax back to our office along with a purchase order To accept this quotation, sign here and return: _____

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Rafferee **DEPT.** Information Technology

SUBJECT: MDT LICENSING AND ANNUAL MAINT. AND SUPPORT (POLICE DEPARTMENT)

REQUEST: APPROVAL OF LICENSING AND ANNUAL MAINTENANCE AND SUPPORT FROM CHARLESTON COUNTY, SOLE SOURCE VENDOR, FOR NEW POLICE MDT'S FOR CONSOLIDATED DISPATCH MOBILE CAD OPERATIONS.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 235000-52206

Balance in Account $343,777.72 Amount needed for this item $114,904.14 ✓ cc

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NOTES:

CFO's Signature: Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: MDT Licensing and Annual Support and Maintenance (Police Department)

REQUISITION NUMBER: PR203041

VENDOR: Charleston County

DATE: August 4, 2020

1. Please state the use for this/these product(s).

   Required licensing and annual maintenance and support for the Police Department's new Mobile Data Terminals (MDT's) that are used for mobile access and dispatching from the Charleston County Consolidated Dispatch.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

   No.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

   Charleston County is the managing partner and provider of the Consolidated Dispatch service and provides all licensing to local municipalities. This is a reimbursement payment to the County who directly pays the software vender through their contract arrangement.

4. Have you evaluated comparable products within the last two years?

   _____YES or NO __X__

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

   This is a required service under the consolidated dispatch agreement with Charleston County.

SIGNATURE _____ TITLE CIO

INVOICE

Charleston County Consolidated 9-1-1 Center
ATTN: Amy Fletcher
8500 Palmetto Commerce Parkway
North Charleston SC 29456
Main: 843-529-3700 Fax: 843-529-3737
Afletcher@charlestoncounty.org

DATE **June 8, 2020**

Wes Ratterree / Lin Beets
Dept of IT - City of Charleston
2 George St., Ste 2800
Charleston SC 29401

PAYMENT TERMS	DUE DATE	PO Number
	Upon Receipt	

	DESCRIPTION	UNIT PRICE	LINE TOTAL
72	Mobile Base Terminal License w/ NCIC/CJIS Forms	1,000.00	72,000.00
72	Mobile Mapping License	200.00	14,400.00
1	Mobile Base Terminal -with NCIC/CJIS - Annual Support & Maintenance- 1 year	15,845.76	15,845.76
1	Mobile Mapping - Annual Support & Maintenance - 1 year	3,170.88	3,170.88

** Annual Maintenance for these licenses will be included with the 2021 annual maintenance and support billing for all MDTs in January of 2021.

SUBTOTAL $	105,416.64
Tax 9%	9,487.50
TOTAL $	**114,904.14**

Make all checks payable to Charleston County

WR
8-4-20

3c.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: IN-CAR CAMERA AND MOBILE DATA TERMINAL (MDT) SYSTEMS

REQUEST: Approval to purchase In-Car Camera/MDT Systems from TechVentures, LLC DBA WH Platts Co. Solicitation #19-8018R.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Information Technology	X	☐		X
Procurement Director	X	☐		X

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 062020-58020

Balance in Account Lease-Purchase Amount needed for this item $200,395.10

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Purchase of 30 In-Car Camera/Mobile Data Terminal (MDT) systems for Police Department. LEASE PURCHASE (062020)

CFO's Signature: Dept CFO for Amy Wharton, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

CUSTOM QUOTATION FOR:
City of Charleston Police Department
2 George Street
Charleston, SC 29403
Lin Beots

QTY	Product	Description	Vendor	Unit Price	Total
		Project:			
30	541390590001	Getac Video Solutions Inc. 40W DC Adapter for Havis TSD-101-GTC 3 year warranty	Getac	$ 84.00	$ 2,520.00
30	590GBL000328	Getac Video Solutions Inc: Touch Display 11.6, TSD-101-GTC Havis, 3 year warranty, W/O vehicle adapter. With display cable kit (5M)	Getac	$ 833.00	$ 24,990.00
30	OAFXXXXXAXX1	Getac Video Solutions, Inc: VR-X20 i7 LTE with Blackbox Recording DVR (VR-X20-i7-Integrated 16GB RAM +512 GB SSD +2nd 250GB SSD + Battery Backup +WIFI + GPS + Crash Sensor. DVR mounting bracket, A/V input cable, 4G LTE (EM7511), 1 Year Hardwarew Warranty	Getac	$ 3,495.00	$ 104,850.00
30	OIA04X	Getac Video Solutions Inc: Mounting Bracket (Visor)_ZeroDark Camera and Display (CU-D50)-Interceptor	Getac	$ 49.00	$ 1,470.00
30	OLX07X	Getac Video Solutions Inc: DVR (VR-X10) Wiring Kit-Power, Ground, Ignition (25ft)	Getac	$ 12.00	$ 360.00
30	ONX0GX	Getac Video Solutions Inc: Ethernet Cable-RJ45/CAT5e (25ft)	Getac	$ 15.00	$ 450.00
30	ORM02X	Getac Video Solutions Inc: Cabin Camera (CA-MF50S) - Analog, Infrared, includes cable set	Getac	$ 92.00	$ 2 760.00
30	ORN06X	Getac Video Solutions Inc: ZERODARK FHD IP Camera CA-NF21-W (Wind Shield Mount), Includes Cable (25ft)	Getac	$ 342.00	$ 10,260.00
30	GE-SVDNEXT1Y	Getac Video Solutions Inc: DVR+Cameras+Display Extended Warranty-Y2	Getac	$ 133.00	$ 3,990.00
30	591GVS000034	GETAC VIDEO SOLUTIONS INC. MOUNT KITS;PKG-FAM-101,FLEX ARM PACKAGE INCLUDING FLEX ARM AND MOUNTING FOR FLAT SURFACES,HAVIS	Getac	$ 410.00	$ 12 300.00
30	591GVS000014	GETAC VIDEO SOLUTIONS INC Vehicle Antenna - AirGain MultiMax, 5in1, WiFix2-GPSx1-LTEx2, Bolt Mount, 19ft, White	Getac	$ 204.00	$ 6,120.00
30	591GVS000032	GETAC VIDEO SOLUTIONS INC. MOUNT KITS;PKG-FAM-101,FLEX ARM PACKAGEINCLUDING FLEX ARM AND MOUNTING FOR FLAT SURFACES,HAVIS	Getac	$ 86 00	$ 2 580.00
30	591GVS000031	GETAC VIDEO SOLUTIONS INC. MOUNT KITS;C-ADP-112,VESA DEVICES ADAPTER PLATE,HAVIS	Getac	$ 13.00	$ 390.00
30	C-DMM-2018	GETAC VIDEO SOLUTIONS INC. DASH MOUNT FOR 2020 FOR INTERCEPTOR UTILLITY VEHICLE	Getac	$ 345.00	$ 10,350.00

Sub Total	$ 183,390 00
Sales Tax	$ 16,505 10
Freight / Shpg	$ 500.00
TOTAL	$ 200,395 10

FOB: FACTORY
Freight: Actual Freight/Stipping charges may vary from estimate provided.
Terms: Net 30
Tax. State Sales tax may apply to this purchase

Billing: Product will be shipped and invoiced as received from our manufacturers.
Pricing: Prices are firm for 30 days from this date and are subject to revision if quantities or products change
Thank you for this opportunity to be of service

Bob Simons

Bob Simons
The W H. PLATTS Company
May 8, 2020

APPROVAL TO PURCHASE
Purchase Order Not Required
Signature ↑
Date:

APPROVAL TO PURCHASE
Purchase Order Will Be Sent
Signature ↑
Date:

3d.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: ONESOLUTION SOFTWARE FOR POLICE MDT'S

REQUEST: APPROVAL OF PURCHASE OF MFR LICENSES FOR NEW POLICE MDT'S FROM CENTRAL SQUARE TECHNOLOGIES, THE SOLE SOURCE VENDOR.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 235000-52206

Balance in Account $343,777.72 Amount needed for this item $141,264.00 ✓cc

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NOTES: Provides required Mobile Field Reporting (MFR) licensing for new (x72) Police Mobile Data Terminals (MDT's) and In-Car Camera Systems for Police Records Management System (RMS).

CFO's Signature: [illegible], Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: OneSolution MFR Software Licensing and Support

REQUISITION NUMBER: PR203083

VENDOR: Central Square Technologies

DATE: August 5, 2020

1. Please state the use for this/these product(s).

   Mobile Field Reporting (MFR) software licenses for Mobile Data Terminals (laptops) used by the Police Department in Police vehicles for mobile dispatch and records access.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

   No. Central Square is the developer of the software and the only source for the purchase of the software and support.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

   Central Square is the developer of the software and the only source for the purchase of the software and support.

4. Have you evaluated comparable products within the last two years?

   _____YES or NO __X__

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

   These are additional licenses under an existing system.

SIGNATURE _____ TITLE CIO

CENTRALSQUARE TECHNOLOGIES

Superion, LLC, A CentralSquare company

Add-On Quote

Quote Number: Q-00031518 **Valid Until: 08/25/20**

Quote Prepared For:
Lin Beets, Jr., IT Project Manager
Charleston Police Department
180 Lockwood Blvd
Charleston, SC, 29403
(843) 577-4788

Quote Prepared By:
John Cahill, Account Manager
CentralSquare Technologies
1000 Business Center Drive
Lake Mary, FL 32746
Phone: Fax:
john.cahill@centralsquare.com

Date: 05/26/20

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact John Cahill with any questions

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution MFR Client	72	57,600.00	11,520.00
ONESolution MCT Client-No CAD Interface	72	28,800.00	5,760.00
ONESolution MFR Client-Arrest	72	21,600.00	4,320.00
Total		**108,000.00**	**21,600.00**

Summary

Product/Service	Amount
License Fees	108,000.00

Subtotal	**108,000.00**	USD
Total Excluding Maintenace	**108,000.00**	USD
Net Maintenance	21,600.00	USD
Total with Maintenance	**129,600.00**	USD

See Product notes in the Additional Information Section

CENTRALSQUARE
TECHNOLOGIES

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:
Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:
This Amendment will become effective as of the date first written above. Except as expressly provided in this Amendment, all terms and provisions of the existing Agreement between the Parties are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

Lin Beets, Jr., IT Project Manager
Charleston Police Department

Authorized Signature: _____ **Printed Name:** _____

Date: _____

Additional Information Section
Product Notes:

CENTRALSQUARE TECHNOLOGIES

ONESolution MFR Client Includes the following features:
-ONESolution MFR Client
-Case Supplements
-Field Contacts
-Incident
-Names
-Tow Impound
-Warrant Tracking

ONESolution MCT Client-No CAD Interface: Purchase of base product includes the following features. -ONESolution MCT Client-No CAD Interface -ONESolution MCT Client-MAPS

3e.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: PICTOMETRY AERIAL OBLIQUE IMAGING FOR GIS.

REQUEST: APPROVAL TO PAY FOR ANNUAL UPDATED AERIAL IMAGING FOR GIS DATA. GSA CONTRACT #GS-35F-0801N.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT/GIS Account #: 162000-52206

Balance in Account: $52,899.58 Amount needed for this item: $51,428.93

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NOTES: This payment represents the City of Charleston's piece of the total ($119,630.31 with tax), with the remainder being paid by Charleston County as a joint imaging flight for the Pictometry oblique aerial image sets.

CFO's Signature: Mitch, Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

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eagleview

INVOICE

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623
Phone: (585)-486-0093
accountsreceivable@eagleview.com

Date	INVOICE #
2/25/2020	US418380

Bill To
City of Charleston, SC Robert Hauck, GIS 2 George St, Ste. 2800 Charleston SC 29401 United States

Ship To
City of Charleston, SC Robert Hauck, GIS 2 George St, Ste. 2800 Charleston SC 29401 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A119807	1st Anniversary Payment	Net 30	C5283242	Erin Ford	3/25/2019

Contract No.	Contract Order No.	Amendment	Shipment No.#
GS-35F-0801N			

Qty	Description	Amount
428	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	$109,752.57

Subtotal	$109,752.57
Tax	$0.00
Total	$109,752.57
County Payment	($62,570.07)
Total Due (USD)	$47,182.50

Please make checks payable to Pictometry International Corp

WR
8-3-20

3f.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: TYLER TECHNOLOGIES/ENERGOV GOVERNMENT MANAGEMENT SYSTEM

REQUEST: APPROVAL TO RENEW ANNUAL MAINTENANCE AND SUPPORT FOR THE TYLER-ENERGOV GOVERNMENT MANAGEMENT SYSTEM. SOLE SOURCE.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	x			x
Procurement	x			x

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

Balance in Account $1,574,056.62 Amount needed for this item $169,094.65

Does this document need to be recorded at the RMC's Office? Yes [ ] No [x]

NOTES: This purchase renews annual maintenance and support for the City's Government Management System (GMS) that includes Business Licensing, Permitting, Inspections, Asset Management, Work Order Management, Customer Request Management, Code Enforcement, Digital Plan Submittal, Mobile Field Operations and Mobile Citizen Interfacing.

CFO's Signature: Matt G., Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: Energov Annual Support and Maintenance

REQUISITION NUMBER: PR203037

VENDOR: Tyler Technologies

DATE: August 4, 2020

1. Please state the use for this/these product(s).

   Annual support and maintenance renewal for the City's Government Management System using Tyler Technologies Energov software.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

   No. See below.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

   Tyler Technologies is the manufacturer of the Energov software used for the City's Government Management System (GMS) and must supply the annual support and maintenance for this systems.

4. Have you evaluated comparable products within the last two years?

   _YES or NO _X__

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

   Support renewal for an existing system.

SIGNATURE _____ TITLE CIO

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P O Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-303025	08/01/2020	1 of 1

Questions:
Tyler Technologies - Local Government
Phone 1-800-772-2260 Press 2, then 2
Email ar@tylertech.com

Bill To: City of Charleston
Department of Information Technology
2 George Street, Suite 2800
Charleston, SC 29401

Ship To. City of Charleston
Department of Information Technology
2 George Street, Suite 2800
Charleston, SC 29401

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
48831 - MAIN - MAIN	128093		USD	NET30	08/31/2020

Date	Description	Units	Rate	Extended Price
Contract No Charleston SC				
	Software Support & Maintenance EnerGov eReviews	1	6 881 89	6,881.89
	Maintenance Start 01/Sep/2020, End 31/Aug/2021			
	EnerGov Land Management Suite Maintenance	1	66 349 73	66,349 73
	Maintenance Start 01/Sep/2020, End 31/Aug/2021			
	Software & Support Maintenance EnerGov License & Regulatory Suite	1	6 881 89	6,881 89
	Maintenance Start 01/Sep/2020, End 31/Aug/2021			
	Software Support & Maintenance EnerGov Asset Management Suite	1	49 777 21	49,777 21
	Maintenance Start 01/Sep/2020, End 31/Aug/2021			
	Software Support & Maintenance EnerGov GIS	1	8 031 54	8,031 54
	Maintenance Start 01/Sep/2020, End 31/Aug/2021			
	Software Support & Maintenance EnerGov iG Workforce	1	8 031 54	8,031 54
	Maintenance Start 01/Sep/2020, End 31/Aug/2021			
	Software Support & Maintenance EnerGov ePortal	1	9 178 91	9,178.91
	Maintenance Start 01/Sep/2020, End 31/Aug/2021			

RECEIVED
JUL 29 2020
By

WR
8-4-20

ATTENTION
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	155,132.71
Sales Tax	0.00
Invoice Total	155,132.71

3g.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: DELL LAPTOP COMPUTERS

REQUEST: APPROVAL OF THE PURCHASE OF DELL COMPUTERS AS PART OF THE CITY'S ANNUAL PC ROTATION CYCLE. STATE CONTRACT #: 4400011358

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 062020-52740

Balance In Account Lease-Purchase Amount needed for this item $90,165.04

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NOTES: Provides 40 Dell Laptop PCs with docking stations and monitors @ $44,602.80 (x20) each and $45,562.22 (x20) each as part of the City's annual rotation of PCs on a 4-5 year rotation cycle. LEASE-PURCHASE.

CFO's Signature: Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No.	**3000065390277.1**	Sales Rep	Laura Burns
Total	**$90,165.04**	Phone	(800) 456-3355, 6180176
Customer #	43392896	Email	Laura_Burns@Dell.com
Quoted On	Jul. 21, 2020	**Billing To**	CITY OF CHARLESTON
Expires by	Aug. 20, 2020		CITY OF CHARLESTON
Deal ID	14621854		PO BOX 853
			CHARLESTON, SC 29402-0853

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Laura Burns

Shipping Group

Shipping To	**Shipping Method**
Receiving Dept CITY OF CHARLESTON 2 GEORGE STREET STE. 2800 Information Technology CHARLESTON, SC 29401 (843) 805-3220	Standard Delivery

Product	**Unit Price**	**Qty**	**Subtotal**
Dell Latitude 5411	**$1,699.00**	**40**	**$67,960.00**
Dell Dock- WD19 90w Power Delivery - 130w AC	**$160.01**	**40**	**$6,400.40**
Dell Pro Briefcase 14 | PO1420C	**$37.00**	**40**	**$1,480.00**
Dell 24 Monitor - P2419H	**$149.99**	**20**	**$2,999.80**
Dell 27 Monitor - P2719H	**$194.00**	**20**	**$3,880.00**

Subtotal:	**$82,720.20**
Shipping:	**$0.00**
Estimated Tax:	**$7,444.84**
Total:	**$90,165.04**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To	Shipping Method
Receiving Dept CITY OF CHARLESTON 2 GEORGE STREET STE. 2800 Information Technology CHARLESTON, SC 29401 (843) 805-3220	Standard Delivery

		Qty	Subtotal
Dell Latitude 5411 Estimated delivery if purchased today: Aug. 03, 2020 Contract # C000000010739 Customer Agreement # 4400011358	**$1,699.00**	**40**	**$67,960.00**

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5411 MLK XCTO	210-AVCG	-	40	-
10th Generation Intel(R) Core i7-10850H (6 Core, 12M cache, 2.7GHz, 5.1GHz Turbo, 35W vPro)	379-BDXG	-	40	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	40	-
No AutoPilot	340-CKSZ	-	40	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	40	-
Intel(R) UHD Graphics with Thunderbolt for Intel 10th Gen Core i7-10850H	338-BUWQ	-	40	-
Intel vPro Technology Enabled	631-ACLE	-	40	-
16GB,1x16GB, DDR4 Non-ECC	370-AFEE	-	40	-
M.2 512G PCIe NVMe Class 35 2230 Solid State Drive	400-BIJU	-	40	-
LCD back cover for Latitude 5411, WLAN/WWAN Capable, Carbon Fiber Reinforced Polymer	320-BDSJ	-	40	-
IR Cam/Mic Bezel with Dell Privacy Shutter	325-BDSC	-	40	-
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, 220nits	391-BEZT	-	40	-
Single Pointing, No Fingerprint and No SmartCard Reader, Thunderbolt(TM) 3	346-BGEB	-	40	-
Single Pointing Non-Backlit US English Keyboard	583-BFMK	-	40	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	40	
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	40	-
Verizon SIM Card	556-BCEZ	-	40	-
Intel XMM 7360 LTE-Advanced	556-BCFD	-	40	-
4 Cell 68Whr Long Life Battery (includes 3 year limited hardware warranty)	451-BCJZ	-	40	-
90W 7.4mm EPEAT adapter	492-BCWW	-	40	-
No Anti-Virus Software	650-AAAM		40	-
OS-Windows Media Not Included	620-AALW	-	40	-
E5 US Power Cord	450-AAEJ	-	40	-
Latitude 5411 Quick Start Guide	340-CPRS	-	40	-
US Order	332-1286	-	40	-
No Carrying Case	460-BBEX	-	40	-

No Docking Station	452-BBSE	-	40	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	40	-
Custom Configuration	817-BBBB	-	40	-
Regulatory Label, FCC	389-DPGZ	-	40	-
Dell Applications for Windows 10	658-BESG	-	40	-
MOD,INFO,DIRSHP,CMPL,KUNSHAN	340-CPYQ	-	40	-
Intel Core i7 Label for vPro	340-CPOZ	-	40	-
No Option Included	340-ACQQ	-	40	-
No Mouse	570-AADK	-	40	-
No Resource DVD / USB	430-XXYG	-	40	-
ENERGY STAR Qualified	387-BBNO	-	40	-
BTO Standard Shipment (S)	800-BBQN	-	40	-
No UPC Label	389-BCGW	-	40	-
Latitude 5411 Bottom Door	321-BFJB	-	40	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	40	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	40	-
Dell Limited Hardware Warranty	997-8317	-	40	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	40	-
Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	997-8334	-	40	-
Configuration Services - BIOS Setting Changes (Multiple Settings)	366-0335	-	40	-
Configuration Services - Custom Asset Report	366-0334	-	40	-
Configuration Services - Custom, Image Load	366-0330	-	40	-
			Qty	**Subtotal**
Dell Dock- WD19 90w Power Delivery - 130w AC Estimated delivery if purchased today: Jul. 28, 2020 Contract # C000000010739 Customer Agreement # 4400011358		**$160.01**	**40**	**$6,400.40**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell Dock- WD19 90 PD	210-ARIO	-	40	-
Advanced Exchange Service, 3 Years	824-3984	-	40	-
Dell Limited Hardware Warranty	824-3993	-	40	-
			Qty	**Subtotal**
Dell Pro Briefcase 14 | PO1420C Estimated delivery if purchased today: Jul. 28, 2020 Contract # C000000010739 Customer Agreement # 4400011358		**$37.00**	**40**	**$1,480.00**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell Pro Briefcase 14 (PO1420C)	460-BCMO	-	40	-
			Qty	**Subtotal**
Dell 24 Monitor - P2419H Estimated delivery if purchased today: Jul. 27, 2020 Contract # C000000010739 Customer Agreement # 4400011358		**$149.99**	**20**	**$2,999.80**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**

Dell 24 Monitor - P2419H	210-AQDX	-	20	-
Dell Limited Hardware Warranty	814-5380	-	20	-
Advanced Exchange Service, 3 Years	814-5381	-	20	-
			Qty	Subtotal
Dell 27 Monitor - P2719H		$194.00	20	$3,880.00

Estimated delivery if purchased today:
Jul. 27, 2020
Contract # C000000010739
Customer Agreement # 4400011358

Description	SKU	Unit Price	Qty	Subtotal
Dell 27 Monitor - P2719H	210-AQCS	-	20	-
Dell Limited Hardware Warranty	815-2491	-	20	-
Advanced Exchange Service, 3 Years	815-2492	-	20	-

Subtotal:	**$82,720.20**
Shipping:	**$0.00**
Estimated Tax:	**$7,444.84**
Total:	**$90,165.04**

3h.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: DATA CENTER UPGRADE

REQUEST: APPROVAL TO PURCHASE ALL NECESSARY HARDWARE, SOFTWARE AND SUPPORT SERVICES FOR THE UPGRADE AND EXPANSION OF THE CITY'S PRIMARY DATA CENTER. STATE CONTRACT #: NASPO VALUEPOINT C000000007437.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206 ✓ 161000-58012 ✓ Lease-Purchase

Balance in Account		Amount needed for this item	
	$1,404,961.97		$258,545.75
	$98,700.00		$96,556.05
	Lease-Purchase		$460,273.78 ✓

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NOTES: This project provides for the complete upgrade/replacement of the City's primary Data Center. It includes all necessary hardware, software, support and maintenance services to implement necessary data processing, storage, back-up and recovery as well as off-site backup redundancy. This project is needed to replace existing aged/expiring systems and address increased needs for processing and storage capacity.

CFO's Signature: Mitch, Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Quote

Quote #	Q062387
Date	07/27/2020
Expires	08/31/2020

VxRail & DataDomain

RoundTower

RoundTower
5905 E. Galbraith Rd, 3rd Floor
Cincinnati OH 45236
513-247-7900

Prepared For

City of Charleston
2 George St Ste 2800
Charleston SC 29401-3583

Component Breakdown

Hardware	$422,269.52
Software	$88,583.53
Support/Maintenance	$184,626.78
Services	$56,980.27
Training	$
Freight	$322.28
Subscription	$

Prepared By

Walter Kelley III
walter.kelley@roundtower.com
(704) 996-1456

1	MPC_VXRAIL500	VXRAIL 14G	0.00
1	PCM_VXRAIL5P	VXRAIL500 P570 HYBRID + P570F ALL FLASH	0.00
1	M-PSM-HW-J-003-3Y	PROSUPPORT 4HR/MC VSAN ENT HW-3 YR	20,099.86
4	PS-PD-VXRDP	PD FOR VXRAIL DEPLOY PER NODE	7,604.80
4	XCVRSFPSR1G10GAF	VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF	485.16
1	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	0.00
1	VXR-14G-MGR-DE-4.7	VXRAIL SOFTWARE IMAGE V4.7=MA	0.00
1	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	25.67
1	PS1600W-250VACF	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F	369.68
1	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300	42.22
1	2SP570HSDM125GR	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK	917.80
1	HBA330CTRL2SF	VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F	78.25
1	SYSP5702SVENTF	VXRAIL 14G P570 2U1N 2S NVME ENT AF	7,403.64
1	PROGD62401SF	VXR INTEL CPU GD 6240 2.6G, 18C/36T 1S F	1,564.02
2	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	0.00
1	RAILKIT2U1NAF	VXRAIL-500 B4 RDYRAILS2-4POSTRACKS2U1NAF	21.53
1	PROGD62402SF	VXR INTEL CPU GD 6240 2.6G, 18C/36T 2S F	1,564.02
1	RISER740CNFG6DUAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR	114.67
12	MEM16GB2933MTF	VXRAIL MEMORY 16GB 2933MT RDIMM F	2,677.68
12	MEM32GB2933MTF	VXRAIL MEMORY 32GB 2933MT RDIMM F	5,012.52
1	RDIMM2933INFO	VXRAIL FACTORYORD RQ 2933MHZ RDIMM	0.00
1	INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	24.84
1	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA	0.00
1	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	0.00
1	M-PSM-SW-D3-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	0.00
1	458-002-519	VXRAIL VMWARE VSAN ENTERPRISE	0.00
1	M-PSM-SW-J-007	PROSUPPORT 4HR/MC VSAN ENT SW SUPPORT	0.00
2	456-113-809	VXRAIL VMWARE VSANENTERPRISE 3Y MAINT=IG	0.00
2	VXROSGDPROCSF	VXRAIL HCI SYSTEM SOFTWARE(G F)=IG	3,650.50
1	M-PSM-SW-J-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1,095.25
12	VXROS7.68TBF	VXRAIL HCI SYSTEM SW(CAP7.68 RI SAS)=CF	13,909.68
1	M-PSM-SW-J-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	4,173.04
3	PCM_VXRAIL5P	VXRAIL500 P570 HYBRID + P570F ALL FLASH	0.00
3	VXR-14G-MGR-DE-4.7	VXRAIL SOFTWARE IMAGE V4.7=MA	0.00
3	TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	77.01

Customer Signature

Quote

Quote # Q062387
Date 07/27/2020

RoundTower

RoundTower
5905 E. Galbraith Rd, 3rd Floor
Cincinnati OH 45236
513-247-7900

3	PS1600W-250VACF	VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F	1,109.04
3	INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300	126.66
3	M-PSM-HW-J-003-3Y	PROSUPPORT 4HR/MC VSAN ENT HW-3 YR	60,299.58
3	SYSP5702SVENTF	VXRAIL 14G P570 2U1N 2S NVME ENT AF	22,210.92
6	PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	0.00
3	RAILKIT2U1NAF	VXRAIL-500 B4 RDYRAILS2-4POSTRACKS2U1NAF	64.59
3	RISER740CNFG6DUAL	VXRAIL-500 RISER R740CNFG6 AND BOSS CTR	344.01
3	PROGD62402SF	VXR INTEL CPU GD 6240 2.6G, 18C/36T 2S F	4,692.06
3	PROGD62401SF	VXR INTEL CPU GD 6240 2.6G, 18C/36T 1S F	4,692.06
3	HBA330CTRL2SF	VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F	234.75
3	2SP570HSDM125GR	VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK	2,753.40
3	RDIMM2933INFO	VXRAIL FACTORYORD RQ 2933MHZ RDIMM	0.00
36	MEM32GB2933MTF	VXRAIL MEMORY 32GB 2933MT RDIMM F	15,037.56
3	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA	0.00
3	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	0.00
3	M-PSM-SW-D3-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	0.00
3	458-002-519	VXRAIL VMWARE VSAN ENTERPRISE	0.00
3	M-PSM-SW-J-007	PROSUPPORT 4HR/MC VSAN ENT SW SUPPORT	0.00
6	456-113-809	VXRAIL VMWARE VSANENTERPRISE 3Y MAINT=IG	0.00
6	VXROSGDPROCSF	VXRAIL HCI SYSTEM SOFTWARE(G F)=IG	10,951.50
3	M-PSM-SW-J-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	3,285.75
36	VXROS7.68TBF	VXRAIL HCI SYSTEM SW(CAP7.68 RI SAS)=CF	41,729.04
3	M-PSM-SW-J-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	12,519.12
1	PCM_DELLSWTCH	DELL NETWORK SWITCH - EMC SELECT	0.00
2	210-ALSS	SEL S4148F-ON, PSU TO IO 2 PSU OS10 TAA	13,458.32
2	PS-PD-S4XXXDP	PD FOR DELL EMC NETWORKING S4XXX	4,386.02
2	4148FAMER3PMC	SEL S4148F-ON 3 YR PROSUPPORT MC (4 HR)	4,868.64
16	470-AAVI	SEL - SFP/SFP+ DAC 7M CUS KIT	1,696.00
2	407-BBOU	SEL - 10G XCVR SR CUT KIT	410.36
2	4148FAMER1RTD	SEL S4148F-ON 1 YR RETURN TO DEPOT	177.82
1	NDCX710QP10GBSFPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	369.27
12	CAPSSD7.68TBRIF	VXR 7.68TB CAPACITY SAS RI 2.5IN SSD F	42,618.48
1	DSKLESSNVMECONFIG F	VXRAIL-500 DISKLESS NVME CONFIGURATION F	0.00
4	CACHEMUDRV1.6TBF	VXR MIXED USE 1.6TB 2.5 CACHE F	3,641.36
36	MEM16GB2933MTF	VXRAIL MEMORY 16GB 2933MT RDIMM F	8,033.04
3	INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	74.52
3	NDCX710QP10GBSFPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1,107.81
36	CAPSSD7.68TBRIF	VXR 7.68TB CAPACITY SAS RI 2.5IN SSD F	127,855.44
3	DSKLESSNVMECONFIG F	VXRAIL-500 DISKLESS NVME CONFIGURATION F	0.00
12	CACHEMUDRV1.6TBF	VXR MIXED USE 1.6TB 2.5 CACHE F	10,924.08
12	XCVRSFPSR1G10GAF	VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF	1,455.48
1	Freight	Freight	225.29
1	MPC_DPAPPL	INTEGRATED DATA PROTECTION APPLIANCE	0.00
1	PCM_DPAPPL_4400	SOLUTION DP APPLIANCE 4400	0.00
1	M-PSM-HW-DD-E1	PROSUPPORT W/MISSION CRITICAL-HARDWARE	53,894.12
1	DPAPPL_4400	ANCHOR DP APPLIANCE 4400	0.00
1	DP4400_24TB_RJ458	IDPA DP4400 24TB 8X10GBASE-T RJ45	44,911.75
3	DP4400_12TB_PACK	DP4400 12TB CAPACITY EXPANSION PACK	67,367.61
4	DPCBL-CAT6-10M	CABLE CAT6 RJ 10 METERS	204.44
1	PS-PD-IDPAVEDP	PD FOR IDPA DP4X SERIES	3,391.45
1	458-002-414	DATA PROTECTION CENTRAL ENTRY=CA	0.00
1	M-PSM-SW-DD-E1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	0.00
1	458-002-436	IDPA DP4400 ENV CONFIG	0.00

Quote

Quote #	Q062387
Date	07/27/2020

RoundTower

RoundTower
5905 E. Galbraith Rd, 3rd Floor
Cincinnati OH 45236
513-247-7900

5	456-107-987	DP4400 CAPACITY ENABLER DDVE 12TB=CC	0.00
1	456-113-624	IDPA BU SEARCH ENABLER ENTRY=CA	0.00
1	456-113-621	IDPA BU APP ENABLER ENTRY=IA	0.00
60	456-113-781	IDPA BOOSTFS 1 TB RAW ENABLER ENTRY=CB	0.00
1	456-113-623	ANALYTICS ENABLER ENTRY=CB	0.00
1	456-113-620	FEDERATED REPORTING SERVER ENTRY=IA	0.00
1	456-113-622	VREALIZE ENABLER ENTRY=IA	0.00
1	456-113-661	IDPA TARGET PROTOCOL ENABLER ENTRY=CA	0.00
1	M-PSM-SW-DD-E1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	0.00
1	458-002-437	DP4400 CLOUD TIER LICENSE	0.00
5	456-107-983	LIC CLOUD TIER DP4400 BASE TB=CC	0.00
1	M-PSM-SW-DD-E1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1,340.47
15	456-113-625	LICCLD TIER 1TBSW CAP ENTRY=CC	2,482.65
1	458-002-482	DP4400 DD CLOUD DR ESSENTIALS 5TB=CC	0.00
1	M-PSM-SW-DD-E1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	0.00
1	IDPA_DP4400_2-5	IDPA DP4400 OS SW CODE 2.5.X=IA	0.00
48	458-002-438	DP4400 DD CLOUD DR ESSENTIALS 1TB=CC	15,860.16
1	M-PSM-SW-DD-E1	PROSUPPORT W/MISSION CRITICAL SOFTWARE	8,564.61
1	PCM_KRL	EMC GRANULAR RECOVERY FOR MICROSOFT	0.00
60	458-002-484	EMC GRANULAR RECOVERY MICROSOFT HIGH=CA	0.00
1	M-PSM-SW-DD-H1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	0.00
1	RPT_VM	RECOVERPOINT VIRTUAL MACHINE	0.00
1	458-001-440	RECOVERPOINT FOR VM STARTER PACKS	0.00
1	456-113-589	RP4VM 5VM STARTER PACK FOR DP4400=IB	0.00
1	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	0.00
1	DPS	DATA PROTECTION SUITE SOLUTION	0.00
1	458-002-398	COMMERCIAL DPS DDVE BUNDLE	0.00
1	456-113-572	DPA SINGLE FED REPORTING SERVER ENTRY=IA	0.00
1	456-113-571	EMC DPA ENABLER-B ENTRY=CB	0.00
2	456-113-568	DPS 2TB AVE ENABLER ENTRY=CA	0.00
1	456-113-570	DPS DP SEARCH ENABLER ENTRY=CA	0.00
1	M-PSM-SW-DD-E1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	14,308.52
30	456-113-666	COMMERCIAL BUNDLE RP4VM ENABLER ENTRY=IA	0.00
30	456-113-545	COMMERCIAL DPS DDVE BUNDLE SOCKETS=IA	26,497.80
60	456-113-573	DD VE PERPETUAL CAP CHNL ENTRY 1TB=CA	0.00
1	458-002-414	DATA PROTECTION CENTRAL ENTRY=CA	0.00
1	M-PSM-SW-DD-E1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	0.00
1	Freight	Freight and Handling Costs	96.99
1	RTT Converged Delivery Services	RoundTower Custom Services for Converged Practice Delivery	17,404.00
1	RTT Data Protection Delivery Services	RoundTower Custom Services for Data Protection Practice Delivery	24,194.00

Pricing is valid for 30 days. Subject to RoundTower Terms and Conditions stated here:
https://www.roundtower.com/terms-and-conditions-of-sale/

State Contract Number: NASPO ValuePoint C000000007437

Subtotal	752,782.38
Tax (Sales Tax 9.0%)	50,544.94
Total	$803,327.32

3i.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Daniel Curia DEPT. Fire Department

SUBJECT: PPE TURNOUT GEAR

REQUEST: Approval to purchase Globe PPE Turnout Gear from Newton's Fire & Safety Equipment, PO Box 13, Swepsonville, NC 27359. CCPA Contract #2020001104

COMMITTEE OF COUNCIL: Ways & Means DATE: August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	X	☐	Daniel J. Curia	☐
Procurement Director	X	☐	Gary Cox	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 210000 / 211000 Account #: 52008

Balance in Account 210000 - $228,284.24 211000 - $241,630.73 JA for GKC Amount needed for this item $387,789.30

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Mark A. Drafe CFO for Amy Whaley CFO

FISCAL IMPACT: Of the total dollar amount, $191,000.70 is coming from 210000 and $196,788.60 is coming from 211000.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

PR203084

City of Charleston

South Carolina

P-Card Purchase Control Form

Blue underscored fields are required

Cardholder Name: Jason Krusen **Date of Purchase:** August 4, 2020 *Ship to Location:* 1950 Milford St.

Work Order No: _____ *Job Location:* _____ *Job No./Name:* _____

Department: Fire **Division:** 210000 *Approver Signature:* _____

Vendor	Address	Phone Number	Contact Name
Newton's Fire	PO Box 13 Swepsonville, NC 27359	800-672-5918	Seth Newton

FOR OFFICE USE ONLY

Qty	Unit	Item No.	Description	Unit Price	Extension	Division-Object
66	ea	D2257G10	Globe Gxcel Coat w/Komabt Flex Black, Cald	$1,280.00	$84,480.00	52008
66	ea	F2257G10	Globe GPS Pant w/Komabt Flex Black, Caldur	$1,375.00	$90,750.00	52008
			$196,788.60 - 211000 - 52008			
			~~$191,000.70 - 210000 - 52008~~			

Notes

These sets of gear are to replace existing fire gear that is soon to expire. This purchase is being made on CCPA Contract # 2020001104

Sub-Total: $175,230.00

SC Tax: $15,770.70

Total : $191,000.70

Internet Purchase
Is an add use tax needed?
No

FOR OFFICE USE ONLY

Line Ref: _____ *Date Reconciled:* _____ *Batch No:* _____

Notes

PCPCF1-2016

City of Charleston

South Carolina

P-Card Purchase Control Form

Blue underscored fields are required

Cardholder Name: Jason Krusen **Date of Purchase:** August 4, 2020 *Ship to Location:* 1950 Milford St.

Work Order No: _____ *Job Location:* _____ *Job No./Name:* _____

Department: Fire **Division:** 211000 *Approver Signature:* _____

Vendor	Address	Phone Number	Contact Name
Newton's Fire	PO Box 13 Swepsonville, NC 27359	800-672-5918	Seth Newton

FOR OFFICE USE ONLY

Qty	Unit	Item No.	Description	Unit Price	Extension	Division-Object
68	ea	D2257G10	Globe Gxcel Coat w/Komabt Flex Black, Cald	$1,280.00	$87,040.00	52008
68	ea	F2257G10	Globe GPS Pant w/Komabt Flex Black, Caldur	$1,375.00	$93,500.00	52008

Notes

These sets of gear is to outfit new firefighter recruits with the necessary fire gear.
This purchase is being made on CCPA Contract # 2020001104

Sub-Total: $180,540.00

SC Tax: $16,248.60

Total : $196,788.60

Internet Purchase
Is an add use tax needed?
No

FOR OFFICE USE ONLY

Line Ref: _____ *Date Reconciled:* _____ *Batch No:* _____

Notes

PCPCF1-2016

Quotation

NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.
PO Box 13 ~ 2724 Swepsonville-Saxapahaw Rd
Swepsonville, NC 27359
Toll Free 800-672-5918 Fax: (336) 578-1982

Date: August 4, 2020
Quote #:
Purchased/Requested By: Chief Chesher
Salesperson: Seth Newton
County: Charleston
Payment Terms: NET/30
FOB: Origin PPD/Add

BILL TO: Charleston Fire Dept.

SHIP TO: Charleston Fire Dept
1950 Millford St
Charleston, SC 29405

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
134		D2257G10	Globe Gxcel Coat w/Komabt Flex Black, Caldura Elite SL2 Crosstech Black, Charleston Fire applied directly to back, FF name on tail of coat sewn to patch, End of Flap Silizone, TAC Full Top Sleeve, NYC Lime Triple Trim, Zipper In/ Velcro Outter Closure, Black Arashield Cuff Reinforcement, 2 Mic Straps, Survivor Holder Right Chest, Thumb Loop	$ 1,280.00	$ 171,520.00
134		F2257G10	Globe GPS Pant w/Komabt Flex Black, Caldura Elite SL2, Crosstech Black, Angled Fly LH, 2x10x10 Bellows Pocket w/Full Kevlar Reinforced, Self Material Take Up Strap w/ Metal Buckle, End of Flap Silizone, 3' L/Y Triple Trim, Black Arashield Linemen Plier Pocket on Right Leg, H Back Suspenders w/Padding & Metal Buckles, Kevlar 2 Pack 2 Tool Compartment in Left Bellows, Black Arashield Gemtor 541 Class II Harness w/5742 Hook	$ 1,375.00	$ 184,250.00

*Pricing Based on CCPA Contract # 2020001104

NOTES:

	Sales Total:	$ 355,770.00
	Estimated Freight:	
(Charleston) 9.00%	Sales Tax:	$ 32,019.30
	Total:	$ 387,789.30

3j.

COMMITTEE / COUNCIL AGENDA

TO: John J. Teckiemburg, Mayor

FROM: Chief Daniel Curia **DEPT.** Fire Department

SUBJECT: 2020 FORD RANGER EXT. CAB, 4.2 PICKUP

REQUEST: Approval to purchase two (2) each 2020 Ford Ranger Ext. Cab, 4.2 Pickups from Vic Bailey Ford, 501 E. Daniel Morgan Ave., Spartanburg, SC 29302. SC Contract #4400022488

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	X	☐	Daniel Curia	☐
Procurement Director	X	☐	Gary Cox	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062020 ✓ Account #: 58010 ✓

Balance in Account * Amount needed for this item $51,822.00

8/6/20

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt R, Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: John J. Teckiemburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
Vendor: _Vic Bailey Ford__
V#: _____
Address: _501 E. Daniel Morgan Ave._
Spartanburg

Requisition
Req. Date: _____
Req.# _____
PO#: _____
Ship To: _1950 Milford St.____

Account Codes:		Contract #:	4400022488

Item #	Quantity	Unit	Description	Unit Price	Ext. Price
PU-1G	2		2020 Ford Ranger Ext. Cab 4x2, Race Red	$22,253.00	$44,506.00
	2		Standard Equipment Included:	inc.	$0.00
	2		2.3L EcoBoost Engine	inc.	$0.00
	2		Automatic Transmission	inc.	$0.00
	2		A/C	inc.	$0.00
	2		AM/ FM Radio	inc.	$0.00
	2		Heavy Duty Rubber Floor	inc.	$0.00
	2		Power Windows and Door Locks	inc.	$0.00
	2		Power Steering	inc.	$0.00
	2		Power Brakes	inc.	$0.00
	2		Cruise Control	inc.	$0.00
	2		5' Pick-Up Body - Crew Cab Models	inc.	$0.00
R4E	2		Ranger Crew Cab 4x2 101A Trim Package	$2,434.00	$4,868.00
QH	2		Cloth Front Bucket Seats	$1.00	$2.00
	2		Privacy Glass	$128.00	$256.00
	2		4-Corner Flashing Strobe System (LED Light	$595.00	$1,190.00
			Delivery Fee		$0.00
			State Tax	500.00	1000.00 ~~$0.00~~
				Total	~~$50,822.00~~

51,822.00

Requestor

Authorized Approval

Vic Bailey Ford
David Vetter 864.585.3600 or 800.922.1365

PU-1G: 2020 FORD RANGER EXTENDED CAB 4x2

Color: Race Red

Contract #: 4400022488

Standard Equipment Included - Ford Ranger:

2.3L EcoBoost Engine	Power Steering
Automatic Transmission	Power Brakes
A/C	Cruise Control
AM/ FM Radio	Vinyl Bench Seat
Heavy Duty Rubber Floor	6' Pick-Up Body - Extended Cab Models
Power Windows and Door Locks	5' Pick-Up Body - Crew Cab Models

	SC STATE CONTRACT PRICE:		**$22,253.00**
R4E	Ranger Crew Cab 4x2 101A Trim Package	5' Bed	$2,434.00
QH	Cloth Front Bucket Seats		$1.00
	Privacy Glass		$128.00
	4-Corner Flashing Strobe System (LED Lights)		$595.00
	IMF		$500.00
	TOTAL SC STATE CONTRACT PRICE:		**$25,911.00**

3k.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Daniel Curia **DEPT.** Fire Department

SUBJECT: 2020 FORD EXPEDITION VEHICLES

REQUEST: Approval to purchase two (2) each 2020 Ford Expedition Vehicles From Vic Bailey, 501 E. Daniel Morgan Ave., Spartanburg, SC 29302. SC Contract #4400022512

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	☒	☐	Daniel R. Curia	☐
Procurement Director	☒	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062020 ✓ Account #: 58010 ✓

Balance in Account ∅ Amount needed for this item $78,016.00 8/6/2020

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
Vendor: _Vic Bailey Ford_
V#: _____
Address: _501 E. Daniel Morgan Ave._
Spartanburg

Requisition
Req. Date: _____
Req.# _____
PO#: _____
Ship To: _____

Account Codes:		Contract #:	4400022512

Item #	Quantity	Unit	Description	Unit Price	Ext. Price
SUV-4	2		2020 Ford Expedition, Black	$35,061.00	$70,122.00
	2		Standard Equipment Included:	inc.	$0.00
	2		3.5L EcoBoost Engine	inc.	$0.00
	2		Automatic Transmission	inc.	$0.00
	2		A/C	inc.	$0.00
	2		AM/ FM Radio	inc.	$0.00
	2		Power Windows and Door Locks	inc.	$0.00
	2		Power Steering	inc.	$0.00
	2		Power Brakes	inc.	$0.00
	2		Cruise Control	inc.	$0.00
	2		Full Length Vinyl Floor	inc.	$0.00
	2		17" Steel Wheels	inc.	$0.00
	2		No Factory Center Console	inc.	$0.00
	2		Expedition 4x2 XL 100A	$2,151.00	$4,302.00
66R	2		Reverse Sensing System	$114.00	$228.00
47B	2		Floor Liners - First and Second Row (100A	$167.00	$334.00
18B	2		Factory Installed Black Platform Running B	$420.00	$840.00
	2		4-Corner Flashing Strobe System (LED Lig	$595.00	$1,190.00
			Delivery Fee		$0.00
			State Tax	500.00	$1000.00 ~~$0.00~~
				Total	~~$77,016.00~~

78,016.00

Requestor

Authorized Approval

Vic Bailey Ford
David Vetter 864.585.3600 or 800.922.1365

SUV-4: 2020 FORD EXPEDITION

Color: Black

Contract #: 4400022512

Standard Equipment Included:

3 5L EcoBoost Engine	Power Steering
Automatic Transmission	Power Brakes
A/C	Cruise Control
AM/ FM Radio	Full Length Vinyl Floor
Power Windows and Door Locks	17" Steel Wheels
Cloth Front Bucket Seats w/ Vinyl 2nd Row Bench	No Factory Center Console

	SC STATE CONTRACT PRICE:	**$35,061.00**
	Expedition 4x2 XL 100A	$2,151.00
66R	Reverse Sensing System	$114 00
47B	Floor Liners - First and Second Row (100A and 101A Models Only)	$167.00
18B	Factory Installed Black Platform Running Boards	$420.00
	4-Corner Flashing Strobe System (LED Lights)	$595.00
	IMF (Sales Tax)	$500.00
	TOTAL SC STATE CONTRACT PRICE:	**$39,008.00**

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Jason Kronsberg **DEPT:** Parks Department

SUBJECT: CLEMENTS FERRY ROAD GROUNDS MAINTENANCE

REQUEST: Approval to establish a contract for the Clements Ferry Road Grounds Maintenance with Pleasant Places, Inc., PO Box 22247, Charleston, SC 29413. Solicitation #20-B031R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2019

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Parks Department	☒	☐	8/6/20	☐
Procurement Director	☒	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 522000 Account #: 522060

Balance in Account $175,952.89 Amount needed for this item $55,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: , Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Parks Department

DATE: JULY 16, 2020

SOL.# 20-B031R

BUYER: ROBIN B. ROBINSON

CLEMENTS FERRY RD. GM

	BIDDER	BIDDER	BIDDER
COMPANY NAME	EDD, LLC dba The Greenery of Charleston	Yellowstone Landscape	Pleasant Places, Inc.
COMPANY REPRESENTATIVE	J. Andrew Dupps	Bryan Calhoun	Todd Knight
PHONE NUMBER	843-884-0084	843-241-2588	843-881-3430
EMAIL	adupps@thegreenerylle.com	bcalhoun@yellowstonelandscape.com	Twk@pleasantplaces.com
MINORITY	No	No	No

QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
26	Trash Collection & Removal	$365.00	$9,490.00	$200.00	$5,200.00	$192.31	$5,000.06
26	Sidewalk & Gutter Cleaning	$365.00	$9,490.00	$200.00	$5,200.00	$192.31	$5,000.06
3	Trimming	$800.00	$2,400.00	$2,200.00	$6,600.00	$500.00	$1,500.00
1	Mulch Beds (400 CY – PB)	$27,300.00	$27,300.00	$18,000.00	$18,000.00	$22,00.00	$22,000.00
1	Traffic Control for Mulching	$6,200.00	$6,200.00	$1,250.00	$1,250.00	$2,200	$2,200.00
26	Weed Control	$365.00	$9,490.00	$200.00	$5,200.00	$125.00	$3,250.00
1	Ant Treatment	$375.00	$375.00	$1,200.00	$1,200.00	$1,800.00	$1,800.00
1	Irrigation Maintenance	$2,310.00	$2,310.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00
1	Pest Management	$1,205.00	$1,205.00	$2,850.00	$2,850.00	$1,100.00	$1,100.00
	TOTAL		$68,260.00		$48,000.00		$43,850.12

BUYER: Chenette Jenkins for Robin Barnett Robinson

WITNESS: [illegible]

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Parks Department

DATE: JULY 16, 2020

SOL.# 20-B031R

BUYER: ROBIN B. ROBINSON

CLEMENTS FERRY RD. GM

	BIDDER	BIDDER	BIDDER
COMPANY NAME	Southland Landscape	Green Carolina Landscape Contractors, Inc.	
COMPANY REPRESENTATIVE	David M. Schwartz	Mike Fairbairn	
PHONE NUMBER	843-553-5630	843-849-9676	
EMAIL	dscgwartz@southlandusa.com	gc@greencarolinainc.com	
MINORITY	No	No	

QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
26	Trash Collection & Removal	$105.00	$2,730.00	$307.70	$8,000.20		
26	Sidewalk & Gutter Cleaning	$260.00	$6,760.00	$307.70	$8,000.20		
3	Trimming	$780.00	$2,340.00	$2,000.00	$6,000.00		
1	Mulch Beds (400 CY – PB)	$22,000.00	$22,000.00	$26,000.00	$26,000.00		
1	Traffic Control for Mulching	$3,200.00	$3,200.00				
26	Weed Control	$350.00	$9,100.00	$307.70	$8,000.20		
1	Ant Treatment	$1,200.00	$1,200.00	$2,000.00	$2,000.00		
1	Irrigation Maintenance	$3,200.00	$3,200.00	$57.70	$57.70		
1	Pest Management	$3,100.00	$3,100.00				
	TOTAL		$53,630.00		$58,058.10		

BUYER: Charlotte Stratton for Robin Barrett-Robinson

WITNESS: [illegible]

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 20-B031R	**Bids will be received until:** July 16, 2020 @ 12:00pm
Bid Title: Clements Ferry Rd. GM **Non-Mandatory Pre-Bid:** June 29, 2020 @ 10:30am, Details on Page 27	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: PLEASANT PLACES INC.	**FEIN/SS#:** 57-0764450
Vendor Address: PO BOX 22247	
City – State – Zip: CHARLESTON SC 29413	
Telephone Number: 843-881-3430	**Fax Number:** 843-884-7671
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: [signature]	**Title:** MANAGER MAINTENANCE
Date: 07/14/2020	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Clements Ferry Rd. GM**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

2. **Bidder may mail, or hand-deliver response to the Procurement Division**. Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to **Robin B. Robinson** in writing no later than **1:00pm on July 1, 2020**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson** at **robinsonr@charleston-sc.gov**.

Bid Number: 20-B031R	**Bids will be received until:** July 16, 2020 @ 12:00pm
Bid Title: Clements Ferry Rd. GM **Non-Mandatory Pre-Bid:** June 29, 2020 @ 10:30am, Details on Page 27	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

PLEASANT PLACES INC. Company Name As registered with the IRS	Authorized Signature
PO Box 22247 Correspondence Address	TODD WRIGHT Printed Name
CHARLESTON, SC 29413 City, State, Zip	MAINTENANCE MANAGER Title
TWK@PLEASANTPLACES.COM Email Address	843-881-3430 Telephone Number
✓ Toll-Free Number (if available)	843-884-7671 Fax Number
PO Box 22247 Remittance Address	07/14/2020 Date
CHARLESTON, SC 29413 City, State, Zip	57-0764450 Federal Tax ID (FEIN)/SS Number
	✓ SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☑ No

If so, please provide a copy of your certificate with your response.

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of PLEASANT PLACES INC.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the 20-B0312

CLEMENTS FERRY ROAD GROUNDS MAINTENANCE contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein.. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 07/14/2020 Name of Authorized Officer (Print/Type): TODD KNIGHT

Signature:

Title: MAINTENANCE MANAGER

Sworn to before me this 14 day of July, 2020
Notary Public for the State of SC
My Commission Expires: 2/27/2028
Print Name: Angela Carducci
Phone Number: 843.475.2929
Address: PO Box 22247
Charleston, SC 29413

Notary Seal:

ANGELA CARDUCCI
Notary Public, State of South Carolina
My Commission Expires 2/27/2028

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: MICK CIMORELLI
Address: PO BOX 1180087
CHARLESTON, SC 29423
Phone/Fax: 843-863-7581 843-863-7017
Email: MCIMORELL@CSUNEY.EDU

Name: JOHN WATKINS
Address: 3850 BESSEMER ROAD SUITE 200
MOUNT PLEASANT, SC 29466
Phone/Fax: 843-881-8488
Email: JWATKINS@SLH-COMMUNITY.COM

Name: DANNY DESTEFANO
Address: 4401 LEEDS AVE SUITE 120
NORTH CHARLESTON, SC 29405
Phone/Fax: 843-745-0190
Email: DDESTEFANO@SENTRYMGT.COM

Name: DOCTOR THOMAS KAYS
Address: ASHLEY HARBOR
CHARLESTON, SC 29407
Phone/Fax: 843-830-2446
Email: TKAYS@MAC.COM

Name:
Address:
Phone/Fax:
Email:

Pleasant Places Reference List

1. CSU - Nick Cimorelli
   - Email: ncimorel@csuniv.edu
   - Office:843-863-7581
2. Dunes West - John Watkins
   - Email: Jwatkins@trustscs.com
   - Office: 843-881-8488
3. Anson Construction - Pete Stuttsman
   - Email: PFS@ansonconstruction.com
   - Office: 843-556-4411 Ex 204
4. Palm Coast Development- Kevin Popson
   - Email: kpopson@pcgroupssc.com
   - Office: 843-886-4767
5. Celek and Celek Construction - Brian Celek
   - Email: Brian@celekandcelek.com
   - Office: 843-889-9110

BIDDER QUESTIONNAIRE

Contact Information

Firm Name: PLEASANT PLACES INC.
(as it appears on license)

**If Contractor is "doing business as" (DBA) under a fictitious name, provide a statement indicating a valid business name.

Contact Person No. 1: TODD KNIGHT

Title: MAINTENANCE MANAGER

Phone: 843-881-3430

Address: PO BOX 22247 CHARLESTON, SC 29413

Email: TNK@PLEASANTPLACES.COM

Contact Person No. 2: MARK OLDAG

Title: MAINTENANCE DIRECTOR

Phone: 843-881-3430

Address: PO BOX 22247 CHARLESTON, SC 29413

Email: MAO@PLEASANTPLACES.COM

Essential Requirements for Qualification

Please provide the following information. Failure to provide requested information may result in bid rejection.

1. Please provide a valid City of Charleston business license number.
   LICENSE # 7306

2. Please provide a valid SC Commercial Chemical/Pesticide Applicator, Category III Pesticide Applicator license number.
   MARK OLDAG - C00 2491

3. Please provide at least one of the following; a Certified Nursery Professional, a Horticulturalist, or National Association of Landscape Professionals – Landscape Industry Certified Horticultural Technician.
   GRAHAM MELLETT

4. Please provide at least one of the following; ISA Certified Arborist or ISA Certified Arborist with Tree Risk Assessment Qualification.
   ADAM HARBIN

5. Has Contractor's license been revoked at any time in the last five (5) years? NO

6. Has a surety firm completed a contract on Contractor's behalf or paid for completion because Contractor was in default on any project within the last five (5) years? NO

7. In the past five (5) years, has Contractor been assessed and paid liquidated damages after completion of a project under a maintenance and/or repair contract with either a public or private owner? If yes, explain on a separate piece of paper. NO

8. In the past five (5) years, has Contractor been denied the ability to bid on any maintenance contract? If yes, explain on separate piece of paper. NO

9. In the past five (5) years, has any project owner filed any claim regarding a dispute of $50,000 or more against Contractor or Contractor filed any claim regarding a dispute of $50,000 or more against a project owner concerning its work on a maintenance project in court or arbitration? If so, please provide a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). NO

10. Has SC or Federal OSHA cited and assessed penalties against Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years? If so, please explain the grounds for the finding. NO

Projects

Dunes West HOA
Dunes West Blvd, Mt Pleasant
HOA
John Watkins
843-881-8488
jwatkins@sw-comunnity.com
Mark Oldag – Director of Maintenance
Weekly landscape maintenance to all common areas/ spaces
Monthly Contract - $51,275.00
Currently on site for 15 + years
Weekly maintenance completed on time weekly

Charleston Southern University
9200 University Blvd – Charleston, SC
Nick Cimorelli
843-863-7581
ncimorel@csuniv.edu
Kyle Schmaltz – Account Manager
Weekly landscape maintenance on University grounds
Monthly contract - $15,742.00
Currently on site for 10 + years

Northwoods Assembly
4020 2nd Ave
Summerville, SC 29486
Marion –
843-377-3364
payables@northwoodacademy.com
Kyle Schmaltz – Account Manager
Weekly landscape maintenance to all of school grounds
Monthly contract - $10,672.00
Currently contracted 3 years

Ashley Harbor
195 Ashley Hall Plantation Road
Charleston, SC 29407
Dr. Tomas Kays
843-830-2446
btkays@mac.com
Todd Knight – Account Manager
Weekly landscape maintenance
Monthly Contract - $1125.00
Currently contracted for 10 + years

The Hunt Club
Hunt Club Run
Charleston, SC 29407
Julia Hayne
843-860-5544
ahance@spectrumproperties.biz
Todd Knight – Account Manager
Weekly landscape maintenance
Monthly contract - $2850.00
Currently contracted for 4+ years

Pleasant Places currently employee 81 employees and 10 of these employees would be assigned to this contract.

Pleasant Places' Facilities

4990 & 4995 Lacross Road
Offices and Administration on site
40,000 sq.ft. lay down yard
Fleet Pickup Trucks and Trailers
On-site Mechanic's Shop

7684 Southrail Road
North Charleston, SC 29420
Office and Administration on site
6 Bay Garage Warehouse
25,000 sq.ft. Warehouse
Rack storage system
Fleet pickup trucks and Trailers
On-Site Mechanic's Shop

Pleasant Places' Equipment
65 Trucks
4 Dump Trucks
2 Hydro Seeders
60 Riding Mowers
8 Walk Behind Mowers
5 Tractors
8 Loaders
80 Weed-eaters
40 Blowers
4 Trenchers
35 Trailers
3 Rollers
5 Power Sprayers
1 Chipper
1 Mini Excavator
1 Semi
1 Street Sweeper

Company Name	Property Name
Bell Partners, Inc.	10 Westedge
Lincoln-Harris	105 Burton
Lincoln-Harris	109 Burton
Twelve Oaks at Fenwick	12 Oaks at Fenwick
RCB Development	1567 Meeting Street
RCB Development	1819 Meeting Street
RCB Development	1834 Summerville Ave
RCB Development	1859 Summerville Ave
Scott Fuller	2260 Noisette Boulevard Industrial Site
Horizontal Property Regime	245 Seven Farms Drive
RCB Development	2467 Savannah Hwy
Flyway LLC	26 Smith Street
RCB Development	3359 Meeting Street
RCB Development	4151 Spruill Avenue North CHARLESTON
RCB Development	4221 Rivers Avenue
RCB Development	4447-4451 Dorchester Rd
Laura Grafukas	62 Indigo
RCB Development	7391 Pepperdam Avenue
Structured Parking Solutions, LLC	Albemarle Parking (VA Lot)
Ashley Harbor Homeowners Association	Ashley Harbor
Atrium	Atrium
ATS Logistics, Inc.	ATS Logistics
Spartina Association Management	Avenue of Oaks
Coldwell Banker Commercial	Battery Gaillard
Beach Townhouse HPR	Beach Townhouse HPR
RCB Development	Belgrade Avenue
Beresford Commons	Beresford Commons
Best Western	Best Western
Brigadier HOA	Brigadier Condos
Brighton Park Emergency	Brighton Park Emergency Center
Brookgreen Town Center	Brookgreen Town Center
Brookhaven HOA	Brookhaven
Cambria Hotel Summerville	Cambria Hotel at Nexton
Cambridge Commons HOA	Cambridge Commons
Cambridge Lakes HOA	Cambridge Lakes
Carol Oaks HOA	Carol Oaks
Centre Point Emergency	Centre Point Emergency
Centre Point Apartments	Centre Pointe Apartments
Chadbury Village HOA	Chadbury Village
Charleston GI	Charleston GI - Summerville
Charleston GI	Charleston GI - West Ashley
Covington at Park West	Covington @ Park West
Crowne Partners, Inc	Crowne at Live Oak Square
Charleston Southern University	CSU
Charleston Southern University	CSU Wingate
Darrell Creek	Darrell Creek

Darryl Reyna	Darryl Residence - The Beach Company
Davis & Floyd, Inc.	Davis & Floyd
Deer Ridge POA	Deer Ridge POA
Drayton Oaks	Drayton Oaks - Summerville
Dunes West Property Owners Assoc.	Dunes West
Dunes West Property Owners Assoc.	Dunes West
Dunes West Property Owners Assoc.	Dunes West - Lower
Dunes West Athletic Club	Dunes West Athletic
Dunes West Commons	Dunes West Commons
Heritage Condominiums	Dunes West Heritage Condominiums
Heritage Townhomes	Dunes West Heritage Townhomes
Duneside Villas 2 HPR	Duneside Villas 2 HPR
Duvall Events	Duvall Events
Retail Planning Corporation	Earthfare in Summerville Marketplace
Edifice Construction	Edifice Construction Charleston Office
Ellis Oaks	Ellis Oaks
Enviromental Monitoring Systems, Inc	EMS
Extra Space Storage	Extra Space Storage - #8467
Extra Space Storage	Extra Space Storage - Heriot Street #8155
Fairmont South HOA	Fairmont South
Fenwick Commons HOA	Fenwick Commons
Field View	Field View
Garrison at Oyster Point	Garrison at Oyster Point
Hampton Woods	Hampton Woods
Gold Crown Management	Hickory Ridge
Hidden Lakes	Hidden Lakes
Hilton Garden Inn Mt. Pleasant, SC	Hilton Garden Inn
Holy Spirit Catholic Church	Holy Spirit Catholic Church
Hunt Club Community Association	Hunt Club Charleston
Indigo Hall	Indigo Hall
Ironwood Townhomes	Ironwood Townhomes
Ross Marine	Island House Cummins/Ross Marine
Coldwell Banker Commercial	Island Oak Shopping Center
Kevin Sargis	Jenkins Point Boat Dock
Johnston Pointe HOA	Johnston Pointe
Kiawah Island	Kiawah Laundromat
Kiawah Island	Kiawah West Beach (Roadside Beds)
Legacy at Pine Forest	Legacy at Pine Forest
Linda Derbyshire	Linda Derbyshire Residence
LEC Properties, Inc.	Live Oak Square Commercial
LEC Properties, Inc.	Live Oak Square Commercial - Parking Lot
Southeastern Management Group	Long Point Office Park
Longhorn Steakhouse	Longhorn Steakhouse Mt. Pleasant
Lowndes Point POA	Lowndes Point
Marsh Cove HOA	Marsh Cove
Marsh Walk	Marsh Walk at Park West
Marsh Walk Villas	Marsh Walk Villas

Q & M Investments, LLC	McCall Center
McElveen Buick-GMC Truck, Inc.	McElveen Summerville
Merrill Gardens	Merrill Gardens at Carolina Park
Montclair Condominiums	Montclair Condominiums
Motivated Marketing	Motivated Marketing
Public Service HQ Town Hall	Mt. Pleasant Town Hall
Public Service HQ Town Hall	Mt. Pleasant Town Hall Green Roof
MUSC Health (MUHA)	MUSC Leeds Place West
Northwoods Assembly, Inc	Northwoods Assembly
Spartina Association Management	Oak Bluff
Oaks Business Center HPR	Oaks Business Center HPR
Olive Garden	Olive Garden
Oyster Point HOA	Oyster Point
Page's Okra Grill	Page's Okra Grill
Page's Okra Grill	Page's Okra Grill - Nexton
Paul Speights	Paul Speights Jr.
Hampton Realty, LLC	Paula Hampton
Pelican Watch Villas	Pelican Watch Villas
Anson Construction Company, Inc.	Pete Stutsman
Pinepoint Plaza	Pinepoint Plaza
Pinepoint Shops	Pinepoint Shops
Point Hope Commons Shopping Center	Point Hope Commons Shopping Center
SEFH (Southeastern Family Homes)	Poplar Grove
Quail Hollow HOA	Quail Hollow
The Refuge at Whitehall	Refuge at Whitehall HOA
Regency Square	Regency Square
Regent's Green	Regent's Green
Remington Forest COA	Remington Forest COA, Inc.
Renee Levow	Renee Levow
Residence Club at Southern Pines POA	Residence Club at Southern Pines POA
Gus H Bells LLC	Richard Bailey
Ripley Cove	Ripley Cove
Auto Hotels	Ripley Light Yacht Club Common Area
River Towne POA/RTOW	Rivertowne on the Wando
Ripley Light Yacht Club	RLYC 6A
Ripley Light Yacht Club	RLYC ARP2
Ripley Light Yacht Club	RLYC Mizzen Mast
RPM Warehouse SC, LLC	RPM Warehouse SC
Ryan Knapp	Ryan Knapp
Sally Wackym	Sally Wackym
Saltwater Cowboys	Saltwater Cowboy
SC State Ports Authority	SC State Ports Headquarters
Sea Island Farms HOA	Sea Island Farms
Real Op Investments	Shannon Park Jr.
Avison Young	Shops at West Ashley Circle
SkyGarden Apartments	SkyGarden
Slips at Ripley	Slips at Ripley

St. Johns Marina
Summer Wind Villas
Summerville Medical Center
Sunrise
Sweetgrass Landing Apartments
Sweetgrass Village HOA
Tennyson at Park West
Property Management Services
The Pearlstine Company
Live Caroline
Concord Management Office
The Crossings at West Ashley
Stanley Martin Homes
The Exchange
The Gadsden
The Gardens at Whitney Lake
Greystar Development and Construction
Kamp Properties, LLC
Ryan Homes/NVR
M&S Development Co., Inc.
Eye Fidelity, LLC
Tides Condominiums
Tidewater Neurology
TIGHITCO Inc.
T-Mobile
TownePlace Suites
Treeloft Villa Association
Tri-County Therapy
Trident Executive Village HPR
Trident Medical Center
McElveen Buick-GMC Truck, Inc.
McElveen Buick-GMC Truck, Inc.
Trumpf Medical
Community Association Management Services
Flyway LLC
Village Pointe Shopping Center
Wando Master Plantation
Porter Management
Whitney Lake THA
Whitney Lake THA
SEFH (Southeastern Family Homes)
Windmill Station

St. John's Marina
Summer Wind Cottage
Summerville Medical Center
Sunrise
Sweetgrass Landing Apartments
Sweetgrass Village HOA
Tennyson at Park West
The Albemarle
The Bend
The Caroline
The Concord
The Crossings at West Ashley
The Estuary
The Exchange
The Gadsden Condo Owners Association, Inc
The Gardens at Whitney Lake
The Guild
The Island House Venue
The Ponds: Maintenance
The Villages
The Vision Center at Seaside Farms
Tides Condominiums
Tidewater Neurology Office
TIGHITCO Inc.
T-Mobile
TownePlaces Suites N. Charleston
Treeloft Villa Association
Tri-County Therapy
Trident Executive Village HPR
Trident Medical Center
Tru Auto 78
Tru Auto Rivers
Trumpf Medical
Tupelo
Village Park
Village Pointe Shopping Center
Wando Master Plantation
Wedgewood Villas
Whitney Lake Townhomes
Whitney Lake Townhomes
Whitney Lakes 2D SEFH
Windmill Station

CERTIFICATION

I, the undersigned, certify and declare that I have read all the answers and supplemental materials in this Bidder Questionnaire, and I know its contents. I certify under penalty of perjury that I have provided complete and truthful information to the City regarding all information requested in this Bidder Questionnaire. I understand that any misrepresentations or material omissions within this Bidder Questionnaire will be grounds for not prequalifying the Contractor, withdrawing any prior prequalification, or not awarding the contract to Contractor. Additionally, any misrepresentations or material omissions within this Bidder Questionnaire are considered breaches of the Project's contract (should the Contractor be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City of Charleston and its employees, representatives and agents to contact references of Contractor and/or its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and/or request information from other clients for whom Contractor and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims Contractor and its Owners, employees, representatives and agents may have against the City, its employees, representatives and agents, as well as any client or its employees, representatives and agents providing feedback or the mentioned records regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

I am executing this Bidder Questionnaire on behalf of Contractor. I warrant and represent that: 1) I am listed in the Contractors State License Board's records for Contractor; 2) I have the authority to execute this Bidder Questionnaire on behalf of Contractor; 3) I have the authority to bind Contractor to the answers provided in this Bidder Questionnaire; and 4) if any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

Date: 07/14/2020

Company Name: PLEASANT PLACES INC.

Contractor's Name: TODD KNIGHT

Contractor's Title: MAINTENANCE MANAGER

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: July 2, 2020

TO: All Bidders

FROM: Robin Barrett Robinson

RE: 20-B031R Clements Ferry Road Grounds Maintenance

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 **Is there a map or layout that shows the areas to be maintained on Clements Ferry Rd.**

A-1 There is not a map generated for this particular solicitation.

The service area extends from the back of curb on the northern edge of roadway to the back of curb on the southern edge of roadway (including the middle median). Specifications and general conditions will be updated to reflect the service area does not extend past the back of curb. The adjacent parcels are responsible for the maintenance of all abutting right-of-way.

Q-2 **Where should we put the cost for pest management on plants (plant healthcare treatments)? Which line item?**

A-2 A line item for integrated pest management is added to the bid form.

Q-3 **How is traffic control going to be added in the bid tab? Will this be added to the mulch amount or a separate line item?**

A-3 A line item for traffic control is added to the bid form. This traffic control will accommodate mulching exercises.

Q-4 **I would just like to clarify; no trash pickup is required on road shoulders or road shoulder curbs. Only on the center island, correct?**

A-4 Trash pickup is required from back of curb on the northern edge of roadway to the back of curb on the southern edge of roadway (including the middle median).

Q-5 How many zones of irrigation does the area have?

A-5 The irrigation system is on a WeatherTrak system. It is a 2-wire system with two (2) clocks and 48 zones (Clock A – 10 Zones, Clock B – 38 Zones). The Contractor will receive login information for irrigation control and WeatherTrak access.

Q-6 What is the value of this project the City has set?

A-6 That information is not available.

Q-7 What is the current contract yearly amount?

A-7 $35,000.04. This contract amount does not include mulching or traffic control. Mulching was performed under a separate contract.

Q-8 What is the start date of the new contract?

A-8 The current agreement ends in August.

Q-9 What is the current contract information on the Clements Ferry Rd. GM – namely the current contract value?

A-9 The current agreement isn't a contract in the terms that this will be. This was a new set up that has been maintained under warranty by the contractor that provided the landscaping. The current contract amount can be found in A-7.

Q-10 I cannot find, within the documentation provided, the scope, start and end location, how far off the road...left to right.

A-10 The solicitation document can be found on our website, https://www.charleston-sc.gov/bids.aspx?bidID=547. See additional description in A-1 above.

Q-11 Does trash pickup include the center island and the edge of road gutters?

A-11 Please see description in A-4 above.

Q-12 Is irrigation maintenance to be completed weekly?

A-12 Irrigation maintenance is a continual service. Contractor shall ensure operations of irrigation system function at all times during contract period. See Section 1.2.9 of the General Conditions and Specifications.

Q-13 Shall the contractor include traffic control in the mulching cost?

A-13 Traffic Control is added as a new line item on the updated Bid Form.

Q-14 Is IPM to be included in a line item on the current bid sheet?

A-14 A line item for integrated pest management is added to the bid form. See A-2

Q-15 What is the current value of the contract?

A-15 $35,000.04. This contract amount does not include mulching or traffic control. Mulching was performed under a separate contract. See A-7 above.

Q-16 Is there a map available that clearly shows the limits of work for this contract?

A-16 See A-1 above.

Q-17 Has the scope of work changed from what is in place via the current contract compared to what we are being asked to bid with this 2020 scope of work?

A-17 Nothing from the current scope of work being performed will change with this new contract.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

07/14/2020
Date

PLEASANT PLACES INC.
Company Name

2020 CLEMENTS FERRY ROAD PHASE 1 GATEWAY GROUNDS MAINTENANCE OF PUBLIC SPACES

UNIT PRICE FORM / SCHEDULE OF DEDUCTIONS

Grand Total must match Lump Sum entered on "CONTRACT".

Unit prices provided shall apply for entire contract period, and may be used to increase or decrease scope of work, as well as for the "Schedule of Deductions" referenced in Part 2 of the specifications.

CLEMENTS FERRY ROAD - PHASE 1

CLEMENTS FERRY ROAD

ITEM	UNIT PRICE		FREQUENCY PER YEAR		TOTAL	
Trash Collection & Removal	192.31	x	26	=	5,000.06	0
Sidewalk & Gutter Cleaning	192.31	x	26	=	5,000.06	0
Trimming	500.00	x	3	=	1,500.00	0
Mulch Beds (400 CY - PB)	22,000	x	1	=	22,000	0
Traffic Control For Mulching	2,200	x	1	=	2,200	0
Weed Control	125	x	26	=	3,250	0
Ant Treatment	1,800	x	1	=	1,800	0
Irrigation Maintenance	2,000	x	1	=	2,000	0
Pest Management	1,100	x	1	=	1,100	0

CLEMENTS FERRY ROAD PH 1 GATEWAY MAINTENANCE TOTAL 0

$43,850.12

NON-DEFINED MAINTENANCE RESPOSIBILITY

Crew (1 Foreman/3 Labor @ 4 Hr. Min)	640	x	10	=	6,400	0

This non-defined labor shall be for additional maintenance work not associated with the basic services required of this contract and therefore shall not be considered part of the grand total of this contract. Any such work effort will be accomplished with a minimum of four (4) hours an assumes the work of a 4-person crew per effort.

Company name: PLEASANT PLACES INC.

Address: PO BOX 22247
CHARLESTON, SC 29413

Telephone: 843-881-3430

Fax: 843-884-7671

Authorized representative: TODD [illegible]

Signature / Date: 07/14/2020

Signature / Date:

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND PLEASANT PLACES, INC. FOR CLEMENTS FERRY ROAD GROUNDS MAINTENANCE

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Clements Ferry Road Grounds Maintenance (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Clements Ferry Road Grounds Maintenance in accordance with Solicitation #20-B031R. All attachments and exhibits, including Exhibits A, B, C and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-B031R (the "Invitation for Bid")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Bid Submittal & Pricing Sheet

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $55,000.00 (Fifty-Five Thousand Dollars and Zero Cents) to be made in accordance with the Invitation for Bid, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted.

Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement 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, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors 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 or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance

coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements, which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor 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 bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	Pleasant Places, Inc.
John J. Tecklenburg	Todd Knight
Mayor	Manager of Business Development
PO Box 304	PO Box 22247
Charleston, SC 29402	Charleston, SC 29413

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of

Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. 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 SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that 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 the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____
Name

Date: _____

_____
Todd Knight
Maintenance Manager
Date: _____

_____
Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 20-B031R	**Bids will be received until:** July 16, 2020 @ 12:00pm
Bid Title: Clements Ferry Rd. GM **Non-Mandatory Pre-Bid:** June 29, 2020 @ 10:30am, Details on Page 27	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ **Yes** ☐ **No** If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Clements Ferry Rd. GM**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

2. **Bidder may mail, or hand-deliver response to the Procurement Division**. Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to **Robin B. Robinson** in writing no later than **1:00pm on July 1, 2020**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson** at **robinsonr@charleston-sc.gov**.

INSTRUCTIONS TO BIDDERS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City 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.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal 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 shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services.

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

A) 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 or a contract or subcontract, or to any solicitation or proposal therefore.

B) 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.

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Proposal represents that:

A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. 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 proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.

E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after 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 certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful 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 or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement 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, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City 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(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

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

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) 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 the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL BIDDERS
Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. 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 the Governments 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 the fault or negligence of the contractor. If the failure to perform is caused by the 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.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a 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.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER
The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City 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 Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

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. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, 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 City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, 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 City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston 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 City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

NO BID RESPONSE FORM

Bid Number: 20-B031R	**Bids will be received until:** July 16, 2020 @ 12:00pm
Bid Title: Clements Ferry Rd. GM **Non-Mandatory Pre-Bid:** June 29, 2020 @ 10:30am, Details on Page 27	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must sent in if not sending in a submission.**	

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

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: _____

_____

_____

Bid Number: 20-B031R	**Bids will be received until:** July 16, 2020 @ 12:00pm
Bid Title: Clements Ferry Rd. GM **Non-Mandatory Pre-Bid:** June 29, 2020 @ 10:30am, Details on Page 27	
Mailing Date: June 18, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email Address	Telephone Number
Toll-Free Number (if available)	Fax Number
Remittance Address	Date
City, State, Zip	Federal Tax ID (FEIN)/SS Number
	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By: _____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this _____ day of _____, 20___.

_____ (SEAL)
Notary Public for_____
My Commission Expires_____

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

   ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

   AND

   ☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

   OR

   ☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	
Witness	

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***

- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

- o 5. Attended any pre-solicitation meetings scheduled by the City.

- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***

- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.

- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

General Information

The City of Charleston, South Carolina is soliciting vendors for the **Clements Ferry Rd. Grounds Maintenance**. **The Vendor must provide detailed information of product/service they are bidding, to include their Equipment Inventory List, which consists of but not limited to: all equipment, vehicles, etc. (See details in specification.)**

There will be a Non-Mandatory Meeting held via Zoom at 10:30am on June 29, 2020. The link to the meeting is:
https://us02web.zoom.us/j/82267290946?pwd=YWF4RkVyS1ljeHNMbnJZQnlqNkV1QT09

Meeting ID: 822 6729 0946

Procurement Process
This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions
Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation.*** **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on July 1, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

Contractor Solely Responsible for Performance
Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

Disqualification of Bidders
Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City

- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Suspension and Debarment

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

Contract Negotiations

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

Vendor's Duty to Inspect and Advise and Declare All Costs

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

Receipt of Bids

Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(July 16, 2020 @ 12:00pm)*** of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted

Each Vendor must **submit one (1) Original and one (1) digital copy (Flash Drive).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note **"Original"** on the original bid.

Required Forms And Signature Pages

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

Bid Format

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked **"20-B031R Clements Ferry Rd. GM"** and **submitted in a sealed envelope.**
b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on July 16, 2020. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract

The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

Basis for Award

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

GENERAL CONDITIONS

CLEMENTS FERRY ROAD (PHASE 1) GATEWAY MAINTENANCE

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all work required in strict accordance with this contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

The Owner may withhold payments as outlined in the Specifications.

The actual performance of work and superintendence should be performed by the Contractor but the Owner should at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.

The Contractor shall not subcontract this work without the written consent of the Owner.

In any case where there is a matter of discrepancy in opinion concerning any portion of the specifications, work methods, work to be accomplished, or any other matter concerning this Contract, the final decision shall be that of the Owner.

Cautionary Section

The Owner shall expect the Contractor to take every method at his disposal to protect the properties on which he will be working. If, in the opinion of the Owner, the Contractor is acting in such a manner as to cause unnecessary damage to properties, whether they may be public or private, the Owner shall invoke its authority to terminate the contract. The termination of this contract shall be effective upon the date given on the written notice by the Procurement Director.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the State of South Carolina Workmen's Compensation Insurance, including occupational disease provision, for all of the Contractor's employees, and in case any work is subcontract, the Contractor shall require such Subcontractors identically to provide Workmen's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract is not protected under the Workmen's Compensation Law, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

Contractor is responsible for any and all damages arising out of any activity associated with this contract.

SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with all local, State and Federal regulations pertaining to the protection of the safety and health of workers.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage, which may result from their failure or their improper construction, maintenance, or operation.

The Contractor agrees to accept the sole responsibility for complying at all times with local, County, State and Federal or other legal requirements including but not limited to full compliance with Local and State traffic regulations for any lane closures, so as to protect all persons, including employees from foreseeable injury, or damage to property. Contractor shall coordinate any lane closures with the City of Charleston Police Department traffic control personnel prior to closure.

It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires correction.

The Contractor shall cooperate fully with the City of Charleston in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City of Charleston within five (5) business days following the occurrence.

Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc. for cracks, crevices, and deterioration and shall report any deterioration to the City immediately.

It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests are to be worn at all times while performing work. Contractor shall place and maintain temporary flags, signs, barricades, protection fences and other precautions necessary to protect the work and the general public, and as approved by the State and County and in compliance with applicable SCDOT traffic management practices.

Lane closure shall not be performed without the proper use of advance warning devices, signs and flag person(s) and conformance to these and other applicable provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions shall be made for the uninterrupted passage of emergency vehicles through the work site at all times, regardless of the controlled traffic conditions existing at that time. Any lane closures and traffic control shall meet applicable provisions and appropriate guidelines for this type of work.

Contractor shall be solely responsible for furnishing, installing and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicle and pedestrian traffic during the performance of the work. This requirement shall be continuous for the duration of the project, and shall not be limited to working hours.

The Contractor shall obtain a City of Charleston Business License prior to beginning the work of this contract.

PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the City. All construction work and/or utility, installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawing and Technical Specifications for

compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City Representative.

The Contractor shall, at his own expense, secure and pay to the appropriate department of the City, the fees or charges for all permits for street pavement, sidewalks, removal of abandoned water taps, sealing of house connection drains, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with the applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespassing on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

The following are the Plans, Specifications, and Addenda which form a part of this contract as set in the General Conditions, "Contract and Contract Documents".

Drawings: As listed on the Contract Documents Table of Contents.

Specifications: As listed on the Contract Documents Table of Contents.

Addenda: As issued.

GATEWAY MAINTENANCE

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The intent of this contract is for the bidder to provide complete grounds maintenance services. The Contractor shall furnish all labor, supervision, equipment, and materials necessary to provide grounds maintenance services in accordance with requirements specified herein. The operations to be performed shall include cutting grass, tree and shrub pruning, edging, collection and disposal of trash, collection and disposal of litter and debris, cleaning gutters and walks, mulch application, soil amendment/fertilizer application, weed control, string trimming, sweeping/raking/blowing hardscape surfaces and other miscellaneous services as described. These operations shall be performed in accordance with the schedule provided in this package.

1.2 DESCRIPTION OF WORK

1.2.1 TRASH, DEBRIS, AND LITTER COLLECTION & DISPOSAL

The Contractor shall collect and dispose of **any level** of trash accumulated in trash containers in the maintenance areas. The Contactor shall collect and dispose of debris and litter in or on all grassed areas, plant and shrub beds, wooded areas, sidewalks, streets and curbs in all sites as part of standard maintenance. Debris and litter includes natural vegetation, marsh reeds, palm fronds, sticks and limbs, leaves, pine straw and grass clippings in addition to man-made materials. All collected materials shall be delivered to an approved collection site. Disposal shall occur off-site in accordance with all applicable regulations.

1.2.2 TRIMMING/PRUNING OF TREES & SHRUBS:

Trimming & Pruning shall also include maintaining vehicular sight lines where applicable. For areas adjacent to roadways, pathways, sidewalks or any pedestrian or multi-use pathway adjacent vegetation should be kept pruned back to ensure that it does not encroach into the travel way.

Pruning of all shrubs and trees shall be accomplished by horticulturally correct methods using only bypass type pruners. All debris shall be removed from job sites. Pruning shall be in accordance with ANSI A300 pruning standard and work shall be performed in accordance with ANSI Z133.1 safety standard. Contractor is responsible for establishing and maintaining a safe work zone at all sites including using personnel to flag traffic or cones and signage when appropriate. Contractor is responsible for notifying automobile owners of the need to move vehicles so work sites can be reached. Contractor is responsible to coordinate with the City Police Department, Department of Traffic and Transportation and Tourism Enforcement Division in the event lane or street closings are required.

Any and all pruning of shrubs and trees shall be reviewed by the City of Charleston Parks Department before work begins and after work is complete.

1.2.3 CLEANING OF PAVEMENT, SIDEWALKS AND GUTTERS:

The Contractor shall remove soil accretion, volunteer vegetation, debris and litter on sidewalks and paved surfaces within the work areas and in gutters by scraping, shoveling, sweeping, vacuuming and/or other means necessary. **This work shall also include raised concrete paved medians and associated gutters within the specific maintenance location.** Weeds and plant growth should be **hand-pulled** and any remaining roots are to be sprayed with herbicide. Debris and litter includes natural vegetation, leaves, pine straw and grass clippings in addition to man-made materials. Materials shall be properly disposed of off-site. All material is to be collected in bags and disposed of offsite; debris is not to be blown into streets or adjacent properties per City of Charleston Code of Ordinances.

1.2.4 WEED CONTROL:

Weeds in planted beds, maintained roadways, raised concrete medians, curbs and gutters shall be manually removed or chemically treated per schedule. Weeds shall be manually removed (not just killed) if they are larger than 3" in height or diameter. All uprooted weeds must be removed from the planted beds and disposed of offsite. **Chemically treated dead and wilted weeds shall also be removed from all locations.** Pre and Post emergent herbicides may be used at the Contractor's option. The Contractor must inform the City as to what type and how much product will be used. No additional payment will be made for herbicide application. Herbicide shall not be sprayed when winds exceed 5 miles per hour. **At any given time of inspection by City staff, if weeds are visible and upon notification of Contractor, weeds must be pulled the next scheduled visit.**

Contractor shall replace at no cost to the City any plants that are damaged by the use of herbicides. The cause of death/damage to any plant material by overspray of herbicide is in sole judgment of the City. No restricted herbicides shall be applied. Weed control must be performed each visit with proper equipment, product and personnel.

1.2.5 ANT TREATMENT:

Contractor shall observe signs of ant mounds and provide spot treatments with "Liquid Sevin" or equal will be required in all maintenance areas. Substitution of materials, changes in application rates or schedules, etc., must be approved by the Contract Manager in writing. **All dead ant mounds shall be removed in entirety**.

1.2.6 PEST MANAGEMENT (IPM)

An integrated pest management program shall be ongoing throughout the contract period. The contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site specific recommendations for procedural modifications that may be necessary to achieve pest prevention. The Contractor shall employ a minimum of one certified commercial supervisory applicator for every five certified commercial operational applicators employed. The Contractor shall adequately suppress populations of undesirable insects that feed primarily on or may otherwise cause harm to outdoor vegetation or contribute to herbaceous diseases.

The Contractor shall propose methods of control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used prior to application. A service schedule

of maintenance applications shall also be supplied prior to commencing work. No pesticide product may be applied unless it is approved prior to application. Applications shall be according to need and not necessarily by schedule. As a general rule, application of pesticides shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventative pesticide treatments are acceptable.

A certified supervisor employed by the Contractor will be expected to conduct visual inspections monthly, April through September, to monitor for evidence of destructive turf and vegetation pests and conduct additional sampling as necessary to confirm the presence of such pests. In an effort to preserve beneficial and predatory insects, pesticides shall be applied only when the presence of harmful pests or disease have been identified through monitoring and it is anticipated that more than 15% of discoloration, defoliation or damage to the total leaf area will likely occur. Pesticide applications shall be limited only to infested groundcovers, grasses, shrubs, and trees. Preventive pesticide applications may be performed only to areas where the previous or current year's monitoring has indicated the presence of harmful insect pests or if certain tree species, prone to specific insect problems are present. Preventive applications shall be made only to specific problem areas.

In the past there have been problematic infestations of Aphid on dune sunflower, Mealy Bugs on sweetgrass, and scale on Camellias. Upon notification by the City or through maintenance observation, these infestations must be treated immediately.

1.2.7 MULCH

Where required in the schedule mulch should be placed to cover the plant beds. ***Premium Dyed Brown Shredded Pine Bark*** *mulch* (City of Charleston Parks Department standard) should be placed to existing mulch areas at 1-2" thickness unless certain areas require more where mulch has eroded away. **Remove mulch from previous applications to expose root flare of any trees and shrubs, as needed, and keep 6" away from the base of any/all tree trunks. The final product should be a uniform coverage and thickness. Any mulch "volcanoes" or excessively placed mulch will not be accepted.** The minimum diameter of any mulch ring shall be 4'. Mulch will not be required in flood prone areas.

Premium Dyed Brown Shredded Pinebark Mulch

1.2.9 IRRIGATION MAINTENANCE

The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction as scheduled. If the contractor fails to report significant broken or malfunctioning irrigation system components within 72 hours of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component. For the sake of fixing water leaks and potential plant damage as soon as possible, repairs of $150.00 or less should be accomplished when observed and brought to the attention of the Contract Manager. Larger issues shall be reported immediately and the irrigation system shall be deactivated.

Adjust watering times each week. Do not overwater plantings. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

A. MAINTENANCE

1. Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.
2. The landscape maintenance contractor shall change all battery operated solenoid valves with a new battery (9 volt) every 6 months. Verification that battery valves are operational should occur at more frequent intervals. If inspection results identify a failed battery or valve, battery should be replaced and notify City for approval of valve replacement.
3. The landscape maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
4. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
5. Drip Irrigation systems shall be adjusted with any relative time changes.
6. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

B. IRRIGATION REPAIR

1. The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged. Repair shall be made within one week of the day the damage occurred. Any damage beyond typical repair needs will be paid for as additional work (based on coordination with Contract Manager). The contractor shall make notification of needed repairs within two weeks of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be

minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2-inch diameter. These minor repair items shall be corrected by contractor at contractor's expense.

2. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the Contract Manager.
3. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Contract Manager.
4. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
5. If any existing sprinklers at this site are installed on risers above the ground level, submit a quote for additional work to the owner's authorized representative covering the cost of removal and replacement of these sprinklers with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
6. The contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.
7. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

1.2.10 NON DEFINED MAINTENANCE RESPONSIBILITY

Contractor shall provide an hourly cost for crews (Min. 1 Foreman, 3 Labor) and equipment that meet the following compositions. At the City's sole discretion and direction, crews shall be scheduled for additional work to be performed. This additional labor shall be for work not associated with the basic services required of this contract. Any such work effort will be accomplished with a minimum of four (4) hours per effort, and the Contractor shall have six (6) business days to schedule the work at a time that meets the City's needs. Work may be scheduled for after hours or weekends if required by the City. Work performed within this scope might include removal of storm debris, trimming of overgrowth, removal of plant material for planting projects, small drainage

repairs, etc. **Any work performed under this scope MUST BE APPROVED prior to commencing any related work.**

1.3 MANAGEMENT

1.3.1 The Contractor shall manage the total work effort associated with the grounds maintenance services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including but not limited to: planning, scheduling, report preparation and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

A. WORK CONTROL
The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure labor, equipment and material are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. The Contractor shall assign one point of contact for this contract that will provide written weekly (or at intervals otherwise requested by the Contract Manager) schedules and accomplishments to the City Contract Manager.

B. MONTHLY WORK SCHEDULE
In addition to the requirements of the "Work Schedule" the Contractors monthly work schedule shall indicate the proposed date of accomplishment of all required services by project. Once approved, the Contractor shall strictly adhere to the schedule in order to facilitate the Department of Parks inspection of the work.

C. SCHEDULE OF WORK
The work shall be executed in such a manner as to cause the least interference with the normal functions of the facility activities. Prior to beginning any work, the Contractor shall meet with the Contract Manager in order that approved schedule and sequence of work may be arranged.

D. FIRE PREVENTION
The Contractor shall ensure that his employees know how to operate a fire extinguisher. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash. Contractor's employees operating critical equipment shall be trained to properly respond during a fire alarm or fire, in accordance with local activity instructions.

1.3.2 ENVIRONMENTAL PROTECTION
The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with Federal, State and Local laws and with regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the Contract Manager. Inspection of any of the facilities operated by the Contractor may be accomplished by the authorized officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary

fine against the City for violations caused by the Contractor's negligence, the Contractor shall reimburse the City for the amount of the fine and any other related costs.

The Contractor shall clean up any oil or fuel spills or other environmental hazards that result from the Contractor's operations. The Contractor shall comply with the instructions of City safety personnel and be aware of conditions which create a nuisance or which may be hazardous to the health of personnel. The Contractor's failure to take necessary action in a timely manner will result in the City implementing measures to clean up the hazard or spill. Any and all costs incurred by the City will be deducted from the Contractor's subsequent monthly invoices.

1.3.3 SAFETY REQUIREMENTS AND REPORTS

All work shall be conducted in a safe manner and shall comply with the requirements of the City. The City will not provide safety equipment to the Contractors.

A. Prior to commencing work, the Contractor shall meet in conference with the Contract Manager and City Safety Manager to discuss and develop mutual understanding relative to administration of the Safety Program.

B. The Contractor shall report to the Contract Manager or City Safety Manager exposure date and all accidents resulting in death, trauma or occupational disease. All accidents must be reported to the Contract Manager within 24 hours of their occurrence.

C. The Contractor shall submit to the Contract Manager a full report of damage to City property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Contract Manager within 24 hours of the occurrence.

1.3.4 ACCIDENT PREVENTION

A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons, preventing damage to property, materials, supplies, and equipment and avoiding work interruptions for these purposes. The Contractor shall:

1. Provide appropriate safely barricade, signs and signal lights;

2. Ensure that any additional measures are taken deemed necessary by the Contract Manager for this purpose.

B. The Contractor shall maintain an accurate record of exposure data on all accidents; incidental to work performed under this contract resulting in data, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. The Contractor shall report this data in the manner prescribed by the Contract Manager.

C. The Contract Manager shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of work, shall be deemed sufficient notice of noncompliance and corrective action required. After receiving the notice, if the Contractor fails or refuses to take

corrective action, the City may demand the Contractor cease work until appropriate action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these conditions.

1.3.5 CONTRACTOR EMPLOYEES:

A. The Contractor shall provide to the Contract Manager the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

B. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

C. Contractors' employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

D. The Contractor shall remove from the site any individual whose continued presence is deemed by the Contract Manager to be contrary to the public interest.

E. No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or if an alien, his residence within the United States is legal.

F. The Contractor shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in the Federal Executive Order No:11246, as amended, including specifically the provisions of the equal opportunity clause.

G. The Contractor shall require each of its employees to wear uniforms with the Contractor's company name, proper shoes and other gear required. No advertisements or logos other than the Contractor's shall be on the employee's uniforms.

1.3.6 IDENTIFICATION OF CONTRACTOR VEHICLE

Each Contractor-provided vehicle shall display the Contractor's name so that it is clearly visible and shall, at all times, display a valid state license plate. Contractor vehicles shall be operated in accordance with SCDOT rules and are not to impede onto private property.

1.3.7 PERMITS

The Contractor shall, without additional expense to the City, obtain all appointments, licenses and permits required for the execution of the work. The Contractor shall comply with all applicable Federal, State and Local laws. Evidence of such permits and licenses shall be provided to the Contract Manager before work commences.

1.3.8 INSURANCE:

Within fifteen (15) days after the award of this contract or before commencement of this contract, The Contractor shall furnish the Contract Manager an insurance certificate

naming the City of Charleston for coverage and as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

1. Comprehensive General Liability: $600,000.00 per occurrence

2. Automobile Liability: $100,000.00 per person, $600,000.00 per occurrence, $20,000.00 per occurrence for Property Damage

3. Workers Compensation: AS REQUIRED BY STATE AND FEDERAL WORKERS COMPENSATION STATUS.

4. Employer's Liability Coverage: $600,000.00 except in states where Worker's Compensation may not be written by private carrier.

5. Other as required by State Law

6. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contract Manager by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "INSURANCE" clause.

1.3.9 WORK OUTSIDE REGULATIONS

Except as may otherwise be authorized, all work shall be performed during regular working hours, which are defined as 7:00 a. m. to 7:00 p. m. If the Contractor desires to carry on work on Saturday, Sunday or holidays, he may submit an application to the Contract Manager for approval considerations at least three (3) days prior to scheduled work outside regular hours.

1.3.10 PERFORMANCE EVALUATION MEETINGS

The Contractor's representative shall meet with the City Contract Manager bi-weekly during the first month of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contract Manager. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings will be prepared by the City and shall be signed by the Contractor's representative and the City representative.

Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contract Manager any areas of disagreement within five *(5)* working days.

1.3.11 BI-WEEKLY REPORTS

The Contractor shall provide written bi-weekly reports of work completed. The report shall include information on what crew was onsite what day and for how long. This will assist City of Charleston Contract Manager in documenting completed work and tracking any deficiencies. The report may be a checklist from crew leader; a copy of the report form shall be submitted to the City of Charleston Parks Department for review.

PART 2 INSPECTIONS AND ACCEPTANCE

2.1 ACCEPTANCE

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by a designated City representative.

Contractor is encouraged to establish a routine schedule for each location (i.e. Thursday of the specified week) to facilitate inspections and acceptance. The Contract Manager may determine that regular reporting by the Contractor is necessary.

2.2 SCHEDULE OF DEDUCTIONS

The "Unit Price Bid Form / Schedule of Deductions" shall be submitted as part of the Contractor's proposal. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the schedule must be amended within ten (10) days of the date of the modification. Prices shown in the "Unit Price Bid Form / Schedule of Deductions" will be utilized in conjunction with the CONSEQUENCE OF CONTRACTOR FAILURE TO PERFORM REQUIRED SERVICES clause (2.3) in making deductions to the contract price for non-performed or unsatisfactorily work.

2.3 CONSEQUENCE OF CONTRACTOR FAILURE TO PERFORM REQUIRED SERVICES

A. The Contractor will be held to the full performance of the contract. The City will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.

1. A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may be taken from the Contractor's invoice.

2. The City reserves all rights for partially completed work as set forth below:

B. The City will give the Contractor written notice of deficiencies by copies of the Inspector's Reports or otherwise prior to assessing liquidated damages or deducting for non-performed or unsatisfactory work. Therefore:

1. In the case of non-performed work, the City:

a. Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to (b) below and satisfactorily completes the work;

b. May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Contract Manager, but in no event longer than twenty-four (24) hours in the case of all other services, of the

notice to the Contractor of such non-performance, at no additional cost to the City; or

b. May, at its option, perform the services by City personnel or other means.

2. In the case of unsatisfactory work, the City:

a. Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices set out in the Schedule or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform pursuant to (b) below and satisfactorily completes the work;

b. May at its option, afford the Contractor the opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Contract Manager, within twenty-four (24) hours in the case of all other services, of the notice to the Contractor of such unsatisfactory performance, at no additional cost to the City; or

c. May at its option, perform the services by City personnel or other means.

2.4 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK

In accordance with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK", deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the City, estimating methods may be used. Engineering Performance Standards (EPS), Means Cost Data or other estimating sources may be utilized to estimate the cost of non-performed work or the costs which would be incurred in remedying unsatisfactory work. The City may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, City estimates of the Contractor's overhead and profit rates and City estimates of material costs if applicable.

PART 3 THE SCHEDULE

3.1 LOCATIONS

The maintenance service area runs approximately 2 miles from Quinby Marsh Lane to Jack Primus Road. Contractor shall be responsible for visiting each site prior to submitting a bid. For the purposes of this contract, a road shoulder is defined as the area between the edge of pavement or back of curb and one or more of the following: frontage road edge of pavement, unmowable slope, marsh or woodline unless a specific mowing width is specified. The minimum distance maintained for any road shoulder shall be ten (10') feet. In addition to and in support of the descriptions below, maps indicating maintenance locations are available in the APPENDIX of these specifications.

3.2 PERFORMANCE PERIOD OF CONTRACT

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the

extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

3.3 PERFORMANCE/PRE-CONSTRUCTION CONFERENCE

Prior to commencing work, the Contractor shall meet in conference with the Contract Manager at a time to be determined by the Contract Manager, to discuss and develop mutual understanding relative to scheduling and administering work. The Contractor shall submit a current insurance certificate to the Contract Manager at the pre-performance conference.

3.4 CHANGE ORDERS

Change Orders may be issued orally by the Contract Manager in emergency circumstances. Oral modifications will be confirmed by issuance of a written modification within two (2) working days from the time of the oral communication modifying the order.

3.5 INVOICES/SUBMITTALS

A. An invoice is a written request for payment under the contract for supplies delivered and for services rendered. In order to be proper, an invoice must include as applicable the following:

1. Invoice date;
2. Name of Contractor,
3. Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment;
4. Name (where practical) title, phone number and mailing address of person to be notified in event of a defective invoice; and
5. Description of supplies or services, quantity (contract unit of measure) and unit price, and extended total;
6. Any other information or documentation required or other provisions of the contract (such as evidence of shipment).
7. Invoices shall be prepared and submitted in a quadruplicate (one copy shall be marked "Original") unless otherwise specified.
8. INVOICES ARE TO BE SUBMITTED TO THE CONTRACT MANAGER FOR REVIEW AND APPROVAL.

3.6 INVOICING INSTRUCTIONS

Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of a proper invoice and any required Contractor submittals, invoices will be processed for payment. Invoice instructions for indefinite quantity portion shall be indicated on each individual delivery order.

3.7 MODIFICATION BIDS - PRICE BREAKDOWN

The Contractor, in connection with any bid he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contract Manager. Unless otherwise directed, the breakdown shall be of sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or

changed. Any amount claimed for Subcontractors shall be supported by a similar price breakdown.

In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contract Manager.

PART FOUR EVALUATION FACTORS FOR AWARD

4.1 NON MANDATORY PRE-BID MEETING

A Pre-Bid Meeting will be held to introduce the Contractor to the general conditions and specifications of the contract. This meeting is non-mandatory and due to COVID-19 distancing requirements, the meeting will be held through a virtual meeting place. Please see page 27 for details.

4.2 BASIS FOR AWARD

The award of contract will be based on the lowest responsive, responsible bidder.

Bids are solicited on a Unit Base. Failure to submit unit pricing bids for all items and quantities listed in any geographic section or lots shall be cause for rejection of the bid for that section.

END OF SPECIFICATIONS

BIDDER QUESTIONNAIRE

Contact Information

Firm Name: _____
(as it appears on license)

**If Contractor is "doing business as" (DBA) under a fictitious name, provide a statement indicating a valid business name.

Contact Person No. 1: _____

Title: _____

Phone: _____

Address: _____

Email: _____

Contact Person No. 2: _____

Title: _____

Phone: _____

Address: _____

Email: _____

Essential Requirements for Qualification

Please provide the following information. Failure to provide requested information may result in bid rejection.

1. Please provide a valid City of Charleston business license number.

   _____

2. Please provide a valid SC Commercial Chemical/Pesticide Applicator, Category III Pesticide Applicator license number.

   _____

3. Please provide at least one of the following; a Certified Nursery Professional, a Horticulturalist, or National Association of Landscape Professionals – Landscape Industry Certified Horticultural Technician.

   _____

4. Please provide at least one of the following; ISA Certified Arborist or ISA Certified Arborist with Tree Risk Assessment Qualification.

   _____

5. Has Contractor's license been revoked at any time in the last five (5) years?

6. Has a surety firm completed a contract on Contractor's behalf or paid for completion because Contractor was in default on any project within the last five (5) years?

7. In the past five (5) years, has Contractor been assessed and paid liquidated damages after completion of a project under a maintenance and/or repair contract with either a public or private owner? If yes, explain on a separate piece of paper.

8. In the past five (5) years, has Contractor been denied the ability to bid on any maintenance contract? If yes, explain on separate piece of paper.

9. In the past five (5) years, has any project owner filed any claim regarding a dispute of $50,000 or more against Contractor or Contractor filed any claim regarding a dispute of $50,000 or more against a project owner concerning its work on a maintenance project in court or arbitration? If so, please provide a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. Has SC or Federal OSHA cited and assessed penalties against Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

    If so, please explain the grounds for the finding.

Recent Landscape / Garage Maintenance Projects and References

A. Similar Projects for Other Entities
On a separate page, Contractor must provide information about its five (5) most recently completed or current landscape / garage maintenance projects not for the City. Names and references must be current and verifiable. Use separate signed pages that contain all of the following information:

1. Project name
2. Location
3. Owner entity
4. Owner's contact information: name, current phone number and current email
5. Name of Job Superintendent that performed the work on this job
6. Description of landscape maintenance including scope of work
7. Original contract amount for maintenance
8. Final amount paid for all maintenance
9. Dates of contract term
10. What was the schedule for services (e.g., mowing once every other week)? Was the project on schedule and completed on time?
11. Over the course of the contract term, did Contractor ever not perform services in a timely manner as required by the schedule of services? What were the circumstances of services not being performed if this is the case?
12. How many times did Owner or anyone else get complaints during the term regarding quality of the work, and what was the substance of each complaint?

B. Contractor's Technical and Management Plans for Performing Required Services
On a separate page, Contractor shall provide information on the following items:
1. Description of Contractor facilities and equipment.
2. A firm profile with total number of employees, equipment list, and number of employees that will be assigned to this contract.
3. List all other maintenance work (including surrounding counties and municipalities) presently under contract.

Employee Certifications

On a separate page, please list all qualifications of employees who will serve this maintenance contract in a superintendent, project manager, and crew leader position. Please provide any certification, license, or registration numbers for any of the following:

Please also indicate if Contractor or any of its employees have any of the following current certifications:
- SC Certified Nursery Professional, Horticulturalist, and/or National Association of Landscape Professionals – Landscape Industry Certified Horticultural Technician
- Certified Lawn Care Manager, or Certified Lawn Care Technician
- Certified SC Commercial Chemical/Pesticide Applicator, Category III Pesticide Applicator
- ISA Certified Arborist, ISA Certified Arborist with Tree Risk Assessment Qualification
- OSHA Training
- Any other training or certifications relative to the work expected of this contract.

CERTIFICATION

I, the undersigned, certify and declare that I have read all the answers and supplemental materials in this Bidder Questionnaire, and I know its contents. I certify under penalty of perjury that I have provided complete and truthful information to the City regarding all information requested in this Bidder Questionnaire. I understand that any misrepresentations or material omissions within this Bidder Questionnaire will be grounds for not prequalifying the Contractor, withdrawing any prior prequalification, or not awarding the contract to Contractor. Additionally, any misrepresentations or material omissions within this Bidder Questionnaire are considered breaches of the Project's contract (should the Contractor be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City of Charleston and its employees, representatives and agents to contact references of Contractor and/or its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and/or request information from other clients for whom Contractor and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims Contractor and its Owners, employees, representatives and agents may have against the City, its employees, representatives and agents, as well as any client or its employees, representatives and agents providing feedback or the mentioned records regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

I am executing this Bidder Questionnaire on behalf of Contractor. I warrant and represent that: 1) I am listed in the Contractors State License Board's records for Contractor; 2) I have the authority to execute this Bidder Questionnaire on behalf of Contractor; 3) I have the authority to bind Contractor to the answers provided in this Bidder Questionnaire; and 4) if any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

Date: _____ Company Name: _____

Contractor's Name: _____

Contractor's Title: _____

ATTACHMENT A
Maintenance Schedule

ATTACHMENT B
Bid Form

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: July 2, 2020

TO: All Bidders

FROM: Robin Barrett Robinson

RE: 20-B031R Clements Ferry Road Grounds Maintenance

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 **Is there a map or layout that shows the areas to be maintained on Clements Ferry Rd.**

A-1 There is not a map generated for this particular solicitation.

The service area extends from the back of curb on the northern edge of roadway to the back of curb on the southern edge of roadway (including the middle median). Specifications and general conditions will be updated to reflect the service area does not extend past the back of curb. The adjacent parcels are responsible for the maintenance of all abutting right-of-way.

Q-2 **Where should we put the cost for pest management on plants (plant healthcare treatments)? Which line item?**

A-2 A line item for integrated pest management is added to the bid form.

Q-3 **How is traffic control going to be added in the bid tab? Will this be added to the mulch amount or a separate line item?**

A-3 A line item for traffic control is added to the bid form. This traffic control will accommodate mulching exercises.

Q-4 **I would just like to clarify; no trash pickup is required on road shoulders or road shoulder curbs. Only on the center island, correct?**

A-4 Trash pickup is required from back of curb on the northern edge of roadway to the back of curb on the southern edge of roadway (including the middle median).

Q-5 How many zones of irrigation does the area have?

A-5 The irrigation system is on a WeatherTrak system. It is a 2-wire system with two (2) clocks and 48 zones (Clock A – 10 Zones, Clock B – 38 Zones). The Contractor will receive login information for irrigation control and WeatherTrak access.

Q-6 What is the value of this project the City has set?

A-6 That information is not available.

Q-7 What is the current contract yearly amount?

A-7 $35,000.04. This contract amount does not include mulching or traffic control. Mulching was performed under a separate contract.

Q-8 What is the start date of the new contract?

A-8 The current agreement ends in August.

Q-9 What is the current contract information on the Clements Ferry Rd. GM – namely the current contract value?

A-9 The current agreement isn't a contract in the terms that this will be. This was a new set up that has been maintained under warranty by the contractor that provided the landscaping. The current contract amount can be found in A-7.

Q-10 I cannot find, within the documentation provided, the scope, start and end location, how far off the road…left to right.

A-10 The solicitation document can be found on our website, https://www.charleston-sc.gov/bids.aspx?bidID=547. See additional description in A-1 above.

Q-11 Does trash pickup include the center island and the edge of road gutters?

A-11 Please see description in A-4 above.

Q-12 Is irrigation maintenance to be completed weekly?

A-12 Irrigation maintenance is a continual service. Contractor shall ensure operations of irrigation system function at all times during contract period. See Section 1.2.9 of the General Conditions and Specifications.

Q-13 Shall the contractor include traffic control in the mulching cost?

A-13 Traffic Control is added as a new line item on the updated Bid Form.

Q-14 Is IPM to be included in a line item on the current bid sheet?

A-14 A line item for integrated pest management is added to the bid form. See A-2

Q-15 What is the current value of the contract?

A-15 $35,000.04. This contract amount does not include mulching or traffic control. Mulching was performed under a separate contract. See A-7 above.

Q-16 Is there a map available that clearly shows the limits of work for this contract?

A-16 See A-1 above.

Q-17 Has the scope of work changed from what is in place via the current contract compared to what we are being asked to bid with this 2020 scope of work?

A-17 Nothing from the current scope of work being performed will change with this new contract.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

GENERAL CONDITIONS

CLEMENTS FERRY ROAD (PHASE 1) GATEWAY MAINTENANCE

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all work required in strict accordance with this contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

The Owner may withhold payments as outlined in the Specifications.

The actual performance of work and superintendence should be performed by the Contractor but the Owner should at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.

The Contractor shall not subcontract this work without the written consent of the Owner.

In any case where there is a matter of discrepancy in opinion concerning any portion of the specifications, work methods, work to be accomplished, or any other matter concerning this Contract, the final decision shall be that of the Owner.

Cautionary Section

The Owner shall expect the Contractor to take every method at his disposal to protect the properties on which he will be working. If, in the opinion of the Owner, the Contractor is acting in such a manner as to cause unnecessary damage to properties, whether they may be public or private, the Owner shall invoke its authority to terminate the contract. The termination of this contract shall be effective upon the date given on the written notice by the Procurement Director.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the State of South Carolina Workmen's Compensation Insurance, including occupational disease provision, for all of the Contractor's employees, and in case any work is subcontract, the Contractor shall require such Subcontractors identically to provide Workmen's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract is not protected under the Workmen's Compensation Law, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

Contractor is responsible for any and all damages arising out of any activity associated with this contract.

SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with all local, State and Federal regulations pertaining to the protection of the safety and health of workers.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance, or operation.

The Contractor agrees to accept the sole responsibility for complying at all times with local, County, State and Federal or other legal requirements including but not limited to full compliance with Local and State traffic regulations for any lane closures, so as to protect all persons, including employees from foreseeable injury, or damage to property. Contractor shall coordinate any lane closures with the City of Charleston Police Department traffic control personnel prior to closure.

It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires correction.

The Contractor shall cooperate fully with the City of Charleston in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City of Charleston within five (5) business days following the occurrence.

Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc. for cracks, crevices, and deterioration and shall report any deterioration to the City immediately.

It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests are to be worn at all times while performing work. Contractor shall place and maintain temporary flags, signs, barricades, protection fences and other precautions necessary to protect the work and the general public, and as approved by the State and County and in compliance with applicable SCDOT traffic management practices.

Lane closure shall not be performed without the proper use of advance warning devices, signs and flag person(s) and conformance to these and other applicable provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions shall be made for the uninterrupted passage of emergency vehicles through the work site at all times, regardless of the controlled traffic conditions existing at that time. Any lane closures and traffic control shall meet applicable provisions and appropriate guidelines for this type of work.

Contractor shall be solely responsible for furnishing, installing and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicle and pedestrian traffic during the performance of the work. This requirement shall be continuous for the duration of the project, and shall not be limited to working hours.

The Contractor shall obtain a City of Charleston Business License prior to beginning the work of this contract.

PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the City. All construction work and/or utility, installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawing and Technical Specifications for

compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City Representative.

The Contractor shall, at his own expense, secure and pay to the appropriate department of the City, the fees or charges for all permits for street pavement, sidewalks, removal of abandoned water taps, sealing of house connection drains, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with the applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespassing on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

The following are the Plans, Specifications, and Addenda which form a part of this contract as set in the General Conditions, "Contract and Contract Documents".

Drawings: As listed on the Contract Documents Table of Contents.

Specifications: As listed on the Contract Documents Table of Contents.

Addenda: As issued.

GATEWAY MAINTENANCE

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The intent of this contract is for the bidder to provide complete grounds maintenance services. The Contractor shall furnish all labor, supervision, equipment, and materials necessary to provide grounds maintenance services in accordance with requirements specified herein. The operations to be performed shall include cutting grass, tree and shrub pruning, edging, collection and disposal of trash, collection and disposal of litter and debris, cleaning gutters and walks, mulch application, soil amendment/fertilizer application, weed control, string trimming, sweeping/raking/blowing hardscape surfaces and other miscellaneous services as described. These operations shall be performed in accordance with the schedule provided in this package.

1.2 DESCRIPTION OF WORK

1.2.1 TRASH, DEBRIS, AND LITTER COLLECTION & DISPOSAL

The Contractor shall collect and dispose of **any level** of trash accumulated in the maintenance areas. The Contactor shall collect and dispose of debris and litter in or on all grassed areas, plant and shrub beds, streets and curb/gutters in all sites as part of standard maintenance. Debris and litter includes natural vegetation, palm fronds, sticks and limbs, leaves, pine straw and grass clippings in addition to man-made materials. All collected materials shall be delivered to an approved collection site. Disposal shall occur off-site in accordance with all applicable regulations.

1.2.2 TRIMMING/PRUNING OF TREES & SHRUBS:

Trimming & Pruning shall also include maintaining vehicular sight lines where applicable. For areas adjacent to roadways, pathways, sidewalks or any pedestrian or multi-use pathway adjacent vegetation should be kept pruned back to ensure that it does not encroach into the travel way.

Pruning of all shrubs and trees shall be accomplished by horticulturally correct methods using only bypass type pruners. All debris shall be removed from job sites. Pruning shall be in accordance with ANSI A300 pruning standard and work shall be performed in accordance with ANSI Z133.1 safety standard. Contractor is responsible for establishing and maintaining a safe work zone at all sites including using personnel to flag traffic or cones and signage when appropriate. Contractor is responsible for notifying automobile owners of the need to move vehicles so work sites can be reached. Contractor is responsible to coordinate with the City Police Department, Department of Traffic and Transportation and Tourism Enforcement Division in the event lane or street closings are required.

Any and all pruning of shrubs and trees shall be reviewed by the City of Charleston Parks Department before work begins and after work is complete.

1.2.4 CLEANING OF PAVEMENT, SIDEWALKS AND GUTTERS:

The Contractor shall remove soil accretion, volunteer vegetation, debris and litter on sidewalks and paved surfaces within the work areas and in gutters by scraping, shoveling, sweeping, vacuuming and/or other means necessary. **This work shall also include raised concrete paved medians and associated gutters within the specific maintenance location.** Weeds and plant growth should be **hand-pulled** and any remaining roots are to be sprayed with herbicide. Debris and litter includes natural vegetation, leaves, pine straw and grass clippings in addition to man-made materials. Materials shall be properly disposed of off-site. All material is to be collected in bags and disposed of offsite; debris is not to be blown into streets or adjacent properties per City of Charleston Code of Ordinances.

1.3.4 WEED CONTROL:

Weeds in planted beds, maintained roadways, raised concrete medians, curbs and gutters shall be manually removed or chemically treated per schedule. Weeds shall be manually removed (not just killed) if they are larger than 3" in height or diameter. All uprooted weeds must be removed from the planted beds and disposed of offsite. **Chemically treated dead and wilted weeds shall also be removed from all locations.** Pre and Post emergent herbicides may be used at the Contractor's option. The Contractor must inform the City as to what type and how much product will be used. No additional payment will be made for herbicide application. Herbicide shall not be sprayed when winds exceed 5 miles per hour. **At any given time of inspection by City staff, if weeds are visible and upon notification of Contractor, weeds must be pulled the next scheduled visit.**

Contractor shall replace at no cost to the City any plants that are damaged by the use of herbicides. The cause of death/damage to any plant material by overspray of herbicide is in sole judgment of the City. No restricted herbicides shall be applied. Weed control must be performed each visit with proper equipment, product and personnel.

1.3.5 ANT TREATMENT:

Contractor shall observe signs of ant mounds and provide spot treatments with "Liquid Sevin" or equal will be required in all maintenance areas. Substitution of materials, changes in application rates or schedules, etc., must be approved by the Contract Manager in writing. **All dead ant mounds shall be removed in entirety**.

1.3.6 PEST MANAGEMENT (IPM)

An integrated pest management program shall be ongoing throughout the contract period. The contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site specific recommendations for procedural modifications that may be necessary to achieve pest prevention. The Contractor shall employ a minimum of one certified commercial supervisory applicator for every five certified commercial operational applicators employed. The Contractor shall adequately suppress populations of undesirable insects that feed primarily on or may otherwise cause harm to outdoor vegetation or contribute to herbaceous diseases.

The Contractor shall propose methods of control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used prior to application. A service schedule

of maintenance applications shall also be supplied prior to commencing work. No pesticide product may be applied unless it is approved prior to application. Applications shall be according to need and not necessarily by schedule. As a general rule, application of pesticides shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventative pesticide treatments are acceptable.

A certified supervisor employed by the Contractor will be expected to conduct visual inspections monthly, April through September, to monitor for evidence of destructive turf and vegetation pests and conduct additional sampling as necessary to confirm the presence of such pests. In an effort to preserve beneficial and predatory insects, pesticides shall be applied only when the presence of harmful pests or disease have been identified through monitoring and it is anticipated that more than 15% of discoloration, defoliation or damage to the total leaf area will likely occur. Pesticide applications shall be limited only to infested groundcovers, grasses, shrubs, and trees. Preventive pesticide applications may be performed only to areas where the previous or current year's monitoring has indicated the presence of harmful insect pests or if certain tree species, prone to specific insect problems are present. Preventive applications shall be made only to specific problem areas.

In the past there have been problematic infestations of Aphid on dune sunflower, Mealy Bugs on sweetgrass, and scale on Camellias. Upon notification by the City or through maintenance observation, these infestations must be treated immediately.

1.3.7 MULCH

Where required in the schedule mulch should be placed to cover the plant beds. ***Premium Dyed Brown Shredded Pine Bark*** *mulch* (City of Charleston Parks Department standard) should be placed to existing mulch areas at 1-2" thickness unless certain areas require more where mulch has eroded away. **Remove mulch from previous applications to expose root flare of any trees and shrubs, as needed, and keep 6" away from the base of any/all tree trunks. The final product should be a uniform coverage and thickness. Any mulch "volcanoes" or excessively placed mulch will not be accepted.** The minimum diameter of any mulch ring shall be 4'. Mulch will not be required in flood prone areas.

Premium Dyed Brown Shredded Pinebark Mulch

1.2.9 IRRIGATION MAINTENANCE

The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction as scheduled. If the contractor fails to report significant broken or malfunctioning irrigation system components within 72 hours of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component. For the sake of fixing water leaks and potential plant damage as soon as possible, repairs of $150.00 or less should be accomplished when observed and brought to the attention of the Contract Manager. Larger issues shall be reported immediately and the irrigation system shall be deactivated.

Adjust watering times each week. Do not overwater plantings. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

A. MAINTENANCE

7. Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.
8. The landscape maintenance contractor shall change all battery operated solenoid valves with a new battery (9 volt) every 6 months. Verification that battery valves are operational should occur at more frequent intervals. If inspection results identify a failed battery or valve, battery should be replaced and notify City for approval of valve replacement.
9. The landscape maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
10. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
11. Drip Irrigation systems shall be adjusted with any relative time changes.
12. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

C. IRRIGATION REPAIR

1. The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged. Repair shall be made within one week of the day the damage occurred. Any damage beyond typical repair needs will be paid for as additional work (based on coordination with Contract Manager). The contractor shall make notification of needed repairs within two weeks of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be

minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2-inch diameter. These minor repair items shall be corrected by contractor at contractor's expense.

2. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the Contract Manager.
3. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Contract Manager.
4. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
5. If any existing sprinklers at this site are installed on risers above the ground level, submit a quote for additional work to the owner's authorized representative covering the cost of removal and replacement of these sprinklers with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
6. The contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.
7. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

1.2.10 NON DEFINED MAINTENANCE RESPONSIBILITY

Contractor shall provide an hourly cost for crews (Min. 1 Foreman, 3 Labor) and equipment that meet the following compositions. At the City's sole discretion and direction, crews shall be scheduled for additional work to be performed. This additional labor shall be for work not associated with the basic services required of this contract. Any such work effort will be accomplished with a minimum of four (4) hours per effort, and the Contractor shall have six (6) business days to schedule the work at a time that meets the City's needs. Work may be scheduled for after hours or weekends if required by the City. Work performed within this scope might include removal of storm debris, trimming of overgrowth, removal of plant material for planting projects, small drainage

repairs, etc. **Any work performed under this scope MUST BE APPROVED prior to commencing any related work.**

1.4 MANAGEMENT

1.3.1 The Contractor shall manage the total work effort associated with the grounds maintenance services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including but not limited to: planning, scheduling, report preparation and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

A. WORK CONTROL
The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure labor, equipment and material are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. The Contractor shall assign one point of contact for this contract that will provide written weekly (or at intervals otherwise requested by the Contract Manager) schedules and accomplishments to the City Contract Manager.

B. MONTHLY WORK SCHEDULE
In addition to the requirements of the "Work Schedule" the Contractors monthly work schedule shall indicate the proposed date of accomplishment of all required services by project. Once approved, the Contractor shall strictly adhere to the schedule in order to facilitate the Department of Parks inspection of the work.

C. SCHEDULE OF WORK
The work shall be executed in such a manner as to cause the least interference with the normal functions of the facility activities. Prior to beginning any work, the Contractor shall meet with the Contract Manager in order that approved schedule and sequence of work may be arranged.

D. FIRE PREVENTION
The Contractor shall ensure that his employees know how to operate a fire extinguisher. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash. Contractor's employees operating critical equipment shall be trained to properly respond during a fire alarm or fire, in accordance with local activity instructions.

1.3.2 ENVIRONMENTAL PROTECTION
The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with Federal, State and Local laws and with regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the Contract Manager. Inspection of any of the facilities operated by the Contractor may be accomplished by the authorized officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary

fine against the City for violations caused by the Contractor's negligence, the Contractor shall reimburse the City for the amount of the fine and any other related costs.

The Contractor shall clean up any oil or fuel spills or other environmental hazards that result from the Contractor's operations. The Contractor shall comply with the instructions of City safety personnel and be aware of conditions which create a nuisance or which may be hazardous to the health of personnel. The Contractor's failure to take necessary action in a timely manner will result in the City implementing measures to clean up the hazard or spill. Any and all costs incurred by the City will be deducted from the Contractor's subsequent monthly invoices.

1.3.3 SAFETY REQUIREMENTS AND REPORTS

All work shall be conducted in a safe manner and shall comply with the requirements of the City. The City will not provide safety equipment to the Contractors.

A. Prior to commencing work, the Contractor shall meet in conference with the Contract Manager and City Safety Manager to discuss and develop mutual understanding relative to administration of the Safety Program.

B. The Contractor shall report to the Contract Manager or City Safety Manager exposure date and all accidents resulting in death, trauma or occupational disease. All accidents must be reported to the Contract Manager within 24 hours of their occurrence.

C. The Contractor shall submit to the Contract Manager a full report of damage to City property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Contract Manager within 24 hours of the occurrence.

1.3.4 ACCIDENT PREVENTION

A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons, preventing damage to property, materials, supplies, and equipment and avoiding work interruptions for these purposes. The Contractor shall:

1. Provide appropriate safely barricade, signs and signal lights;

2. Ensure that any additional measures are taken deemed necessary by the Contract Manager for this purpose.

B. The Contractor shall maintain an accurate record of exposure data on all accidents; incidental to work performed under this contract resulting in data, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. The Contractor shall report this data in the manner prescribed by the Contract Manager.

C. The Contract Manager shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of work, shall be deemed sufficient notice of noncompliance and corrective action required. After receiving the notice, if the Contractor fails or refuses to take

corrective action, the City may demand the Contractor cease work until appropriate action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these conditions.

1.3.5 CONTRACTOR EMPLOYEES:

A. The Contractor shall provide to the Contract Manager the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

B. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

C. Contractors' employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

D. The Contractor shall remove from the site any individual whose continued presence is deemed by the Contract Manager to be contrary to the public interest.

E. No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or if an alien, his residence within the United States is legal.

F. The Contractor shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in the Federal Executive Order No:11246, as amended, including specifically the provisions of the equal opportunity clause.

G. The Contractor shall require each of its employees to wear uniforms with the Contractor's company name, proper shoes and other gear required. No advertisements or logos other than the Contractor's shall be on the employee's uniforms.

1.3.6 IDENTIFICATION OF CONTRACTOR VEHICLE

Each Contractor-provided vehicle shall display the Contractor's name so that it is clearly visible and shall, at all times, display a valid state license plate. Contractor vehicles shall be operated in accordance with SCDOT rules and are not to impede onto private property.

1.3.7 PERMITS

The Contractor shall, without additional expense to the City, obtain all appointments, licenses and permits required for the execution of the work. The Contractor shall comply with all applicable Federal, State and Local laws. Evidence of such permits and licenses shall be provided to the Contract Manager before work commences.

1.3.8 INSURANCE:

Within fifteen (15) days after the award of this contract or before commencement of this contract, The Contractor shall furnish the Contract Manager an insurance certificate

naming the City of Charleston for coverage and as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

1.	Comprehensive General Liability:	$600,000.00 per occurrence
2.		Automobile Liability: $100,000.00 per person, $600,000.00 per occurrence, $20,000.00 per occurrence for Property Damage
3.	Workers Compensation:	AS REQUIRED BY STATE AND FEDERAL WORKERS COMPENSATION STATUS.
4.	Employer's Liability Coverage:	$600,000.00 except in states where Worker's Compensation may not be written by private carrier.

5. Other as required by State Law

6. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contract Manager by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "INSURANCE" clause.

1.3.9 WORK OUTSIDE REGULATIONS

Except as may otherwise be authorized, all work shall be performed during regular working hours, which are defined as 7:00 a. m. to 7:00 p. m. If the Contractor desires to carry on work on Saturday, Sunday or holidays, he may submit an application to the Contract Manager for approval considerations at least three (3) days prior to scheduled work outside regular hours.

1.3.10 PERFORMANCE EVALUATION MEETINGS

The Contractor's representative shall meet with the City Contract Manager bi-weekly during the first month of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contract Manager. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings will be prepared by the City and shall be signed by the Contractor's representative and the City representative.

Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contract Manager any areas of disagreement within five *(5)* working days.

1.3.11 BI-WEEKLY REPORTS

The Contractor shall provide written bi-weekly reports of work completed. The report shall include information on what crew was onsite what day and for how long. This will assist City of Charleston Contract Manager in documenting completed work and tracking any deficiencies. The report may be a checklist from crew leader; a copy of the report form shall be submitted to the City of Charleston Parks Department for review.

PART 2 INSPECTIONS AND ACCEPTANCE

2.1 ACCEPTANCE

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by a designated City representative.

Contractor is encouraged to establish a routine schedule for each location (i.e. Thursday of the specified week) to facilitate inspections and acceptance. The Contract Manager may determine that regular reporting by the Contractor is necessary.

2.2 SCHEDULE OF DEDUCTIONS

The "Unit Price Bid Form / Schedule of Deductions" shall be submitted as part of the Contractor's proposal. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the schedule must be amended within ten (10) days of the date of the modification. Prices shown in the "Unit Price Bid Form / Schedule of Deductions" will be utilized in conjunction with the CONSEQUENCE OF CONTRACTOR FAILURE TO PERFORM REQUIRED SERVICES clause (2.3) in making deductions to the contract price for non-performed or unsatisfactorily work.

2.3 CONSEQUENCE OF CONTRACTOR FAILURE TO PERFORM REQUIRED SERVICES

A. The Contractor will be held to the full performance of the contract. The City will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.

1. A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may be taken from the Contractor's invoice.

2. The City reserves all rights for partially completed work as set forth below:

B. The City will give the Contractor written notice of deficiencies by copies of the Inspector's Reports or otherwise prior to assessing liquidated damages or deducting for non-performed or unsatisfactory work. Therefore:

1. In the case of non-performed work, the City:

a. Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to (b) below and satisfactorily completes the work;

b. May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Contract Manager, but in no event longer than twenty-four (24) hours in the case of all other services, of the

notice to the Contractor of such non-performance, at no additional cost to the City; or

c. May, at its option, perform the services by City personnel or other means.

2. In the case of unsatisfactory work, the City:

a. Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices set out in the Schedule or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform pursuant to (b) below and satisfactorily completes the work;

b. May at its option, afford the Contractor the opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Contract Manager, within twenty-four (24) hours in the case of all other services, of the notice to the Contractor of such unsatisfactory performance, at no additional cost to the City; or

c. May at its option, perform the services by City personnel or other means.

2.4 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK

In accordance with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK", deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the City, estimating methods may be used. Engineering Performance Standards (EPS), Means Cost Data or other estimating sources may be utilized to estimate the cost of non-performed work or the costs which would be incurred in remedying unsatisfactory work. The City may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, City estimates of the Contractor's overhead and profit rates and City estimates of material costs if applicable.

PART 3 THE SCHEDULE

3.1 LOCATIONS

The maintenance service area runs approximately 2 miles from Quinby Marsh Lane to Jack Primus Road. Contractor shall be responsible for visiting each site prior to submitting a bid. For the purposes of this contract, the contract area extends from the back of the northern curb to the back of the southern curb (including the median).

3.2 PERFORMANCE PERIOD OF CONTRACT

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

3.3 PERFORMANCE/PRE-CONSTRUCTION CONFERENCE

Prior to commencing work, the Contractor shall meet in conference with the Contract Manager at a time to be determined by the Contract Manager, to discuss and develop mutual understanding relative to scheduling and administering work. The Contractor shall submit a current insurance certificate to the Contract Manager at the pre-performance conference.

3.4 CHANGE ORDERS

Change Orders may be issued orally by the Contract Manager in emergency circumstances. Oral modifications will be confirmed by issuance of a written modification within two (2) working days from the time of the oral communication modifying the order.

3.5 INVOICES/SUBMITTALS

A. An invoice is a written request for payment under the contract for supplies delivered and for services rendered. In order to be proper, an invoice must include as applicable the following:

1. Invoice date;
2. Name of Contractor,
3. Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment;
4. Name (where practical) title, phone number and mailing address of person to be notified in event of a defective invoice; and
5. Description of supplies or services, quantity (contract unit of measure) and unit price, and extended total;
6. Any other information or documentation required or other provisions of the contract (such as evidence of shipment).
7. Invoices shall be prepared and submitted in a quadruplicate (one copy shall be marked "Original") unless otherwise specified.
8. INVOICES ARE TO BE SUBMITTED TO THE CONTRACT MANAGER FOR REVIEW AND APPROVAL.

3.6 INVOICING INSTRUCTIONS

Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of a proper invoice and any required Contractor submittals, invoices will be processed for payment. Invoice instructions for indefinite quantity portion shall be indicated on each individual delivery order.

3.7 MODIFICATION BIDS - PRICE BREAKDOWN

The Contractor, in connection with any bid he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contract Manager. Unless otherwise directed, the breakdown shall be of sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for Subcontractors shall be supported by a similar price breakdown.

In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contract Manager.

PART FOUR EVALUATION FACTORS FOR AWARD

4.1 NON MANDATORY PRE-BID MEETING

A Pre-Bid Meeting will be held to introduce the Contractor to the general conditions and specifications of the contract. This meeting is non-mandatory and due to COVID-19 distancing requirements, the meeting will be held through a virtual meeting place. Please see bid advertisement for meeting details.

4.2 BASIS FOR AWARD

The award of contract will be based on (1) the lowest total price, (2) the most responsive qualified bidder, (3) bidder questionnaire, and (4) feedback received from reference checks.

Bids are solicited on a Unit Base. Failure to submit unit pricing bids for all items and quantities listed in any geographic section or lots shall be cause for rejection of the bid for that section.

END OF SPECIFICATIONS

BIDDER QUESTIONNAIRE

Contact Information

Firm Name: _____
(as it appears on license)

**If Contractor is "doing business as" (DBA) under a fictitious name, provide a statement indicating a valid business name.

Contact Person No. 1: _____

Title: _____

Phone: _____

Address: _____

Email: _____

Contact Person No. 2: _____

Title: _____

Phone: _____

Address: _____

Email: _____

Essential Requirements for Qualification

Please provide the following information. Failure to provide requested information may result in bid rejection.

1. Please provide a valid City of Charleston business license number.

   _____

2. Please provide a valid SC Commercial Chemical/Pesticide Applicator, Category III Pesticide Applicator license number.

   _____

3. Please provide at least one of the following; a Certified Nursery Professional, a Horticulturalist, or National Association of Landscape Professionals – Landscape Industry Certified Horticultural Technician.

   _____

4. Please provide at least one of the following; ISA Certified Arborist or ISA Certified Arborist with Tree Risk Assessment Qualification.

   _____

5. Has Contractor's license been revoked at any time in the last five (5) years?

6. Has a surety firm completed a contract on Contractor's behalf or paid for completion because Contractor was in default on any project within the last five (5) years?

7. In the past five (5) years, has Contractor been assessed and paid liquidated damages after completion of a project under a maintenance and/or repair contract with either a public or private owner? If yes, explain on a separate piece of paper.

8. In the past five (5) years, has Contractor been denied the ability to bid on any maintenance contract? If yes, explain on separate piece of paper.

9. In the past five (5) years, has any project owner filed any claim regarding a dispute of $50,000 or more against Contractor or Contractor filed any claim regarding a dispute of $50,000 or more against a project owner concerning its work on a maintenance project in court or arbitration? If so, please provide a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. Has SC or Federal OSHA cited and assessed penalties against Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?
    If so, please explain the grounds for the finding.

Recent Landscape / Garage Maintenance Projects and References

A. Similar Projects for Other Entities

On a separate page, Contractor must provide information about its five (5) most recently completed or current landscape / garage maintenance projects not for the City. Names and

references must be current and verifiable. Use separate signed pages that contain all of the following information:

1. Project name
2. Location
3. Owner entity
4. Owner's contact information: name, current phone number and current email
5. Name of Job Superintendent that performed the work on this job
6. Description of landscape maintenance including scope of work
7. Original contract amount for maintenance
8. Final amount paid for all maintenance
9. Dates of contract term
10. What was the schedule for services (e.g., mowing once every other week)? Was the project on schedule and completed on time?
11. Over the course of the contract term, did Contractor ever not perform services in a timely manner as required by the schedule of services? What were the circumstances of services not being performed if this is the case?
12. How many times did Owner or anyone else get complaints during the term regarding quality of the work, and what was the substance of each complaint?

B. Contractor's Technical and Management Plans for Performing Required Services
On a separate page, Contractor shall provide information on the following items:

1. Description of Contractor facilities and equipment.
2. A firm profile with total number of employees, equipment list, and number of employees that will be assigned to this contract.
3. List all other maintenance work (including surrounding counties and municipalities) presently under contract.

Employee Certifications

On a separate page, please list all qualifications of employees who will serve this maintenance contract in a superintendent, project manager, and crew leader position. Please provide any certification, license, or registration numbers for any of the following:

Please also indicate if Contractor or any of its employees have any of the following current certifications:

- SC Certified Nursery Professional, Horticulturalist, and/or National Association of Landscape Professionals – Landscape Industry Certified Horticultural Technician
- Certified Lawn Care Manager, or Certified Lawn Care Technician
- Certified SC Commercial Chemical/Pesticide Applicator, Category III Pesticide Applicator
- ISA Certified Arborist, ISA Certified Arborist with Tree Risk Assessment Qualification
- OSHA Training
- Any other training or certifications relative to the work expected of this contract.

CERTIFICATION

I, the undersigned, certify and declare that I have read all the answers and supplemental materials in this Bidder Questionnaire, and I know its contents. I certify under penalty of perjury that I have provided complete and truthful information to the City regarding all information requested in this Bidder Questionnaire. I understand that any misrepresentations or material omissions within this Bidder Questionnaire will be grounds for not prequalifying the Contractor, withdrawing any prior prequalification, or not awarding the contract to Contractor. Additionally, any misrepresentations or material omissions within this Bidder Questionnaire are considered breaches of the Project's contract (should the Contractor be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City of Charleston and its employees, representatives and agents to contact references of Contractor and/or its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and/or request information from other clients for whom Contractor and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims Contractor and its Owners, employees, representatives and agents may have against the City, its employees, representatives and agents, as well as any client or its employees, representatives and agents providing feedback or the mentioned records regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

I am executing this Bidder Questionnaire on behalf of Contractor. I warrant and represent that: 1) I am listed in the Contractors State License Board's records for Contractor; 2) I have the authority to execute this Bidder Questionnaire on behalf of Contractor; 3) I have the authority to bind Contractor to the answers provided in this Bidder Questionnaire; and 4) if any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

Date: _____ Company Name: _____

Contractor's Name: _____

Contractor's Title: _____

2020 CLEMENTS FERRY ROAD PHASE 1 GATEWAY GROUNDS MAINTENANCE OF PUBLIC SPACES

UNIT PRICE FORM / SCHEDULE OF DEDUCTIONS

Grand Total must match Lump Sum entered on "CONTRACT".

Unit prices provided shall apply for entire contract period, and may be used to increase or decrease scope of work, as well as for the "Schedule of Deductions" referenced in Part 2 of the specifications.

ITEM	UNIT PRICE		FREQUENCY PER YEAR		TOTAL
CLEMENTS FERRY ROAD - PHASE 1					
CLEMENTS FERRY ROAD					
Trash Collection & Removal	_____	x	26	=	$ -
Sidewalk & Gutter Cleaning	_____	x	26	=	$ -
Trimming	_____	x	3	=	$ -
Mulch Beds (400 CY - PB)	_____	x	1	=	$ -
Traffic Control For Mulching	_____	x	1	=	$ -
Weed Control	_____	x	26	=	$ -
Ant Treatment	_____	x	1	=	$ -
Irrigation Maintenance	_____	x	1	=	$ -
Pest Management	_____	x	1	=	$ -

CLEMENTS FERRY ROAD PH 1 GATEWAY MAINTENANCE TOTAL **$ -**

NON-DEFINED MAINTENANCE RESPOSIBILITY

Crew (1 Foreman/3 Labor @ 4 Hr. Min)	_____	x	10	=	$ -

This non-defined labor shall be for additional maintenance work not associated with the basic services required of this contract and therefore shall not be considered part of the grand total of this contract. Any such work effort will be accomplished with a minimum of four (4) hours an assumes the work of a 4-person crew per effort.

Company name: _____

Address: _____

_____

Telephone: _____

Fax: _____

Authorized representative: _____

Signature / Date: _____

Signature / Date: _____

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City 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 Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

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. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, 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 City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, 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 City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston 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 City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

3m.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds **DEPT.** Police Department

SUBJECT: ABANDONED VESSELS AND MARINE DEBRIS REMOVAL SERVICES

REQUEST: Approval to establish a contract for Abandoned Vessels and Marine Debris Removal Services with Salmons Dredging Corp., PO Box 42 Charleston, SC 29402. Solicitation #20-P016R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Chief of Police	☒	☐	Luther Reynolds	☐
Procurement Director	☒	☐	Gary Cyr	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 900000 Account #: 52206

Balance in Account $ Amount needed for this item $150,000

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Mark Dodson, Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT: This is a not-to-exceed contract of $150,000 for the contract term. The 2020 Budget has $60,000 budgeted for these services and uses of the contract will be limited to future budgeted appropriations

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Abandoned Vessels RFP
May 21, 2020
Solicitation #: 20-P016R

Firm	Scores of Scorers			Total Score
Cape Romain Contractors	52	75	85	212
CrowderGulf	67	58	65	190
Salmon's Dredging	99	92	95	286

Buyer — Date: 5/21/2020

Witness — Date: 5/21/20

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND SALMONS DREDGING CORPORATION FOR ABANDONED VESSELS AND MARINE DEBRIS REMOVAL SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Salmons Dredging Corporation (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Abandoned Vessels and Marine Debris Removal Services in accordance with Solicitation #20-P016R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-P016R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal
Exhibit E: Contractor's Cost Proposal

1. The Contractor will be responsible for removing the identified marine vessels and associated debris in an environmentally safe manner, and disposing of the vessels and debris in approved landfills, and where necessary, restoring the removal sites to original contours and conditions. In the event of rutting, compaction, or negative impact, site remediation shall be performed to the satisfaction of SCDHEC-OCRM and the City.

2. All of the non-serviceable abandoned boats shall be destroyed and shall not be transferred to anyone or made serviceable. All of the abandoned boats, which are serviceable may be sold by the City, as is, and after public notice, to the highest bidder with list of the ones sold sent to SCDHEC-OCRM and to DNR.

3. The Contractor is required to designate an On Scene Coordinator (OSC) who will have the ability to coordinate the resources of manpower, equipment, and materials, and to supervise the control, containment, clean-up, and disposal of vessels and/or marine debris in accordance with an established and approved hazardous substances contingency plan which the Contractor shall prepare.

4. The OSC will liaise with the City's point of contact and DHEC's point of contact on a weekly basis so the City and DHEC can monitor progress and also be aware of any problem or unforeseen situation which may occur. Minutes of the meeting will be kept by the Point of Contact.

5. The Contractor must have written permission to access private property.

6. The Contractor shall provide a photographic record of the removal and restoration operations in the various stages of development and implementation, as outlined in Exhibit F. The Contractor shall include narrative with the photographic record for the City's designated Point of Contact. The written report from the Contractor will be submitted to the City no later than twenty days after the removals are completed.

7. Records with respect to all matters covered by this Contract shall be retained by the Contractor for 6 years after the end of the Contract period, and shall be available for audit and inspection at any time such audit is deemed necessary by the City. If an audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings.

8. The Contractor and all employees shall have the proper identification and proper lighting on all work vessels and barges.

9. The Contractor will also be responsible for notifying the U.S. Coast Guard of its hazardous response plan.

10. The Contractor will be required to submit a detailed removal plan. The plan shall define the methods and timeframe for each step of the removal process with specific attention to the method of safeguarding the river, creeks, channel, and marshland. The plan shall include, but not be limited to, means of notification, removal, and disposal of hazardous materials, if any. The method and means for notification, containment, and removal of any potential spills must also be part of the submittal. The Spill Prevention Plan must also be approved by the U.S. Coast Guard, Charleston station, and DHEC-EQC.

11. The City's along with a representative from SCDHEC-OCRM will conduct a final inspection of the various sites to ensure the removal and cleanup has been performed as outlined in this contract.

12. The Contractor shall participate in the media demonstration project involving the City of Charleston Police, Post and Courier Newspaper, and SCDHEC OCRM as arranged by the Charleston Police Department. This event will be held at a time and place satisfactory to all parties. The removal process will be observed and recorded by the press and the public. It is important therefore, that the Contractor's schedule be coordinated with the involved parties in order for the media event to take place as scheduled.

13. The Contractor shall provide to the City the following: 1) Provide dates when all necessary equipment will be at a site; and 2) Provide dates when a significant removal will take place.

14. Any unforeseen issues shall be negotiated with the City of Charleston's Procurement Director prior to any action being taken.

15. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B, Exhibit D, Exhibit E and Exhibit F as approved by the City in fulfilling its obligations as set forth in this Agreement. The City also reserves the right to request any additional goods and/or services as it relates to this solicitation if the need arises and is in the best interest of the City. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

16. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B, Exhibit D, Exhibit E and Exhibit F as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

17. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.

18. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

19. The Contractor agrees to send any and all reports of services performed by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402,

and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement 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, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors 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 or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor 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 bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	Salmons Dredging Corp.
John J. Tecklenburg	Richard W. Salmons, Jr.
Mayor	President
PO Box 304	PO Box 42
Charleston, SC 29402	Charleston, SC 29402

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-

contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. 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 SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that 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 the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South

Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____	_____ John J. Tecklenburg Mayor
Date: _____	Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____ Name	_____ Richard W. Salmons, Jr. President
Date: _____	Date: _____

_____
Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P016R	**Proposals will be received until:** April 8, 2020 @ 12:00pm
Proposal Title: Abandoned Vessels and Marine Debris Removal Services	
Mailing Date: March 12, 2020	**Direct Inquiries to:** Robin B. Robinson / Chenette Singleton
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for **Abandoned Vessels and Marine Debris Removal Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation. ****There is the possibility that funds for these services may be funded by a grant or grants.***

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson or Chenette Singleton no later than 1:00pm on March 25, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov or Chenette Singleton, singletonc@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City 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.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal 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 shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

    A) 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 or a contract or subcontract, or to any solicitation or proposal therefore.

    B) 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.

17. OFFEROR REPRESENTATIONS

    Each Offeror by submitting a Proposal represents that:

    A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

    B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

    C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

    D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

    E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s),

which must be submitted within five (5) calendar days after 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 certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful 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 or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement 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, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor

shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City 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(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and

all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

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

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) 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 the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or

termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents

related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. 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 the Governments 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 the fault or negligence of the contractor. If the failure to perform is caused by the 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.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a 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.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER
The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 20-P016R	**Proposals will be received until:** April 8, 2020 @ 12:00pm
Proposal Title: Abandoned Vessels and Marine Debris Removal Services	
Mailing Date: March 12, 2020	**Direct Inquiries to:** Robin B. Robinson / Chenette Singleton
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** 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: _____

_____

_____

Proposal Number: 20-P016R	**Proposals will be received until:** April 8, 2020 @ 12:00pm
Proposal Title: Abandoned Vessels and Marine Debris Removal Services	
Mailing Date: March 12, 2020	**Direct Inquiries to:** Robin B. Robinson / Chenette Singleton

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City 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 Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

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. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

   Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

   The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

   (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, 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 City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, 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 City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston 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 City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

□ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

□ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

□ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	
Witness	

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***

o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

o 5. Attended any pre-solicitation meetings scheduled by the City.

o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***

o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.

o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) _____ ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

GENERAL INFORMATION

The City of Charleston is soliciting priced proposals from interested companies to furnish all labor, material and equipment necessary to remove and dispose of City identified vessels through its Abandoned Vessel and Marine Debris Removal and Disposal Program. Removal and Disposal of abandoned vessels shall be completed in an environmentally safe manner and in accordance with the law.

PROCUREMENT PROCESS

The RFP ***(Request for Proposal)*** is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson or Chenette Singleton, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on March 25, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are

considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt *(April 8, 2020 @ 12:00pm)* of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and four (4) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall

be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All bid packages should be clearly marked **"20-P016R Abandoned Vessels"** and **submitted in a sealed envelope.**
b) Technical and Price proposals should be submitted together; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal.
c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on April 8, 2020 at 12:00pm. Late proposals will not be accepted for any reason.**
e) **No more than one bid may be submitted by any Vendor**.
f) The bid must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the bid.
h) Offerors should submit proposals in the following format:

1. **Transmittal Letter**: Proposal should include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of "why" the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

2. **Detailed Proposal**: The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Pumper Trucks to the City in conformity with the requirements of this RFP.

   Offerors should address all the points outlined in the Criteria Factors.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- Experience with removing, towing, storing, and/or disposing of abandoned vessels
- Quality of service and adherence to specifications
- Past Performance
- Company's History/Stability
- References
- Financial Stability
- Cost

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

Scope of Services

The City is seeking a contractor with the ability and experience of Abandoned Vessel and Marine Debris Removal. Any and all removals of vessels and/or debris will be done when funding is available whether through City budget, and/or awarded grants.

SPECIFICATIONS

1. The Awarded Contractor shall be responsible for removing any identified abandoned vessels in an environmentally safe manner and disposing of the vessels and debris in an approved manner or landfill. Any abandoned boat, shall be destroyed and disposed of in an approved manner or at a landfill.

2. The Awarded Contractor and all employees shall have proper identification and proper lighting on all work vessels and barges.

3. The Awarded Contractor will be required to designate an On Site Coordinator (OSC) who will be responsible for the coordination of manpower, equipment, and materials; to supervise the control of containment.

The Awarded Contractor will be required to designate an On Site Coordinator (OSC) who will be responsible for the coordination of manpower, equipment, and materials; to supervise the control of containment, clean-up, and disposal of vessels and/or marine debris in accordance with an established, submitted, and approved hazardous substances contingency plan.

The Awarded Contractor will also be responsible for notifying the U.S. Coast Guard of its hazardous response plan.

The OSC shall liaise with the City's Project Manager on a weekly basis so the City can monitor progress and also be aware of any problem or unforeseen situation which may occur. Minutes of the meeting will be kept by the City's Project Manager.

The Offeror shall submit a detailed removal plan. The plan shall define the methods and timeframe for each step of the removal process with specific attention to the method of safeguarding the river, creeks, channel, and marshland. The plan shall include, but not be limited to, means of notification, removal, and disposal of hazardous materials, if any. The method and means for notification, containment, and removal of any potential spills must also be part of the submittal. The City's Project Manager will conduct a final inspection of the site to ensure the removal and cleanup had been performed as outlined in the contract.

The Awarded Contractor shall provide a high resolution, (maximum setting 3.0 Mega Pixels camera or better), photographic record of the removal and restoration operation in the various stages of development and implementation. The Awarded Contractor will include narrative with the photographic record for the City's Project Manager.

Location could be any location within the City of Charleston.

The Awarded Contractor shall provide the following: 1) Dates when all necessary equipment will be at the site; and 2) Dates when a significant removal will take place.

Offeror shall submit prior experience in the removal and disposal of marine vessels.

The unit price for each boat removal shall include all labor, materials, overhead, profit, insurance, taxes, fees, etc., to cover the finished product. Any additional vessels identified for removal will be priced similarly to those currently identified.

Offeror shall have the ability to tow and store vessels at the request of The City of Charleston. Offeror shall have the ability to store towed vessels for a period of 90 days or more (pending litigation).

The Awarded Contractor shall provide total weight of debris and/or vessels removed and disposed of to include any materials recycled. The Awarded Contractor shall provide information to the City's Project Manager within thirty (30) days of the removal.

The Offeror must have the ability and means to remove submerged vessels, semi-submerged vessels, and floating vessels of varying sizes.

Timeline

A contract between the City and Awarded Offeror will be signed after the committee has evaluated all proposals and has selected an Offeror. The removal of the abandoned vessels and marine debris shall be completed within a time period based on the needs and requirements for each vessel at the time of need. The written and photographic report from the Awarded Offeror will be submitted to the City no later than one (1) month after the removal is complete. Weekly updates will be held to monitor progress and unforeseen occurrences. Restoration and/or mitigation will be determined by the South Carolina Department of Natural Resources of the inter-tidal oyster reefs damaged during the watercraft removal process. Upon completion of the project, the City will visually inspect the sites to ascertain that the project was completed in accordance with the grant specifications. A photographic and final report will be prepared for the City. The final report must be submitted to the City on a Flash Drive or a Disk (CD).

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1

T: (843) 724-7314
F: (843) 720-3872

DATE: April 1, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P016R – Abandoned Vessels and Marine Debris Removal Services

---

This addendum #1 to the solicitation is being made for the following reasons:

The due date has been changed from April 8, 2020 at 12:00pm to April 30, 2020. The time due will not change; it will remain 12:00pm.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: April 2, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P016R – Abandoned Vessels and Marine Debris Removal Services

---

This addendum #2 to the solicitation is being made for the following reasons:

Q-1 **Is there a price proposal for this RFP?**

A-1 We ask that you provide is prices based on various sizes of vessels and various situations to include submerged.

Q-2 **Do you anticipate extending the bid due date?**

A-2 Yes. An addendum has been sent out with that information.

Q-3 **What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?**

A-3 The proposals will be evaluated by a selection committee. The committee may choose to make an award after the voting process or to shortlist and bring a few vendors in for a Q&A.

Q-4 **Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?**

A-4 It was not.

Q-5 **Other than your own website, where was this bid posted?**

A-5 We advertise in the Post & Courier, the Chronicle and on SCBO (South Carolina Business Opportunities).

Q-6 Is any current work to be performed?

A-6 Not at this time. When the need arises for the removal of vessel(s) the contractor will be notified.

Q-7 Can tipping/disposal fees be priced as a pass through cost at no mark up?

A-7 All cost for removal and disposal must be included in quote for each vessel selected for removal.

Q-8 Is this only waterways or waterbodies with the city limits?

A-8 Yes.

Q-9 There is no price schedule – we have a waterway price schedule to use and can submit that if the City doesn't have one to use.

A-9 See A-1

Q-10 Will the awarded contractor be required to remove abandoned vessels and marine debris following a disaster (i.e. a hurricane) or is this a contract for regular marine debris removal?

A-10 This contract will cover both.

Q-11 Will the City provide a pricing form?

A-11 See A-1

Q-12 What is the weight/importance of each evaluation criterion?

A-12 That has not been determined yet.

Q-13 Please explain how the pricing on one proposal will be evaluated against the pricing from another proposal.

A-13 Cost is only one factor of evaluating. Each proposal will be evaluated based on the information provided as well as how each vendor responds to the criteria mentioned in the RFP. Each factor, to include cost, will be weighed based on what is provided as well as in comparison to the other proposals.

Q-14 Are we required to submit only one copy of the price proposal?

A-14 It is preferred that only one copy be provided. It can be placed at the back of the original or in an envelope labeled "Cost".

Q-15 Are the boats/debris on land?

A-15 They may be in marsh areas, on water, or under water.

Q-16 Typically Professional Liability is not a coverage that is associated with Debris Removal Services. Can you please confirm this is a requirement?

A-16 Professional Liability insurance is not required for this project.

Q-17 I didn't see in the scope the number of vessels nor did I see the current locations and status of the vessels. Is that information available?

A-17 Currently there are no specific vessels to be removed.

Q-18 Is there a list of vessels that are currently slated to be removed? Past solicitations provided a list of vessels to be removed with description, location and pictures.

A-18 See A-17

Q-19 Is this solicitation an "on-call" type request? As vessels are identified, the contractor is to get the vessel on an "on-call" basis. Is that correct?

A-19 Yes. The contractor will receive a quote request at least 30 days in advance of requested removal date.

Q-20 Would you consider pushing back the due date based on the current COVID-19 crisis?

A-20 See A-2.

Q-21 Typically these items are included in the disaster recovery debris removal RFP that the City already has, so we would like to ask why the City is separating these items into a separate bid document?

A-21 We currently have a contract that expires this year. The abandoned vessels are handled only by the Police Department.

Q-22 The RFP states that there is a pricing sheet, but it was not included in the document.

A-22 See A-1.

Q-23 On page 32, it states: The Awarded Contractor shall provide total weight of debris and/or vessels removed and disposed of to include any materials recycled. The Awarded Contractor shall provide information to the City's Project Manager within thirty (30) days of the removal.

a. Vessels are typically collected by unit pricing and a size category for the vessels. An example would be: 0-20 ft., 21-30ft., 21-40ft., etc...
b. Debris is typically calculated by the cubic yard like your existing debris removal RFP.
c. Also, for these items to be reimbursed by FEMA, the tracking is typically done by using a monitoring company, so is the City going to have a 3rd party company monitor this work as they did after Hurricane Dorian's Debris Collection?

A-23
a. Our contract was originally established because we had vessels in the harbor that needed to be removed. We had the GPS coordinates, sizes, etc. We currently do not have that information because we don't have any vessels. As vessels come up and we have a contract in place, the awarded vendor will be notified when the City is ready.
b. The pricing will be calculated based size of the vessel and various other components.
c. These items will not be covered by FEMA. Previously, the City has received a grant from DHEC for the removal of vessels. The DHEC grant does not require monitoring.

Q-24 Which Contractor held the previous contract for these services?

A-24 Salmons Dredging has the current contract.

Q-25 The RFP references weighted evaluation criteria, but does not allocate points for each category. Is the City going to revise this and add points for each items?

A-25 The point values have not been determined yet. That will be decided before the committee votes on the proposals that come in.

Q-26 Due to limited space for temporary staging within the City; how will the City handle temporary staging sites for this material if they cannot be taken directly to a landfill.

A-26 3rd paragraph, page 32: *"Offeror shall have the ability to tow and store vessels at the request of The City of Charleston. Offeror shall have the ability to store towed vessels for a period of 90 days or more (pending litigation)."*

Q-27 Will the debris contractor have to make additional room for these items at their staging sites?

A-27 See A-26

Q-28 Page 28, COMPLETION OF RESPONSES - Typos?

a. Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.

A-28 This is a typo. It should state: *"Only information presented in the Proposal will be used to evaluate the Abandoned Vessels & Debris Removal Services that best fits the needs of the City."*

Q-29 Page 29, Typos?

a. 2. Detailed Proposal: The purpose of the detailed Proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Pumper Trucks to the City in conformity with the requirements of this RFP.

A-29 This is a typo. It should state: *"The purpose of the detailed Proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide the services requested by the City in conformity with the requirements of this RFP."*

Q-30 The Awarded Contractor shall be responsible for removing any identified abandoned vessels in an environmentally safe manner and disposing of the vessels and debris in an approved manner or landfill. Any abandoned boat shall be destroyed and disposed of in an approved manner or at a landfill.

a. Does the landfill currently have the capacity in place to dispose of the abandoned or derelict vessels, or will the Contractor have to find additional facilities for disposal?

A-30 It is the responsibility of the Contractor to find an adequate disposal facility.

Q-31 Will the City assist with title transfers for the abandoned or derelict vessels for disposal?

A-31 The Police Department will handle all title transfers.

Q-32 Offeror shall have the ability to tow and store vessels at the request of the City of Charleston. Offeror shall have the ability to store towed vessels for a period of 90 days or more (pending litigation).

a. **Please confirm if the City has a DMS location available to store vessels 90 days or more, or is the Contractor responsible for leasing land to accommodate the long-term storage of vessels?**

A-32 It is the Contractor's responsibility to be able to accommodate the requirements of this RFP.

Q-33 **The Awarded Contractor shall provide total weight of debris and/or vessels removed and disposed of to include any materials recycled. The Awarded Contractor shall provide information to the City's Project Manager within thirty (30) days of the removal.**

a. **Will the Contractor be responsible for including temporary scales at the DMS location?**
b. **As addressed in Question #4, some vessels may require storage 90 days or more prior to disposal at the landfill, delaying the 30-day window to report total weight of debris/vessel and recyclable material to the City.**

A-33 a. Any device used to measure weight of debris material removed is the responsibility of the contractor.

b. In limited cases that may require storage of a vessel, the city project manager can delay the 30-day window for reporting total weight.

Q-34 **The Awarded Contractor shall provide a high resolution, (maximum setting 3.0 Mega Pixels camera or better), photographic record of the removal and restoration operation in the various stages of development and implementation. The Awarded Contractor will include narrative with the photographic record for the City's Project Manager.**

a. **Will this be part of the monitor's function?**

A-34 This RFP is not like the Storm Debris Removal contract. It is not FEMA funded and does not require monitors. This will be the responsibility of the Awarded Contractor.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #3

T: (843) 724-7314
F: (843) 720-3872

DATE: April 1, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P016R – Abandoned Vessels and Marine Debris Removal Services

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This addendum #3 to the solicitation is being made for the following reasons:

The due date has been changed from April 30, 2020 at 12:00pm to May 13, 2020. The time due will not change; it will remain 12:00pm.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City 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 Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

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. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, 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 City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, 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 City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston 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 City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

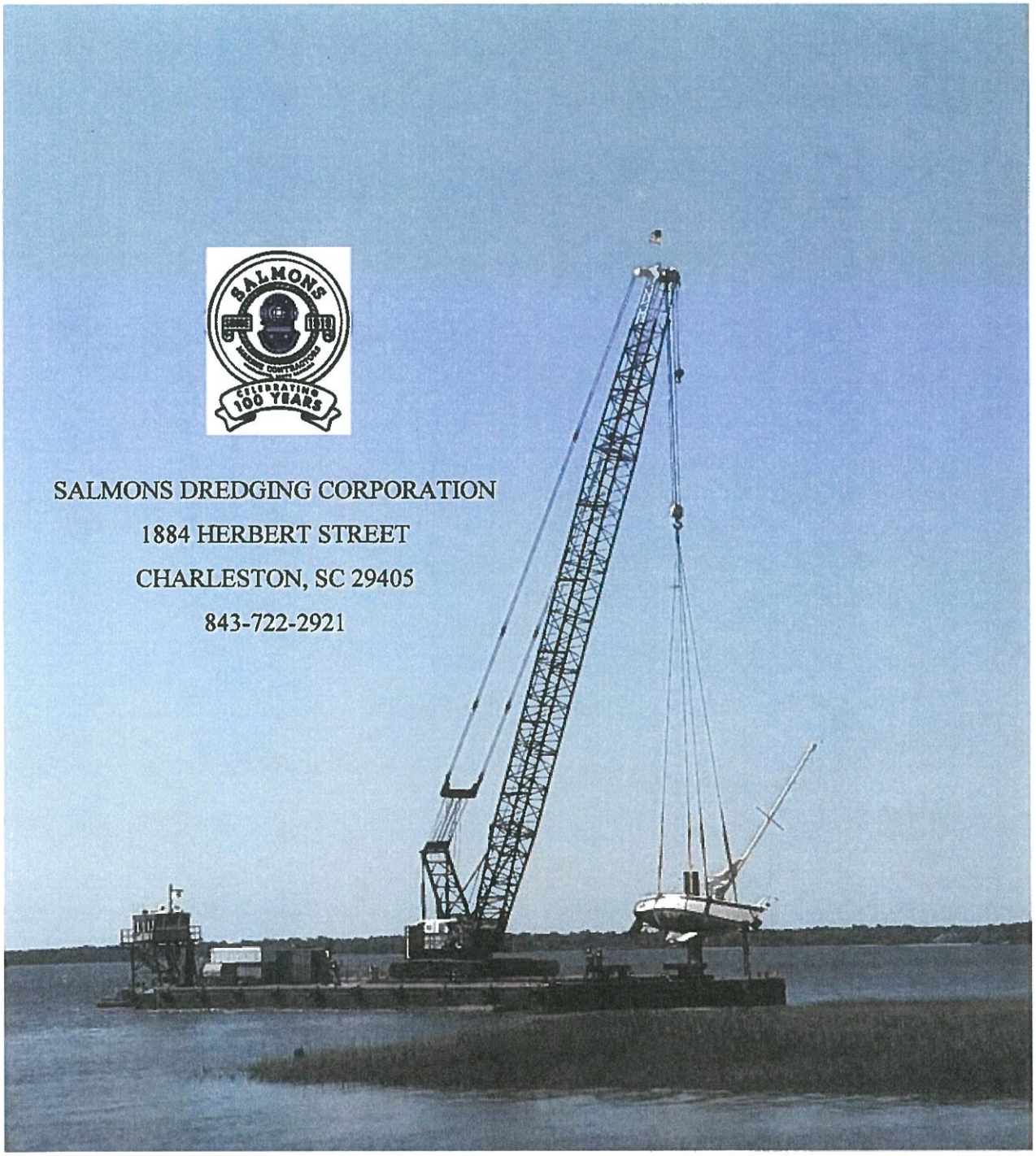
City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

CITY OF CHARLESTON
PROCUREMENT DIVISION

PROPOSAL NO. 20-P016R

ABANDONED VESSELS AND MARINE DEBRIS REMOVAL SERVICES



SALMONS DREDGING CORPORATION
1884 HERBERT STREET
CHARLESTON, SC 29405
843-722-2921

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P016R	**Proposals will be received until:** April 8, 2020 @ 12:00pm
Proposal Title: Abandoned Vessels and Marine Debris Removal Services	
Mailing Date: March 12, 2020	**Direct Inquiries to:** Robin B. Robinson / Chenette Singleton
Vendor Name: Salmons Dredging Corp.	**FEIN/SS#:** 57-0405903
Vendor Address: 1884 Herbert St.	
City – State – Zip: Charleston, SC 29405	
Telephone Number: 843 722-2921	**Fax Number:** 843-723-4630
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: [signature]	**Title:** Bus. Development
Date: 5/13/2020	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for **Abandoned Vessels and Marine Debris Removal Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation. ****There is the possibility that funds for these services may be funded by a grant or grants.***

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

Proposal Number: 20-P016R	**Proposals will be received until:** April 8, 2020 @ 12:00pm
Proposal Title: Abandoned Vessels and Marine Debris Removal Services	
Mailing Date: March 12, 2020	**Direct Inquiries to:** Robin B. Robinson / Chenette Singleton

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Salmons Dredging Corp.	J C Hamilton Jr
Company Name As registered with the IRS	Authorized Signature
P.O. Box 42	Jack C. Hamilton Jr.
Correspondence Address	Printed Name
Charleston, SC 29402	Bus. Development
City, State, Zip	Title
jackh@salmonsdredging.com	843-722-2921
Email	Telephone Number/Toll Free Also (If Available)
1884 Herbert St.	843-723-4630
Remittance Address	Fax Number
Charleston, SC. 29405	5/13/2020
City, State, Zip	Date
57-0405903	1438173
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☒ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☒ **Affidavit C** – ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Salmons Dredging Corp.

Signature: [signature] Date: 5/13/2020

Print Name: Jack C. Harrelson, Jr. Title: Bus. Development

Witness: [signature]

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of Salmons Dredging Corp.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the 20-P016R-Abandoned Vessels & Marine Debris Removal Services (Name of Project) contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 5/13/2020 Name of Authorized Officer (Print/Type): Jack C. Hamelsmith Jr.

Signature: J C Hamelsmith Jr.

Title: Bus. Development

Sworn to before me this 13 day of MAY, 2020
Notary Public for the State of South Carolina
My Commission Expires: 1/12/2025
Print Name: April Barrineau
Phone Number: 8437222921
Address: P.O. Box 42
Chas SC 29402

Notary Seal:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #3

T: (843) 724-7314
F: (843) 720-3872

DATE: April 1, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P016R – Abandoned Vessels and Marine Debris Removal Services

This addendum #3 to the solicitation is being made for the following reasons:

The due date has been changed from April 30, 2020 at 12:00pm to May 13, 2020. The time due will not change; it will remain 12:00pm.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

Date 5/13/2020

Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: April 2, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P016R – Abandoned Vessels and Marine Debris Removal Services

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This addendum #2 to the solicitation is being made for the following reasons:

Q-1 Is there a price proposal for this RFP?

A-1 We ask that you provide is prices based on various sizes of vessels and various situations to include submerged.

Q-2 Do you anticipate extending the bid due date?

A-2 Yes. An addendum has been sent out with that information.

Q-3 What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

A-3 The proposals will be evaluated by a selection committee. The committee may choose to make an award after the voting process or to shortlist and bring a few vendors in for a Q&A.

Q-4 Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?

A-4 It was not.

Q-5 Other than your own website, where was this bid posted?

A-5 We advertise in the Post & Courier, the Chronicle and on SCBO (South Carolina Business Opportunities).

Q-6 Is any current work to be performed?

A-6 Not at this time. When the need arises for the removal of vessel(s) the contractor will be notified.

Q-7 Can tipping/disposal fees be priced as a pass through cost at no mark up?

A-7 All cost for removal and disposal must be included in quote for each vessel selected for removal.

Q-8 Is this only waterways or waterbodies with the city limits?

A-8 Yes.

Q-9 There is no price schedule – we have a waterway price schedule to use and can submit that if the City doesn't have one to use.

A-9 See A-1

Q-10 Will the awarded contractor be required to remove abandoned vessels and marine debris following a disaster (i.e. a hurricane) or is this a contract for regular marine debris removal?

A-10 This contract will cover both.

Q-11 Will the City provide a pricing form?

A-11 See A-1

Q-12 What is the weight/importance of each evaluation criterion?

A-12 That has not been determined yet.

Q-13 Please explain how the pricing on one proposal will be evaluated against the pricing from another proposal.

A-13 Cost is only one factor of evaluating. Each proposal will be evaluated based on the information provided as well as how each vendor responds to the criteria mentioned in the RFP. Each factor, to include cost, will be weighed based on what is provided as well as in comparison to the other proposals.

Q-14 Are we required to submit only one copy of the price proposal?

A-14 It is preferred that only one copy be provided. It can be placed at the back of the original or in an envelope labeled "Cost".

Q-15 Are the boats/debris on land?

A-15 They may be in marsh areas, on water, or under water.

Q-16 Typically Professional Liability is not a coverage that is associated with Debris Removal Services. Can you please confirm this is a requirement?

A-16 Professional Liability insurance is not required for this project.

Q-17 I didn't see in the scope the number of vessels nor did I see the current locations and status of the vessels. Is that information available?

A-17 Currently there are no specific vessels to be removed.

Q-18 Is there a list of vessels that are currently slated to be removed? Past solicitations provided a list of vessels to be removed with description, location and pictures.

A-18 See A-17

Q-19 Is this solicitation an "on-call" type request? As vessels are identified, the contractor is to get the vessel on an "on-call" basis. Is that correct?

A-19 Yes. The contractor will receive a quote request at least 30 days in advance of requested removal date.

Q-20 Would you consider pushing back the due date based on the current COVID-19 crisis?

A-20 See A-2.

Q-21 Typically these items are included in the disaster recovery debris removal RFP that the City already has, so we would like to ask why the City is separating these items into a separate bid document?

A-21 We currently have a contract that expires this year. The abandoned vessels are handled only by the Police Department.

Q-22 The RFP states that there is a pricing sheet, but it was not included in the document.

A-22 See A-1.

Q-23 On page 32, it states: The Awarded Contractor shall provide total weight of debris and/or vessels removed and disposed of to include any materials recycled. The Awarded Contractor shall provide information to the City's Project Manager within thirty (30) days of the removal.

a. **Vessels are typically collected by unit pricing and a size category for the vessels. An example would be: 0-20 ft., 21-30ft., 21-40ft., etc...**
b. **Debris is typically calculated by the cubic yard like your existing debris removal RFP.**
c. **Also, for these items to be reimbursed by FEMA, the tracking is typically done by using a monitoring company, so is the City going to have a 3rd party company monitor this work as they did after Hurricane Dorian's Debris Collection?**

A-23
a. Our contract was originally established because we had vessels in the harbor that needed to be removed. We had the GPS coordinates, sizes, etc. We currently do not have that information because we don't have any vessels. As vessels come up and we have a contract in place, the awarded vendor will be notified when the City is ready.
b. The pricing will be calculated based size of the vessel and various other components.
c. These items will not be covered by FEMA. Previously, the City has received a grant from DHEC for the removal of vessels. The DHEC grant does not require monitoring.

Q-24 Which Contractor held the previous contract for these services?

A-24 Salmons Dredging has the current contract.

Q-25 The RFP references weighted evaluation criteria, but does not allocate points for each category. Is the City going to revise this and add points for each items?

A-25 The point values have not been determined yet. That will be decided before the committee votes on the proposals that come in.

Q-26 Due to limited space for temporary staging within the City; how will the City handle temporary staging sites for this material if they cannot be taken directly to a landfill.

A-26 3rd paragraph, page 32: *"Offeror shall have the ability to tow and store vessels at the request of The City of Charleston. Offeror shall have the ability to store towed vessels for a period of 90 days or more (pending litigation)."*

Q-27 Will the debris contractor have to make additional room for these items at their staging sites?

A-27 See A-26

Q-28 Page 28, COMPLETION OF RESPONSES - Typos?

a. **Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.**

A-28 This is a typo. It should state: *"Only information presented in the Proposal will be used to evaluate the Abandoned Vessels & Debris Removal Services that best fits the needs of the City."*

Q-29 Page 29, Typos?

a. **2. Detailed Proposal: The purpose of the detailed Proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Pumper Trucks to the City in conformity with the requirements of this RFP.**

A-29 This is a typo. It should state: *"The purpose of the detailed Proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide the services requested by the City in conformity with the requirements of this RFP."*

Q-30 The Awarded Contractor shall be responsible for removing any identified abandoned vessels in an environmentally safe manner and disposing of the vessels and debris in an approved manner or landfill. Any abandoned boat shall be destroyed and disposed of in an approved manner or at a landfill.

a. **Does the landfill currently have the capacity in place to dispose of the abandoned or derelict vessels, or will the Contractor have to find additional facilities for disposal?**

A-30 It is the responsibility of the Contractor to find an adequate disposal facility.

Q-31 Will the City assist with title transfers for the abandoned or derelict vessels for disposal?

A-31 The Police Department will handle all title transfers.

Q-32 Offeror shall have the ability to tow and store vessels at the request of the City of Charleston. Offeror shall have the ability to store towed vessels for a period of 90 days or more (pending litigation).

a. **Please confirm if the City has a DMS location available to store vessels 90 days or more, or is the Contractor responsible for leasing land to accommodate the long-term storage of vessels?**

A-32 It is the Contractor's responsibility to be able to accommodate the requirements of this RFP.

Q-33 The Awarded Contractor shall provide total weight of debris and/or vessels removed and disposed of to include any materials recycled. The Awarded Contractor shall provide information to the City's Project Manager within thirty (30) days of the removal.

a. Will the Contractor be responsible for including temporary scales at the DMS location?

b. As addressed in Question #4, some vessels may require storage 90 days or more prior to disposal at the landfill, delaying the 30-day window to report total weight of debris/vessel and recyclable material to the City.

A-33 a. Any device used to measure weight of debris material removed is the responsibility of the contractor.

b. In limited cases that may require storage of a vessel, the city project manager can delay the 30-day window for reporting total weight.

Q-34 The Awarded Contractor shall provide a high resolution, (maximum setting 3.0 Mega Pixels camera or better), photographic record of the removal and restoration operation in the various stages of development and implementation. The Awarded Contractor will include narrative with the photographic record for the City's Project Manager.

a. Will this be part of the monitor's function?

A-34 This RFP is not like the Storm Debris Removal contract. It is not FEMA funded and does not require monitors. This will be the responsibility of the Awarded Contractor.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

5/13/2020
Date

Salmons Dredging Corp.
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1

T: (843) 724-7314
F: (843) 720-3872

DATE: April 1, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P016R – Abandoned Vessels and Marine Debris Removal Services

This addendum #1 to the solicitation is being made for the following reasons:

The due date has been changed from April 8, 2020 at 12:00pm to April 30, 2020. The time due will not change; it will remain 12:00pm.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

5/13/2020
Date

Salmons Dredging Corp.
Company Name

SALMONS

SALMONS DREDGING CORPORATION

Marine Contractors Since 1919

Post Office Box 42
Charleston, SC 29402
Tel: (843) 722-2921
Fax: (843) 723-4630
www.salmonsdredging.com

May 13, 2020

City of Charleston Procurement Division
75 Calhoun Street
Charleston, SC 29401

Attn: Robin B. Robinson or Chenette Singleton

Re: Proposal No. 20-P016R – Abandoned Vessel and Marine Debris Removal Services

Subject: Transmittal Letter

Salmons Dredging Corporation herein confirms that it has reviewed and understands the requirements of the above referenced solicitation.

Salmons Dredging Corporation is a 100-year-old Heavy Marine Construction, Commercial Diving, and Marine Services firm headquartered in Charleston, SC.

Salmons is licensed as a General Contractor by the South Carolina Department of Labor and Licensing, with classifications in Bridge (BR5), Water Lines (WL5) and Marine (MR5), Unlimited.

Salmons expertly trained personnel consistently provide quality marine services to our clients in the industrial, commercial, transportation, government, utility, municipal, private and service sectors in the southern United States.

Salmons equipment includes floating crane rigs sized from 100-ton through 225-ton, material and supply barges, ramp barges, tug boats, high speed launch and dive boat platforms, pile driving equipment, shallow water and Nitrox diving packages, salvage gear, etc...., all homeported and deployed from Salmons Terminal located on Shipyard Creek.

Salmons has successfully performed underwater marine salvage, wreck removal, abandoned vessel recovery/removal, marine debris removal, transportation of vessels and debris to Salmons Terminal on Shipyard Creek for storage or disposal. Our previous marine salvage clients include: City of Charleston, City of Folly Beach, SCDHEC, US Navy, US Coast Guard, US

Army Corp of Engineers, private vessel owners, insurance companies, marine surveyors, shipyards, marine terminals, SCDOT, SC State Ports Authority, and many other marine entities.

Salmons reputation is founded on quality and dedication to our core values; **Integrity, Respect, Customer Service, Loyalty, Pride and Ownership,** which help us meet and exceed our customer's expectations while staying true to ourselves.

Salmons commitment to safety is second to none. Simply said, we put safety first 24/7 and we never cut corners! Our EMR is currently 0.76, our OSHA 300-A Logs report "0" reportable accidents or illnesses for the past eight years and we have received "Perfect Record Awards" for *Zero Claims* from Signal Mutual Indemnity beginning in 2011 and continuing through today, 2020.

Salmons believes that we are the most qualified marine contractor in the City of Charleston. The extensive experience Salmons has attained over the past 100 years, sustained by our expert skill-sets in marine construction, commercial diving, underwater salvage, and diverse marine services, are all directly reflected in our "Previous Work Experience / History" (copies attached). Included, is a specific breakdown of our "Previous Work Experience / History" by and between Salmons and the City of Charleston, detailed over the past six years. It included work related to marine construction, marine services, commercial diving and abandoned vessel removal and disposal. As you can see, Salmons has recovered/removed approximately 40 vessels from local waters. Our commercial dive teams have been involved with numerous other marine salvage projects directly supporting the efforts of others.

We invite you to review the full complement of supporting documents that we have enclosed to assist you with your award decision. They include:

- Pre-qualification Proposal No. 20-P016R
- Salmons experience with removing, transporting, storing and disposing of abandoned or salvaged vessels.
    - Previous Work Experience / History – Marine Services, Removal & Disposal of Abandoned or Sunken Vessels.
    - Photos of Previously Removed Vessels
- Insurance Certificate, EMR and Safety Record Documentation.
- Six Year Previous Work Experience with the City of Charleston
- List of Major Work from Land, Barges, or Diving Platforms
    - Heavy Marine Construction – Piers, Wharfs, Bridges, Fenders
    - Heavy Marine Construction – Docking Facilities, Marinas, Gangways
    - Commercial Diving Water & Wastewater, Intakes, Pipelines, Outfalls, Power Plants, Industrial Facilities
- Salmons Corporate History – About Salmons Dredging
- Salmons List of Services
- Salmons Functional Organization Chart
- General Contractors License
- Association of Diving Contractors International Membership Certificate
- Salmons 24 Hours Contact Information

- Salmons List of Equipment
- Salmons List of References
- Salmons General Information Trade References, Bank References, Bonding References

Cost information has not been included in this submittal since costs are specific to each individual vessel that is desired to be removed, transported, stored or disposed.

Cost information is based on multiple factors: size and length of vessel, vessel construction, vessel condition, weight of vessel, location - sunk/underwater, in marsh, broken up and scattered in marsh, on bank, or on bottom, environmental condition, logistical hazards, equipment or reach restrictions, etc....

Cost information will be generated and provided to the City's point of contact once a vessel has been identified for removal, and a site visit has been made to determine the logistics of recovery / removal, transportation, storage or disposal.

Storage fees will be established on a daily rate basis, for all vessels that are required to be stored for any length of time, starting with the first day of arrival at Salmons Terminal.

We sincerely appreciate the opportunity to provide the City of Charleston with our pre-qualification proposal. We consider the City of Charleston a valued customer and respectfully ask for your consideration of award of this solicitation.

Best regards,
Salmons Dredging Corporation

Jack C. Harrelson, Jr.
Business Development

Confidential Trade Secrets
"Do Not Circulate"

Salmons Dredging Corporation
Previous Work Experience

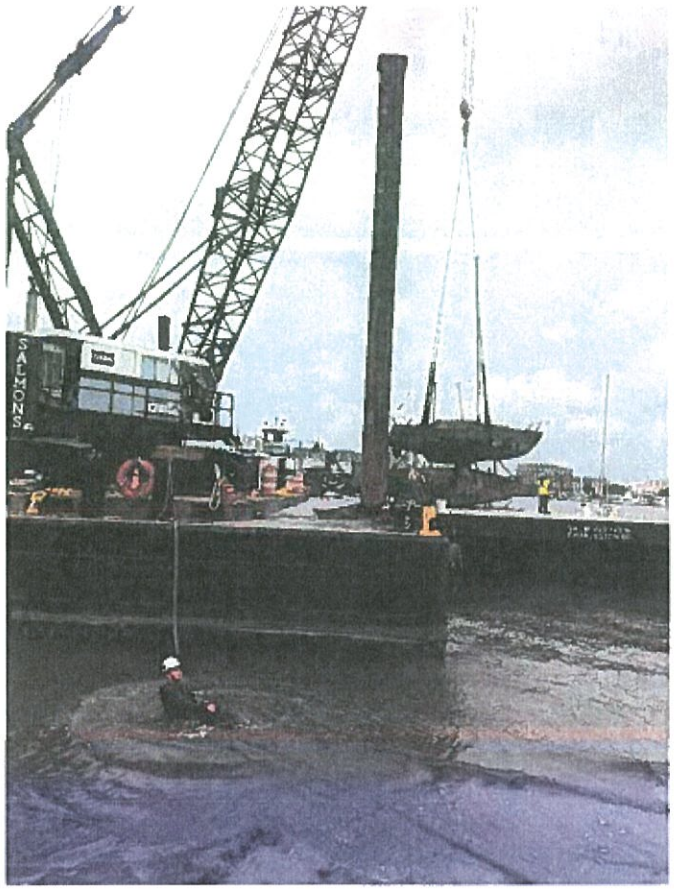
Updated: May 13, 2020

Marine Services - Removal & Disposal of Adandoned or Sunken Vessels

Prime	Sub	Location	Project Description	Client	Contact	Month / Year
x		Charleston, SC	Removed, Transported and Disposed of Vessel "GOODWOOD" from the Wando River	City of Charleston	Sergeant Chris Morrell	Dec-19
x		Charleston, SC	Removed, Transported, and Disposed of (5) Vessels From the Waters of the Ashley River and Adjacent Marshes	City of Charleston	Sergeant Chris Morrell	Jun-19
x		Charleston, SC	Removed, Transported and Disposed of Abandoned Vessel "Sanity" From the Marsh Near Waterfront Park, Charleston Harbor.	City of Charleston	Sergeant Chris Morrell	May-19
	x	Geoergetown, SC	Performed Dive Survey, Assisted Fuel Removal and Rigged for Salvage, 44' Trawler Yacht TRU BLU	International Marine Underwriters	James Lucas Marine Surveyor	Apr-19
	x	Charleston, SC	Performed Dive Survey, Dive Team Rigged for Salvage, 26' Pushboat	Southern Dredging Co.	Jenkins Montgomery / Stevens	Apr-19
	x	Charleston, SC	Salvaged, Transported, Stored and Disposed of Sunken 48' Egg Harbor Motor Yacht	Boat US	Steve Little	Dec-18
x		Sullivans Island, SC	Salvaged, Transported, Stored and Disposed of Sunken 52' Hatteras Convertible Sports Fishing Vessel	State Farm Insurance	Kate Jette	Jul-17
x		Charleston, SC	Salvaged, Transported, Stored and Loaded-out 32' Carver 320 Vouager Sedan	American Reliable Insurance	Tyson Headlee	Jun-17
x		Charleston, SC	Salvaged, Transported, Stored and Disposed of Damaged Royal Caribbean - Life Boat #5	Royal Caribbean Cruise Line	Intercruise Shoreside & Port	Jan-17
x		Charleston, SC	Removed, Transported, Stored and Disposed of Two (2) Abandoned Vessels From the Stono River	City of Charleston	Robin Barrett-Robinson	May-June 2016
x		Charleston, SC	Removed, Transported and Disposed of Ten (10) Abandoned Vessels From the Ashley River	City of Charleston	Robin Barrett-Robinson	Aug-Sept 2015

Salmons Dredging Corporation
Previous Work Experience

	x	Charleston, SC	Off-loaded Sunken Vessel from Salvage Company's Crane Barge. Stored and Disposed of Same.	US Army Corps of Engineers	David Warren	Dec-Mar 2012
x		Folly Beach	Removed, Transported and Disposed of Nine (9) Abandoned Vessels From the Folly River	City of Folly Beach	Toni-Conner Rooks	Apr-09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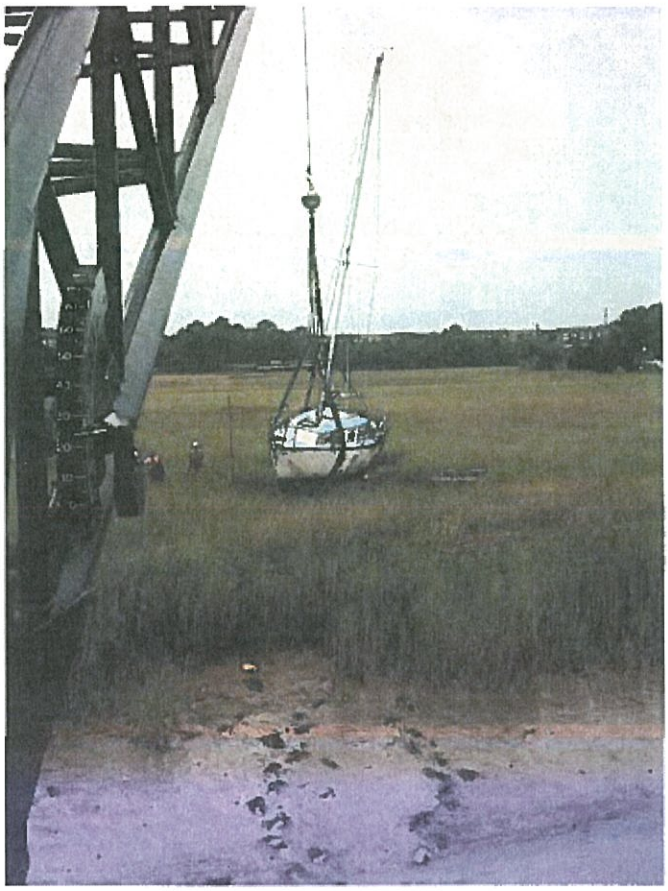

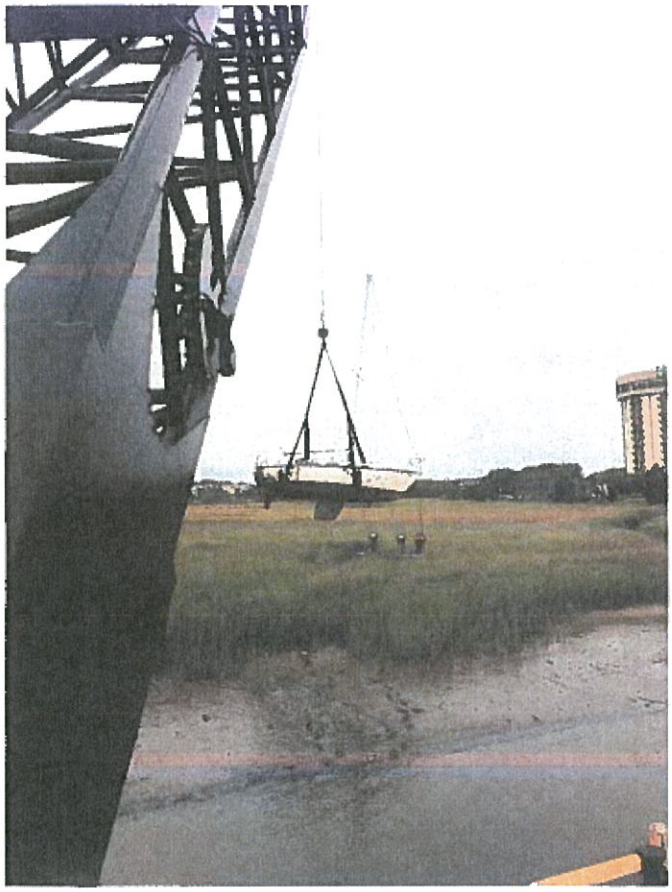

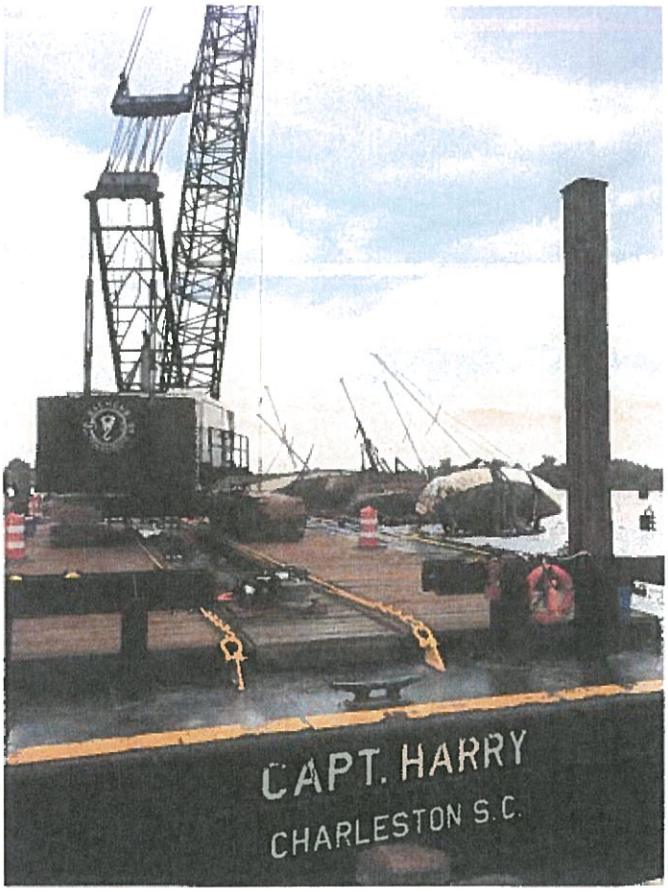
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CHARLESTON S.C.

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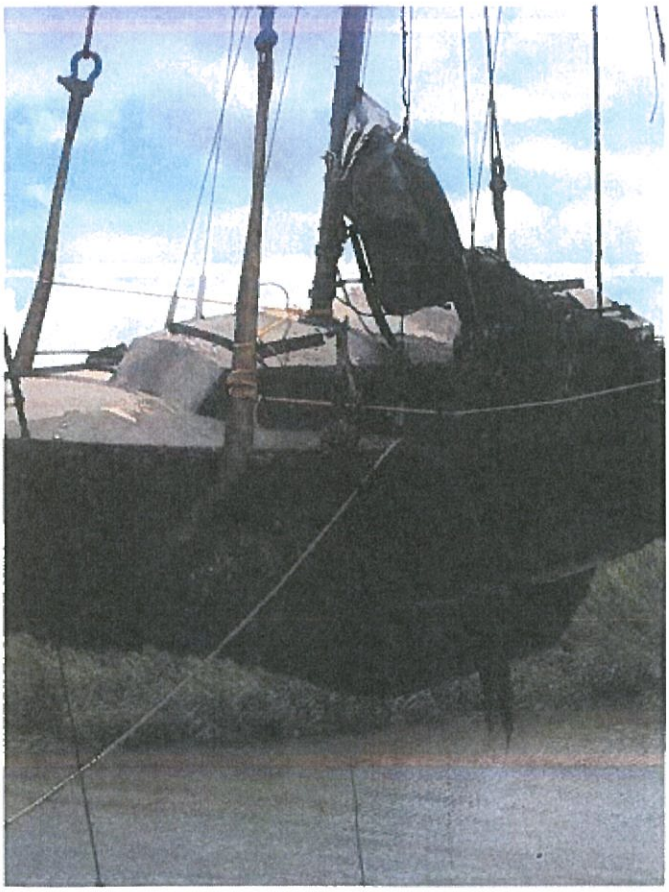

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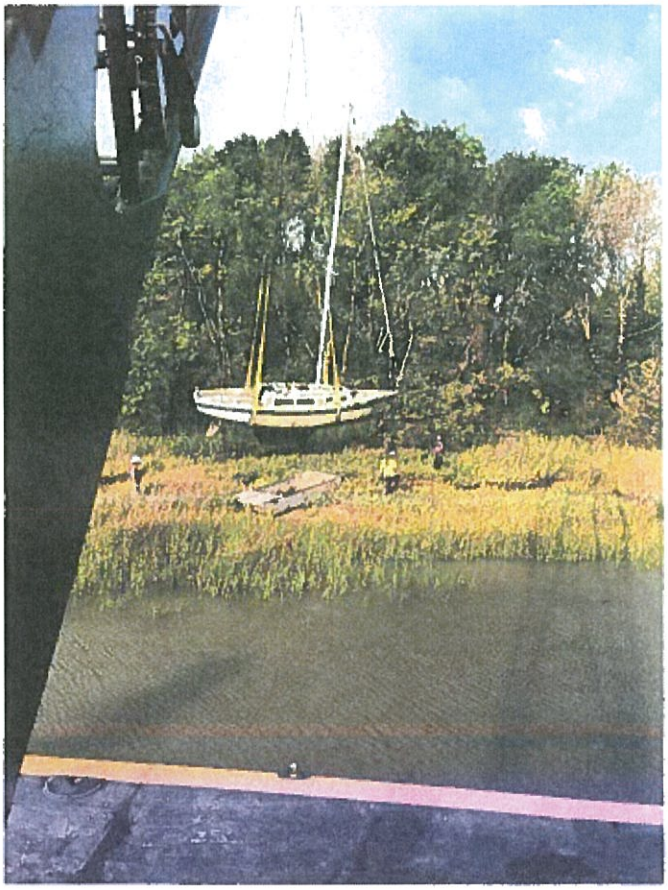
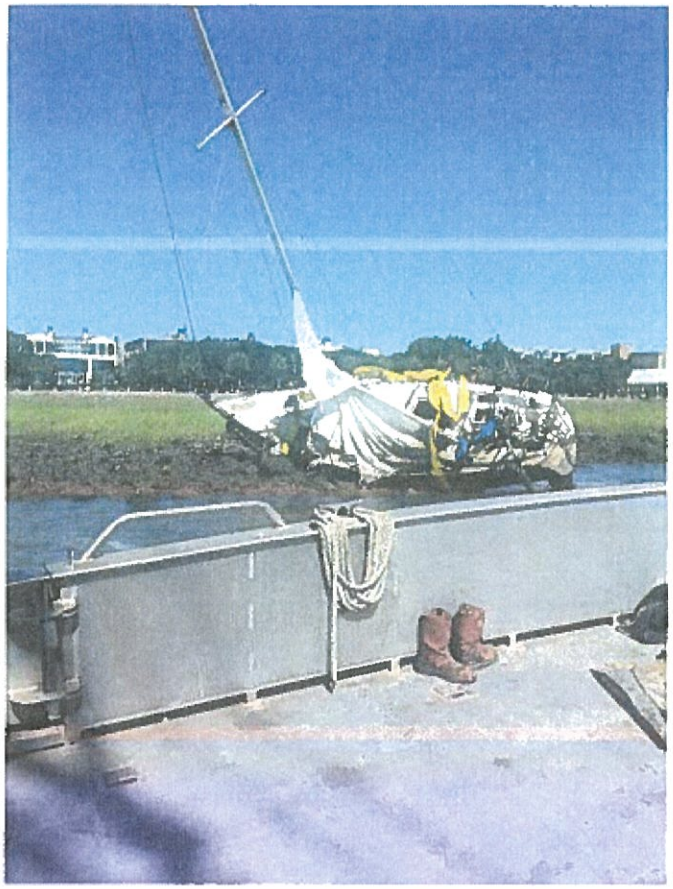
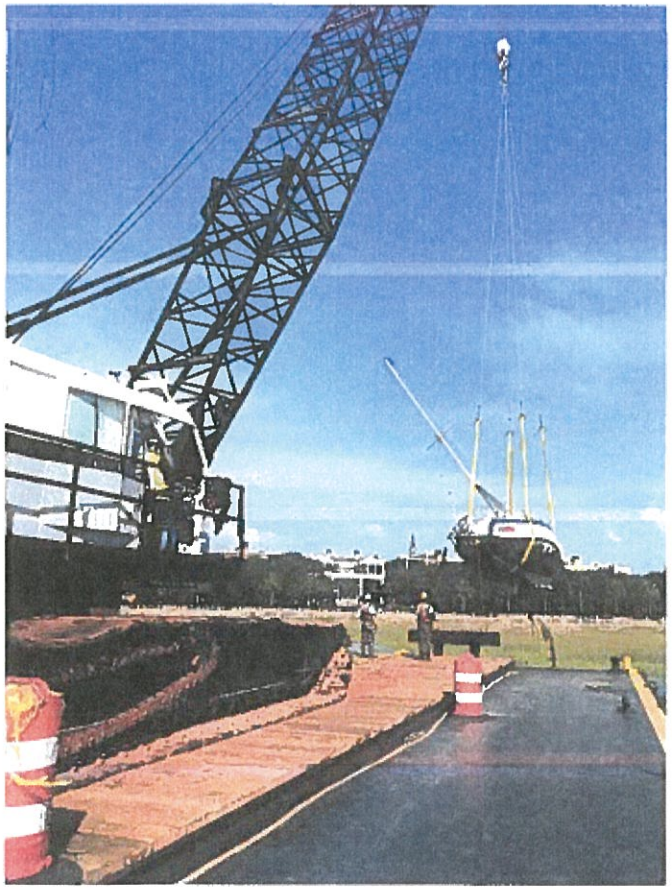
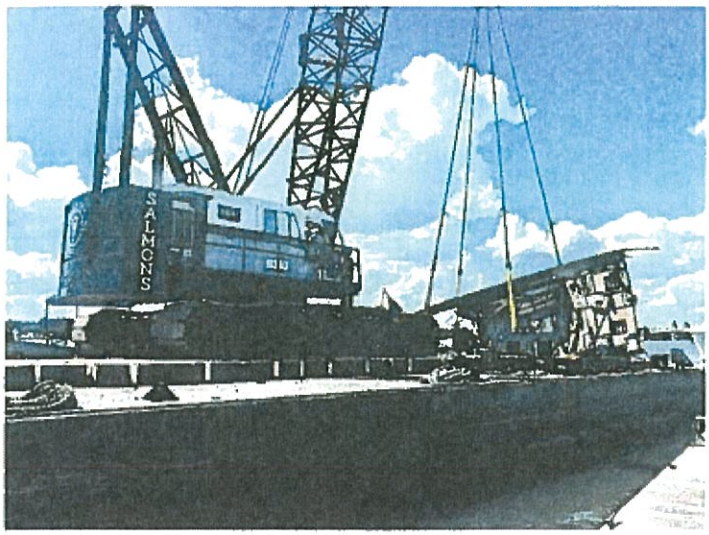
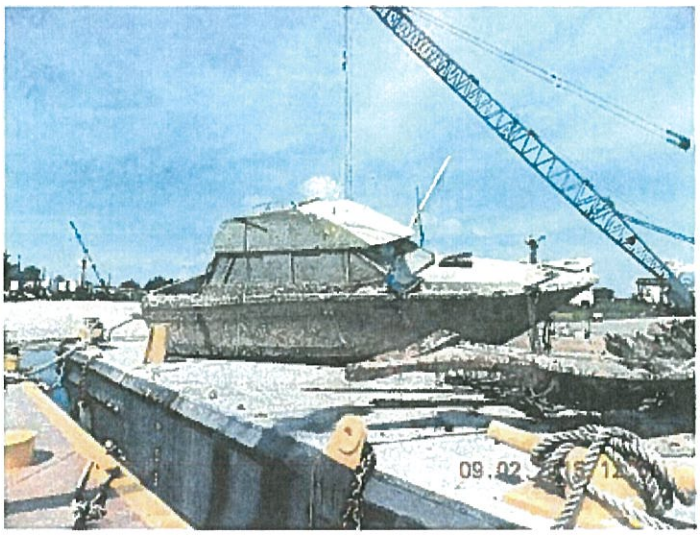







SALMONS



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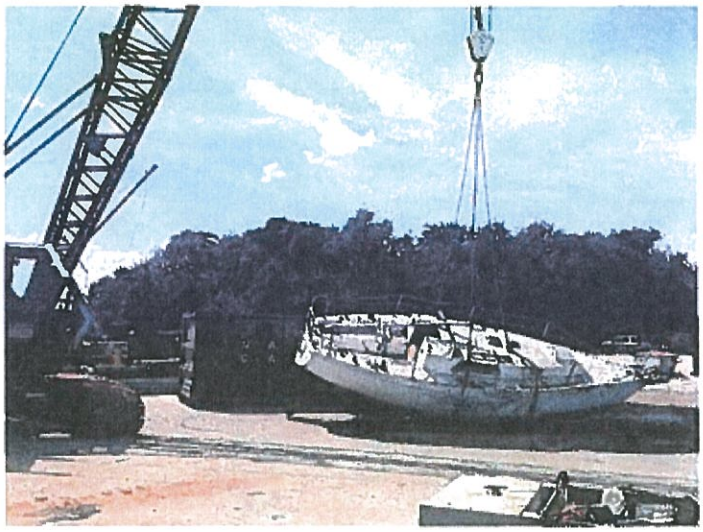
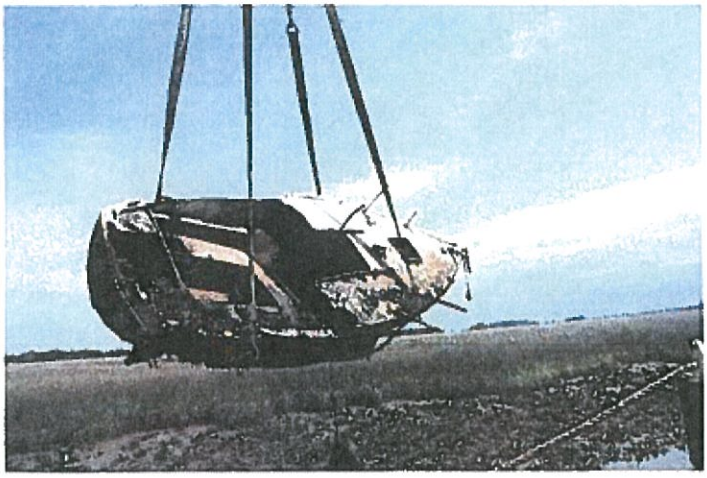
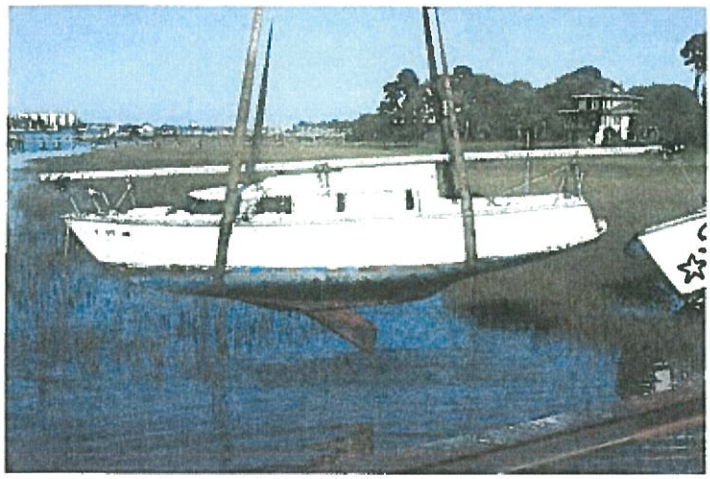
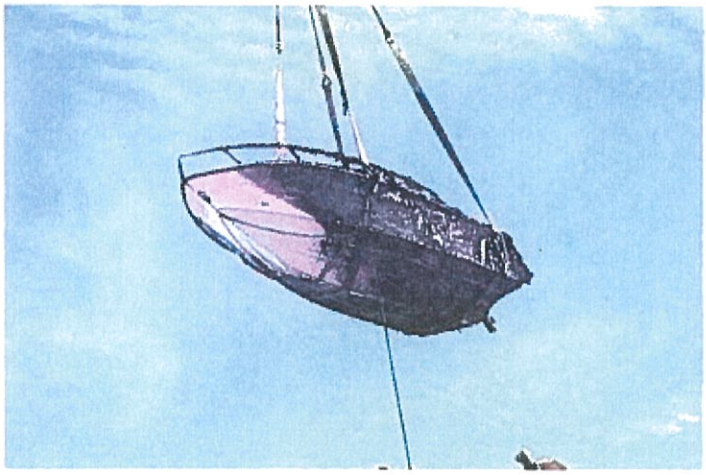
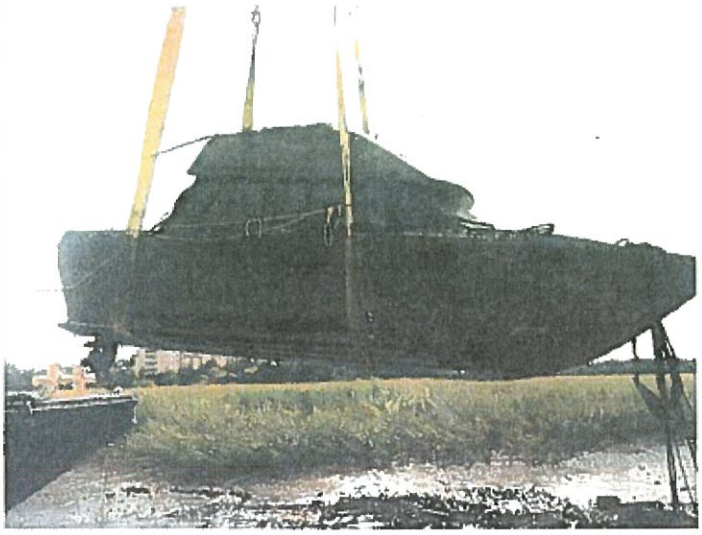






S.S. MINNOW





09.02.2015 17:05

City of Folly Beach

P. O. Box 48
Folly Beach, South Carolina 29439
Telephone 843-588-2447 (Ext. 8)

Wednesday, June 03, 2009

Mr. Keith Simmons
Mr. John McDougal
Salmons Dredging Corporation
P. O. Box 42
Charleston, SC 29402

Dear Keith and John:

This is a letter we have wanted to write for a long time and unfortunately are just getting around to it. We have been in the middle of the budget process for FY09-10 and time has gotten away from us. However, we want to make sure that "kudos" are given when deserved and feel very strongly that Salmons Dredging deserves to receive them from the City of Folly Beach.

The City of Folly Beach's experience with Salmons Dredging during our recent boat removal project has been phenomenal. First and foremost, we have never worked with a company more professional than Salmons; this extends to every member of your crew who worked on this project. The individuals assigned to do this job were not only professional and displayed expertise in every phase of the operation, but they did it while projecting a personal interest and caring about the manner in which it was done. The project was done quickly without compromising quality. The City was also informed about each and every phase of the project from start to finish which is a benefit when working with an involved public. It was obvious, from beginning to end, that the "pursuit of excellence" seemed to be the crew's mission because it was met without exception.

Please make sure each individual who worked on the City of Folly Beach boat removal project is given a copy of this letter and extend them our gratitude for a job well done.

With kindest regards, we are

Sincerely,

Carl B. Beckmann, Jr.
Mayor

Toni W. Connor-Rooks
City Administrator

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Brennan & Company
102 East Liberty Street
Suite 303
Savannah GA 31401

CONTACT NAME: Austin Denney
PHONE (A/C, No, Ext): (912) 650-3980 FAX (A/C, No): (912) 650-3981
E-MAIL ADDRESS: adenney@bac-ins com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Insurance Company	35289
INSURER B:	National Fire Insurance Company of Hartford	20478
INSURER C:	Endurance American Insurance Company	10641
INSURER D:	Navigators Insurance Company	42307
INSURER E:	Ascot Insurance Company	23752
INSURER F:	National Casualty Co / Signal Mutual Indemnity Assn	11991

INSURED

Salmons Dredging Corporation, et al
P.O. Box 42
Charleston SC 29402

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Ship Repairer's Liability ✓ Terminal Operator's Liability GEN'L AGGREGATE LIMIT APPLIES PER ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ML 9780147	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6050027481	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
CDE	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $			OMX10007270304 (lead)	10/01/2019	10/01/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCSIG35016101 / 24200	10/01/2019	10/01/2020	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Includes USL&H $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Hull and Protection & Indemnity (P&I)			H 0877334	10/01/2019	10/01/2020	Hull Limit: P&I Limit (CSL):	Agreed Value $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: General Liability and Auto Liability; the City of Charleston, its officials, employees and volunteers are Additional Insureds as respects operations performed by or on behalf of the Named Insured but only to the extent required by written contract. Any additional insured status that extends to the Certificate Holder will apply on a primary and non-contributory basis when required by written contract. Re: Workers' Compensation; Subrogation is waived in favor of the City of Charleston, its officials employees and volunteers but only to the extent required by written contract.

CERTIFICATE HOLDER

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston SC 29401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BRENNAN
& COMPANY

September 18, 2019

Mr. Jack C. Harrelson, Jr.
Salmons Dredging Corporation, et al
P.O. Box 42
Charleston, SC 29402

Via email: jackh@salmonsdredging.com

Re: Salmons Dredging Corporation
Experience Modification Rate ("EMR")
Effective: October 1, 2019

Dear Jack:

The Salmons Dredging Corporation Experience Modification Rate ("EMR") effective October 1, 2019 is **0.76**. A copy of the Workers' Compensation Rating worksheet produced by the National Council on Compensation Insurance ("NCCI") which evidences the EMR is attached for ready reference.

As a reminder, an EMR of 1.00 is considered to be the industry average. Any EMR less than 1.00 reflects favorable loss experience as compared to the industry average.

Please contact me with any questions you may have regarding Salmons Dredging Corporation's current or historical EMRs.

Best regards,

Austin K. Denney, ARM
Vice President

Attachment

BRENNAN
& COMPANY

September 24, 2018

Mr. Jack C. Harrelson, Jr.
Salmons Dredging Corporation, et al
P.O. Box 42
Charleston, SC 29402

Via email: jackh@salmonsdredging.com

Re: Salmons Dredging Corporation
Experience Modification Rate ("EMR")
Effective: October 1, 2018

Dear Jack:

The Salmons Dredging Corporation Experience Modification Rate ("EMR") effective October 1, 2018 is **0.76**. A copy of the Workers' Compensation Rating worksheet produced by the National Council on Compensation Insurance ("NCCI") which evidences the EMR is attached for ready reference.

Please contact me with any questions you may have regarding Salmons Dredging Corporation's current or historical EMRs.

Best regards,

Austin K. Denney, ARM
Vice President

Attachment

BRENNAN
& COMPANY

September 5, 2017

Mr. Jack C. Harrelson, Jr.
Salmons Dredging Corporation, et al
P.O. Box 42
Charleston, SC 29402

Via email: jackh@salmonsdredging.com

Re: Salmons Dredging Corporation
Experience Modification Rate ("EMR")
Effective: October 1, 2017

Dear Jack:

The Salmons Dredging Corporation Experience Modification Rate ("EMR") effective October 1, 2017 is 0.72. A copy of the Workers' Compensation Rating worksheet produced by the National Council on Compensation Insurance ("NCCI") evidencing the EMR is attached for ready reference.

Please contact me with any questions you may have regarding Salmons Dredging Corporation's current or historical EMRs.

Best regards,

Austin K. Denney, ARM
Vice President

SIGNAL MUTUAL INDEMNITY

SALMONS DREDGING CORPORATION

THIS CERTIFICATE IS AWARDED FOR THEIR OUTSTANDING ACHIEVEMENTS:

PERFECT RECORD AWARD

ZERO CLAIMS FOR THE

2017-2018 MEMBERSHIP YEAR

SIGNAL

PRESENTED ON

JULY 16, 2019

Charles Taylor

Rich Lubert

Rich Lubert, SVP, Safety & Member Performance
Signal Administration, Inc.

Arrive Home Alive

SIGNAL MUTUAL INDEMNITY

SALMONS DREDGING CORPORATION

THIS CERTIFICATE IS AWARDED FOR THEIR OUTSTANDING ACHIEVEMENTS:

PERFECT RECORD AWARD

ZERO CLAIMS FOR THE

2016-2017 MEMBERSHIP YEAR

SIGNAL®

PRESENTED ON

APRIL 25, 2018

Charles Taylor

Gunther Hoock

Gunther Hoock, Vice President Safety Resources
Signal Administration, Inc.

Arrive Home Alive

SIGNAL MUTUAL INDEMNITY

SALMONS

DREDGING CORPORATION

THIS CERTIFICATE IS AWARDED FOR THEIR OUTSTANDING ACHIEVEMENTS:

PERFECT RECORD AWARD

ZERO CLAIMS FOR THE

2015-2016 MEMBERSHIP YEAR

SIGNAL

PRESENTED ON

MAY 1, 2017

Charles Taylor

Gunther Hoock

Gunther Hoock, Vice President Safety Resources
Signal Administration, Inc.

Arrive Home Alive

SIGNAL MUTUAL INDEMNITY

SALMONS DREDGING

PERFECT RECORD AWARD

THIS CERTIFICATE IS AWARDED FOR
THEIR OUTSTANDING ACHIEVEMENTS:

ZERO CLAIMS FOR THE
2014-2015 MEMBERSHIP YEAR

PRESENTED ON
MARCH 1, 2016

Signal

Charles Taylor

Arrive Home Alive

Gunther Hoock

Gunther Hoock, Vice President Safety Resources
Signal Administration, Inc.

SIGNAL MUTUAL INDEMNITY

SALMONS DREDGING

PERFECT RECORD AWARD

THIS CERTIFICATE IS AWARDED FOR
THEIR OUTSTANDING ACHIEVEMENTS:

ZERO CLAIMS FOR THE
2013-2014 MEMBERSHIP YEAR

PRESENTED ON
MAY 4, 2015

SIGNAL

Charles Taylor

Arrive Home Alive

Gunther Hoock

Gunther Hoock, Vice President Safety Resources
Signal Administration, Inc.

SIGNAL MUTUAL INDEMNITY

SALMONS

DREDGING CORPORATION

PERFECT RECORD AWARD

THIS CERTIFICATE IS AWARDED FOR
THEIR OUTSTANDING ACHIEVEMENTS:

ZERO CLAIMS FOR THE

2012-2013 MEMBERSHIP YEAR

SIGNAL

PRESENTED ON

APRIL 7, 2014

Charles Taylor

Larry Toepper
Vice President Safety

Arrive Home Alive

SIGNAL MUTUAL INDEMNITY

SALMONS DREDGING CORPORATION

PERFECT RECORD AWARD

THIS CERTIFICATE IS AWARDED FOR
THEIR OUTSTANDING ACHIEVEMENTS:

ZERO CLAIMS FOR THE

2011-2012 MEMBERSHIP YEAR

SIGNAL

PRESENTED ON
JANUARY 31, 2013

Charles Taylor

Larry Toepper
Vice President Safety

Arrive Home Alive

Confidential Trade Secrets
"Do Not Circulate"

SALMONS DREDGING CORPORATION

Updated: May 13, 2020

			Six Year Previous Work History with the City of Charleston				
						Value	
Prime	**Sub**	**Location**	**Project Description**	**Client**	**Contact**	**x 1000**	**Year**
x		Charleston, SC	Remove, Transport and Dispose of Abandoned Vessel "GOODWOOD" From Wando River	City of Charleston	Chris Morrell	$17	2019
x		Charleston, SC	Provide Floating Crane and Crew to Remove, Transport, Safeguard, Repair and Re-install Marine Gangway Pre-Hurricane Dorian.	City of Charleston	Wes Chappell	$7	2019
x		James Island, SC	Provide Floating Crane and Crew to Remove, Transport, Safeguard and Re-install Marine Gangway and Floating Dock Pre- Hurricane Dorian.	City of Charleston	Wes Chappell	$16	2019
	x	Charleston, SC	Provide Commercial Diving Services to Perform Seawall Inspection for IAAM Construction	City of Charleston	Edmund Most	$13	2019
x		Charleston, SC	Provide Commercial Diving Services to Clean and Grease Sluice Gates in Concord Street Pump Station	City of Charleston	Steve Kirk	$3	2019
x		James Island, SC	Demetre Park - Reinstate Rip-Rap and Armor Stone on Shoreline Due to Recent Hurricane Damage	City of Charleston	Wes Chappell	$576	2019
x		Charleston, SC	Salvage, Transport and Dispose of (5) Abandoned Vessels From the Ashley River Area	City of Charleston	Chris Morrell	$56	2019
x		Charleston, SC	Northbridge Park Pier - Repair Marine Gangway to Floating Dock and Fixed Pier Structure	City of Charleston	Wes Chappell	$32	2019
x		Charleston, SC	Northbridge Park Pier - Install HDPE Plastic Isolators Between Treated Timber and Aluminum Components	City of Charleston	Wes Chappell	$29	2019
x		Charleston, SC	Salvage, Transport and Dispose of (1) Abandoned Vessels From Marsh Near Waterfront Park	City of Charleston	Chris Morrell	$17	2019
x		Charleston, SC	Concord Street Pump Station - Replace Brackets Supporting Pump Piping	City of Charleston	Steve Kirk	$138	2017 - 2019
x		Charleston, SC	Water Taxi Docking Facility - Repair Marine Gangway and Reinstall. Repair and Re-level Floating Dock	City of Charleston	Wes Chappell	$59	2018

x		Charleston, SC	Maritime Center - Inspect Floating Dock System, Adjust/Tighten All Fasteners & Rollers. Submit Report	City of Charleston	Wes Chappell	$11	2018
x		James Island, SC	Demetre Park Floating Dock: Pre-Storm Removal of Gangway and Dock. Safely Stored at SDC. Reinstalled.	City of Charleston	Nate Yokoyama	$18	2018
x		Charleston, SC	Water Taxi Docking Facility: Pre-Storm Removal of Marine Gangway, Safely Stored and Inspected	City of Charleston	Nate Yokoyama	$5	2018
x		James Island, SC	Demetre Park Dock, Pier & Post Hurricane Repairs Per Contract CP1701B	City of Charleston	Nate Yokoyama	$836	2017 - 2018
x		Charleston, SC	Water Taxi Docking Facility - Performed Top-side and Underwater Inspection of floats & Gangway	City of Charleston	Nate Yokoyama	$3	2018
x		Charleston, SC	Maritime Center - Performed Repairs Due to Hurricanes Matthew & Irma Per CP1701A	City of Charleston	Nate Yokoyama	$622	2017 - 2018
x		Daniel Island, SC	Daniel Island Trail Cart Bridges - Replace Deteriorated Aluminum Caps. Isolated Caps From Treated Timbers.	City of Charleston	Nate Yokoyama	$79	2018
x		Charleston, SC	Concord Street Pump Station - Performed As-built Inspection on Brackets & Fasteners	City of Charleston	Steve Kirk	$10	2017
x		Charleston, SC	Water Taxi Docking Facility - Performed Repairs to Landing Float Due to Hurricane Irma	City of Charleston	Nate Yokoyama	$48	2017
x		Charleston, SC	South Edger's Wharf Park - Floating Crane Rig to Hoist Wooden Walkway Back Into Place After Hurricane Irma	City of Charleston	Nate Yokoyama	$3	2017
x		Charleston, SC	Charleston Maritime Center - Floating Crane Rig to Remove/Dispose of (5) Finger Piers, Hurricane Irma	City of Charleston	Nate Yokoyama	$6	2017
x		Charleston, SC	Water Taxi Docking Facility - Floating Crane to Retrieve Gangway from Water After Hurricane Irma	City of Charleston	Nate Yokoyama	$6	2017
x		Charleston, SC	Concord Street Pump Station - Pressure Clean, Inspect and Grease (1) Sluice Gate	City of Charleston	Steve Kirk	$2	2017
x		Charleston, SC	Water Taxi Floating Dock - Repaired Damage to Dock and Gangway From Hurricane Matthew	City of Charleston	Nate Yokoyama	$137	2017

x		Charleston, SC	Maritime Center - Inspect Floating Dock System, Adjust/Tighten All Fasteners & Rollers. Submit Report	City of Charleston	Nate Yokoyama	$11	2017
x		James Island, SC	Demetre Park Floating Dock - Procured Materials to Make Repairs But Dock Was Destroyed by Hurricane	City of Charleston	Nate Yokoyama	$12	2016
x		Charleston, SC	Maritime Center - Mobilized Crew w/ Forklift to Re-install (2) Gangways after Hurricane Matthew	City of Charleston	Nate Yokoyama	$6	2016
x		Charleston, SC	Water Taxi Docking Facility - Floating Crane to Retrieve Gangway from Water After Hurricane Matthew	City of Charleston	Nate Yokoyama	$9	2016
x		Charleston, SC	Maritime Center - Resecured (2) 3-Pile Clusters w/ Angle and 1" Diameter Fasteners After Hurricane Matthew	City of Charleston	Nate Yokoyama	$3	2016
x		Charleston, SC	Maritime Center - Removed and Replaced Deteriorated Pile Guide Roller Brackets, Bolts & UHMW Rollers	City of Charleston	Nate Yokoyama	$10	2016
x		Charleston, SC	Maritime Center - Resecured (1) 3-Pile Timber Dolphin on South Pier	City of Charleston	Bill Turner	$3	2016
x		Charleston, SC	Maritime Center - 3-Man Commercial Dive Team, UW Level I Inspection 208 Piles, Level II on 21 Piles	City of Charleston	Bill Turner	$15	2016
x		Charleston, SC	Disposed of Abandoned Vessel "Blue MACS"	City of Charleston	Chad Womack	$6	2016
x		Charleston, SC	Salvaged, Transported and Disposed of one Abandoned Vessel and Salvaged and Stored One Vessel	City of Charleston	Chad Womack	$28	2016
x		Charleston, SC	Maritime Center - Inspect Floating Dock System, Adjust/Tighten All Fasteners & Rollers. Submit Report	City of Charleston	Bill Turner	$11	2016
x		Charleston, SC	Maritime Center - Furnish 3-man Commercial Dive Team, UW Inspection of (5) Timber Dolphins	City of Charleston	Bill Turner	$3	2016
x		Charleston, SC	Maritime Center - Inspect Floating Dock System, Adjust/Tighten All Fasteners & Rollers. Submit Report	City of Charleston	Bill Turner	$11	2015
x		Charleston, SC	Salvaged, Transported & Disposed of (10) Abandoned Vessels From Ashley River	City of Charleston	Robin Robinson	$100	2015

x		Charleston, SC	Maritime Center - Furnish 3-man Commercial Dive Team, UW Inspection of Wave Attenuator Wall	City of Charleston	Bill Turner	$4	2015
x		Charleston, SC	Maritime Center - Inspect Floating Dock System, Adjust/Tighten All Fasteners & Rollers. Submit Report	City of Charleston	Bill Turner	$11	2015
x		Charleston, SC	Maritime Center - Inspect Floating Dock System, Adjust/Tighten All Fasteners & Rollers. Submit Report	City of Charleston	Bill Turner	$11	2014
x		Charleston, SC	Concord Street Pump Station - Pressure Clean, Inspect and Grease (1) Sluice Gate	City of Charleston	Steve Kirk	$2	2014
x		Charleston, SC	Concord Street Pump Station - Assist with Pump Removal	City of Charleston	Steve Kirk	$4	2014
x		Charleston, SC	Maritime Center - Inspect Floating Dock System, Adjust/Tighten All Fasteners & Rollers. Submit Report	City of Charleston	Bill Turner	$11	2014

CONFIDENTIAL TRADE SECRETS

"DO NOT CIRCULATE"

SALMONS DREDGING
MAJOR WORK FROM LAND,
BARGES OR DIVE PLATFORMS

UPDATED: January 2020

Heavy Marine Construction - Piers / Wharfs / Bridges / Fenders

Prime	Sub	Location	Project Description	Client	Contact	Amount ($000)	Year	In Progress % Complete
x		Charleston, SC	Fishing Dock Replacement	Charleston County Park & Recreation Commission	Ray Ely	$960	2020	5%
x		Charleston, SC	Dock #4 Concrete Breasting Dolphin Replacements	Kinder Morgan Bulk Terminals	Matt Monney	$1.054 Million	2019 - 2020	90%
x		Goose Creek, SC	Furnish Floating Crane, Landside Crane & Tugs @ NPTU Facility Pier X-Ray	US Navy		$4.5 Million	2019 - 2020	
x		Mt. Pleasant, SC	Structural & Safety Repairs to Cheswick Fixed Pier	Rivertowne HOA	Sue Shunk - Southern Community Properties	$307	2019	
x		Charleston, SC	Extend North Marine Launch Rail 100'	Agru America - Charleston	Mike Johnson	$207	2019	
x		Block Island, SC	Make Repairs to Existing Dike w/ Installation of Steel Sheetpile Bulkhead	Block Island Hunt Club		$486	2018 - 2019	
	x	Goose Creek, SC	Provide Floating Crane Service w/ Operator and Crew @ NWS, NPTU	Norfolk Naval Shipyard	Will Herbert	$803	2017 - 2018	
x		Charleston, SC	Demo Walkways & Breating Dolphins, Add Aluminum Walkways @ Kinder Morgan Dock #4	Kinder Morgan Bulk Terminals	Matt Mooney	$479	2017 - 2018	
x		James Island, SC	Replacement of Floating Dock, Repairs to Fixed Pier, Add Additional Rip-Rap, Demetre Park	City of Charleston	Nate Yokoyama	$836	2017-2019	
x		Goose Creek, SC	Constructed 10" Effluent Outfall for Project Salty	Cooper River Partners, Inc.	Nathan Wingate	$435	2017	
x		N. Charleston, SC	Pile Driving for Fire Pump Repairs at Detyens Shipyard	Detyens Shipyard	John Lyons	$49	2017	
	x	N. Charleston, SC	Installed Temporary Steel Sheeting for Relocation of Utilities for Pametto Railway Project	MJL, Inc.	David Self	1.1 Million	2017-2018	
x		Youngs Island, SC	Drive Piles and Install UW Caps on Railway #1 at Stevens Shipyard	Stevens Towing	Johnson Stevens	$76	2017	

CONFIDENTIAL TRADE SECRETS

"DO NOT CIRCULATE"

SALMONS DREDGING
MAJOR WORK FROM LAND,
BARGES OR DIVE PLATFORMS

UPDATED: January 2020

x		Charleston, SC	Repairs to Ship Bollard and Concrete Curb @ Columbus St. Terminal SCSPA	South Carolina State Ports Authority	Ed Steymeyer	$102	2017	
x		Youngs Island, SC	Drive Steel Pile Piling at Metal Trades Facility	Metal Trades, Inc.	Shawn Flynn	$81	2017	
	x	Colleton County, SC	Installed Steel Sheet Pile Wall at Bear Island Wildlife Management Area	SC Wildlife Department	Strait Lyle / Wetlands Contracting	$384	2017	
x		Johns Island, SC	Remove and Replace Deteriorated Concrete Bridge	St. John Yacht Harbor	Bill Chamberlain	$554	2016-2017	
x		Charleston, SC	Construct Marine Facility for HDPE Pipe Manufacturing Facility	Agru America	Andy Roberts	4.345 Million	2016 - 2019	
x		Charleston, SC	Fabricate Pipe Piling for Pipe Manufacturing Marine Facility	Agru America	Andy Roberts	$150	2016	
x		Huger, SC	Form & Pour Concrete in Machinery Sump	B P Amoco Cooper River Plant	Erin Burton	T & M	2016	
	x	Isle of Palms, SC	Install Wave Disapation System at Wild Dunes	Wild Dunes	SI Systems	$48	2015	
x		Charleston, SC	Provided Engineering, R & R Bollards, Bull Rail, Pin Socket, SCSPA CST	South Carolina State Ports Authority	Tim Sherman	$196	2015	
x		Charleston, SC	Replace Fender Piling in Barge Slip @ Kinder Morgan Dock #4	Kinder Morgan Bulk Terminals	Derek Abney	$157	2015	
x		Huger, SC	Constructed (2) Steel Pipe Pile Breasting Dolphins	B P Amoco Cooper River Plant	Erin Burton	$716	2015	
x		Huger, SC	R & R Deteriorated Steel Under Pier Head for Pig Launcher	B P Amoco Cooper River Plant	Erin Burton	$58	2015	
x		Huger, SC	Installed Owner Furnished Foam Filled Fenders on Pier Head	B P Amoco Cooper River Plant	Erin Burton	$5	2015	
x		North Charleston	Provided Floating Crane to Swap Hoses on Pier Head at Buckeye NCT	Buckeye Partners	Tom Nash	$16	2015	
x		Charleston	Repaired Pipe Pile Fenders Panels and Piles, Dock #2, SRT	Kinder Morgan Bulk Terminals	Lynn Horn	$309	2015	

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SALMONS DREDGING
MAJOR WORK FROM LAND,
BARGES OR DIVE PLATFORMS

UPDATED: January 2020

x		Kiawah Island, SC	Flipped 608 Timbers on Summer Island Bridge	Kiawah Island Community Association	Will Connor	$298	2015	
x		North Charleston, SC	Recovered Marine Catwalks From Water, Installed New Piles and Reset	Marad - Pier Sierra	Cottrell Dredging	$78	2015	
x		North Charleston, SC	Install Marine Fender Panel System on Concrete Pier for Docking Tug Boats	Moran Towing of Charleston	Jon Archer	$53	2015	
x		Charleston, SC	Repairs to Fender System, Columbus Street Terminal	South Carolina State Ports Authority	Tim Sherman	$250	2015	
x		Youngs Island, SC	Install Piling in Pier, Fender and Railway Repairs, Built Dolphins	Metal Trades, Inc.	Shawn Flynn	$265	2015	
x		Mount Pleasant, SC	Install Timber Bulkhead and Shoreline Protection at Stormwater Outfall Structures	Pignatelli POA	ATM, Inc. Tony Maglione	$167	2015	
	x	Goose Greek, SC	Furnish Crew for 250 Ton Crane/Barge @ Nuclear Power Training Unit, Pier Xray	Truston Technology	Matthew Marcy	$221	2014	
	x	Goose Creek, SC	Supply 250 Ton Crane/Barge @ Nuclear Power Training Unit, Pier Xray	Norfolk Naval Shipyard	Karen England	$613	2014	
	x	Goose Creek, SC	Supply Material Barge @ Nuclear Power Training Unit, Pier Xray	US Naval Supply (NAVSUP)	James Ferguson	$118	2013-2014	
x		North Charleston, SC	Repair Fender Panel & Concrete at Pier Hotel, Old Naval Base Charleston	Moran Towing of Charleston	Jon Archer	$94	2014	
x		Youngs Island, SC	Extend Marine Railway	Metal Trades, Inc.	Shawn Flynn	$143	2014	
x		Charleston, SC	Remove and Replace Three Fender Panels at Dock #4	Kinder Morgan Bulk Terminals	Derek Abney	$243	2015	
x		North Charleston, SC	Repairs to Fender System, North Charleston Terminal	South Carolina State Ports Authority	Chuck Gillett	$58	2014	
x		Mount Pleasant, SC	Removed and Replaced Ship Bollard, Wando Welch Terminal	South Carolina State Ports Authority	Chuck Gillett	$35	2014	
	x	North Charleston, SC	Replaced Cleats & Bollard Bolts on Concrete Fixed Pier Structure	United States Coast Guard	Haskell Corporation, Kevin Kernan	$258	2014	

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x		North Charleston, SC	Repair South Concrete Breasting Dolphin, Repair Main Platform/Fender	Hess Corporation, Buckeye Partners, LP	Alex Marrocco	$471	2013	
x		Charleston, SC	Provide Emergency Response to Marine Events in Coastal SC	U.S. Army Corps of Engineers	Wes Wilson	T & M	2012-2020	Open
x		North Charleston, SC	Demo & Reconstruct Seven Concrete Breasting & Mooring Structures	Kinder Morgan Bulk Terminals	Derek Abney	$2.479 Million	2012	
x		Charleston, SC	Installed Replacement Fender System Components at Dock #4	Kinder Morgan Bulk Terminals	Derek Abney	$196	2012-2013	
	x	Goose Creek, SC	Furnished Floating Crane Barge for Chains/Moorings @ Naval Weapons Station Chas.	U.S. Navy - Nuclear Power Training Unit, Naval Weapons Station Chas	Truston Technology	$79	2012	
	x	Goose Creek, SC	Furnished Floating Crane Barge to Remoor Nuclear Sub @ Naval Weapons Station Chas.	U.S. Navy - Nuclear Power Training Unit, Naval Weapons Station Chas	Norfolk Naval Shipyard	$236	2012	
x		North Charleston, SC	Installed Foam Filled Fender System Units at Pier "C", Old Navy Base.	CMMC	Danny Rowland	$123	2012	
x		North Charleston, SC	Repair Main Fender System, Remove & Replace Concrete Breasting Dolphin	Hess Corporation	Alex Marrocco	$637	2012	
x		Dewees Island, SC	Repair & Extend Barge Ramp	Dewees Island POA	Kim Knight	$78	2012	
x		North Charleston, SC	Fender System Repairs/Upgrades	McAllister Towing of Charleston, Inc.	Steve Kicklighter	$158	2012	
	x	Mount Pleasant, SC	Assist Relocation of USS Laffey & USS Clamagore, Patriots Point	Patriots Point Development Authority	Bob Howard	$430	2011-2012	
x		Kiawah Island, SC	Construct Steel Sheetpile Bulkhead	Dickman Residence Bulkheas	JGT Engineers	$840	2012	
	x	Charleston, SC	Construct Under Wharf Cable Barrier	Hitt Contracting, Inc. / SCSPA	Chris Shimakonis	$137	2011-2012	
x		Mount Pleasant, SC	Construct Phase One (2000' Fixed Pier System), Shem Creek Park	Town of Mount Pleasant	Kevin Mitchell	$1.936 million	2011	
x		Charleston, SC	Constructed H-pile and Timber Fender Panels for Berthing Tugs	Moran Towing	Jon Archer	$122	2011	

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	x	Charleston, SC	Fender System Modifications @ US Coast Guard Base, Tradd St., Charleston	Tito Construction	Jeff Conegys	$99	2011	
x		Charleston, SC	Modify Fender Systen @ Union Pier Terminal for Cruise Ship Service	South Carolina State Ports Authority	Derrick Bellamy, P.E.	$206	2011	
x		Charleston, SC	Repairs to Marine Facility, Exp. Loop, Catwalks and Fender Panels	Kinder Morgan Bulk Terminals	Harry Cummings	$249	2010	
x		Charleston, SC	Repairs to Fender Systems	SCSPA - Union Pier, Columbus Street and Wando Welch Terminals	Tim Sherman	$172	2010	
	x	Goose Creek, SC	Wharf Alpha Fender System	Atlantic Marine Construction	Mike Lyons	$1.325 million	2009	
x		Kiawah Island, SC	Bridge & Marine Facility Maintenance	Kiawah Island Community Association	Robbie Wall	$500	2005 - 2010	
x		Edisto Beach, SC	Edisto Beach Live Oak Landing Project P28-9684-MJ	SC Dept of Parks Recr Tourism	Brian Klauk	$304	2008	
x		North Charleston, SC	Fender System Repairs to Quaywall and North Side of Pier "C"	Charleston Marine Manufacturing Corp	Danny Rowland	$91	2008	
x		Charleston, Georgetown, SC	Repair and Replacement to Fender Systems and Piling	S. C. State Ports Authority - Union Pier and Georgetown Terminals	Todd Greene	$84	2008	
x		Charleston, N. Charleston, Mount Pleasant, SC	Repairs to Fender Systems and Piling, Dock II and North Charleston.	Kinder Morgan Bulk Terminals	Stuart Schasteen	$83	2008	
x		Charleston, N. Charleston, Mount Pleasant, SC	Repair and Replacement to Fender Systems and Piling	S. C. State Ports Authority - Columbus Street, Union Pier,and Wando Welch Terminals	Todd Greene	$346	2007	
x		Charleston, SC	Repair and Replacement to Fender Systems and Piling, Docks I & II.	Kinder Morgan Bulk Terminals	Stuart Schasteen	$299	2007	
	x	North Charleston, SC	Subcontract No. 51-8846-001 Sept 28, 2006): Relocate Floating Dock -Bldg 180, Pier C, Naval Weapons Station	Hitt Contracting, Inc.	Joel Smith	$60	2007	
x		Goose Creek, SC	Fendering Repairs, TC Dock	Naval Facilities Engineering Command	Ray Kline	$2.860 million	2006	
x		Charleston, N. Charleston, Mount Pleasant, SC	Repair and Replacement to Fender Systems and Piling	S. C. State Ports Authority - Columbus Street, Union Pier, North Charleston, Pier Zulu,and Wando	Todd Greene	$451	2005	

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x		North Charleston, SC	Fender System Work	Charleston Marine Manufacturing Corp	Danny Rowland	$363	2005	
x		North Charleston, SC	Fender System Repairs: Contract No. CTE-9761	Amerada Hess Corporation	Joe Gabriel	$56	2005	
x		Charleston, N. Charleston, Mount Pleasant, SC	Repair and Replacement to Fender Systems and Piling	S. C. State Ports Authority - Columbus Street, Union Pier, North Charleston, and Wando Welch	Todd Greene	$250	2004	
	x	Holly Hill, SC	Construction of CSX Railroad Bridge into Holcim USA, Inc. Cement Plant	Brason Construction Co., Inc (for owner: Holcim USA, Inc.)	Jack Bracewell	$189	2004	
x		North Charleston, SC	Repair of Fender System	McAllister Towing of Charleston, Inc.	Joe Buckheister	$97	2004	
x		Charleston, N. Charleston, SC	Repair and Replacement to Fender Systems and Piling	S. C. State Ports Authority - Columbus Street, Union Pier, and North Charleston Terminals	James Petit	$472	2003	
x		North Charleston, SC	Construction of Fender System at Pier "U"	Moran Services	Matt Walton	$52	2002	
x		Charleston, SC	Repairs to Fender Systems and Concrete Piling	S. C. State Ports Authority - Union Pier and Columbus Street Terminals	Hal Norton	$172	2002	
x		Mt. Pleasant, SC	Pitt Street Bridge Extension	Town of Mt. Pleasant	Mr. Barber	$62	2002	
x		North Charleston, SC	Project No. 02-016 Dock Fender Pile Replacement	The Lemm Corporation (Chem-Marine Terminal)	Shelton Brunson	$67	2001	
x		Charleston, SC	Replace Fender System @ Columbus Street Terminal, Contract No. CIF 01E013	S. C. State Ports Authority - Columbus Street Terminal	Jim Van Ness	$1.790 million	2001	
	x	Daniel Island, SC	Docking Facility & Cart Bridges- Family Circle Tennis Facility	Hill Construction / City of Charleston	Steve Hatton	$519	2001	
	x	Charleston, SC	Removed Damaged Dolphin and Installed 5 New Dolphins	Ft. Sumter Tours	Chip Campsen	$36	2001	
x		Charleston, SC	Repairs to Fender Systems	S. C. State Ports Authority -North Charleston and Columbus Street Terminals	Rusty Piggott & Bob Dullanty	$383	2000	
	x	Charleston, SC	Construction of Oil Containment Wall - Pier Charlie - Naval Weapons Station	J. A. Jones Management Services	Barbara Holloway	$144	2000	

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x		Charleston, SC	Pile Replacement and Fender Installation	Ft. Sumter Tours	Chip Campsen	$27	2000	
x		Charleston, SC	Pier Extension	Charleston Branch Pilots	Whitmarsh Smith	$201	2000	
x		Charleston, Georgetown, SC	Fender System and H-Pile Repairs; and Construction of New Dolphins and Catwalks	S. C. State Ports Authority -Union Pier Terminal - Charleston, and Georgetown Terminal	Rusty Piggott & Bob Dullanty	$535	1999	
x		Georgetown, SC	Repairs to Fender and Dolphins: Sampit and Waccamaw Bridges	South Carolina Department of Transportation		$67	1999	
x		Charleston, SC	Fender system and bollard repairs	S.C. State Ports Authority - Columbus Street and Union Pier Terminals	Mr. Rusty Piggott	$299	1998	
	x	Goose Creek, SC	Construction of Oil Containment Wall - Wharf Alpha - Naval Weapons Station	J. A. Jones Management Services	Ms. Barbara Holloway	$143	1998	
	x	Goose Creek, SC	Seawall repairs - Pier Bravo - Naval Weapons Station	J. A. Jones Management Services	Ms. Barbara Holloway	$562	1998-1997	
x		North Charleston, SC	Pier extensions / refurbishment - Piers Hotel, Sierra, and Tango- Former Charleston Navy Base	Metal Trades, Inc.	Mr. Rusty Corbin	$694	1998-1997	
x		Charleston, SC	Fender system repair & replacement	S.C. State Ports Authority - Wando Welch Terminal	Mr. Jim Van Ness	$155	1997	
x		Charleston, SC	Pier extension and refurbishment - Hilton Hotel - Patriots Point	Charleston Harbor Partners LLC	Mr. Richard Coen	$298	1997	
x		Charleston, SC	Fender system repair & replacement	S.C. State Ports Authority - Columbus Street	Mr. Rusty Piggott	$346	1997-1996	
x		Kiawah Island, SC	Construction of 600 ft. bridge and 250 ft. bridge to adjacent islands	Kiawah Resort Associates	Mr. Ray Pantlik	$1.266 million	1996	
x		North Charleston, SC	Pile Driving & Fender System Repairs	Charleston Naval Base	US Navy Public Works	$1.028 million	1993	

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UPDATED: January 2020

Heavy Marine Construction - Docking Facilties / Marinas / Gangways

Prime	Sub	Location	Project Description	Client	Contact	Amount ($000)	Year	In Progress
	x	Charleston, SC	Repair Joint Connection in Floating Dock System	CCPRC - Hightower Construction	Craig Warren	$52	2020	
x		Charleston, SC	Replace Floating Dock System	Laurens Place, POA	Mindy Diehl @ Rivers Enterprises	$74	2020	
	x	Wando, SC	Construct Travelway Extension	Safe Harbor City Boat Yard	Gulf Stream Const	$177	2019	
x		James Island, SC	Construct New Marina After Hurricanes	James Island Yacht Club	David Warren	1.904 Million	2018 - 2019	
x		Wando, SC	Construct Boat Launching Forklift Pier	Safe Harbor City Boat Yard	Robbie Freeman	1.784 Million	2019 - 2020	
x		Charleston, SC	Repair Marine Gangway and Fixed Pier at Northbridge Park	City of Charleston	Wes Chappell	$32	2019	
x		Charleston, SC	Install HDPE Plastic Isolators Between Treated Timber and Aluminum at Northbridge Park Pier	City of Charleston	Wes Chappell	$29	2019	
x		Charleston, SC	Salvage, Transport and Dispose of (5) Abandoned Vessels in Ashley River	City of Charleston	Chris Morrell	$56	2019	
x		Charleston, SC	Salvage, Transport and Dispose of (1) Abandoned Vessel @ Waterfront Park	City of Charleston	Chris Morrell	$17	2019	
x		Mt. Pleasant, SC	Demo & Dispose of Boat Lifts and Fixed Piers Structures	Charleston Harbor Resort & Marina	Rand Pratt	$89	2019	
	x	Charleston, SC	Install (5) New SF Marina Concrete Floating Docks	Carolina Yacht Club	Jim Gunn	$79	2019	
x		Mt. Pleasant, SC	Replace Cables, Washers & Nuts in Breakwaters 2-9, 2-10, D-43, D-44	Charleston Harbor Resort & Marina	Rand Pratt	$4	2019	
x		Mt. Pleasant, SC	Demo and Dispose of Finger Piers, Extract & Dispose of Piling	Charleston Harbor Resort & Marina	Rand Pratt	$56	2019	
x		Charleston, SC	Make Temporary Repairs to Hurricane Damges Floating Dock System	Dockside Condominium	Bobby Carrier	$5	2019	
x		Charleston, SC	Made Pile Guide Repairs to Existing Marine, Relocated Several PSC Piling	Berenyi Engineering, Inc.	Tony Berenyi	$152	2017	
x		Charleston, SC	Repairs to Splice Plates and Pile Guide Wear Blocks at Bristol Marina	The Bristol Marina	David Rodgers	$55	2018	

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x		Wando, SC	Relocate and Extend Floating Docks at the City Boat Yard Facility	The City Boatyard	Robbie Freeman	$100	2017	
x		Mount Pleasant, SC	Install Heavy Floating Breakwater at the Cheves Residence	Mr. Cheves	JGT Engineers	$124	2017	
x		Charleston, SC	Repairs to Maritime Center Floating Dock System	City of Charleston, SC	Nate Yokoyama	$613	2017 - 2018	
x		Johns Island, SC	Repairs to St. Johns Yacht Harbor Floating Docks	St. John Yacht Harbor	Stan Jones	1.1 Million	2017	
x		Charleston, SC	Repairs to Chaleston Water Taxi Floating Dock and Gangway	City of Charleston	Nate Yokoyama	$137	2017	
x		Charleston, SC	Installed Replacement Breakwater Floats K Dock & 5-1, 5-2	Charleston Harbor Marina	Samantha Borgen	$244	2017	
x		Mt. Pleasant, SC	Install Pile Jacket and X-Bracing on Timber Piles Supporting Dock Office	Charleston Harbor Marina	Kelly Poe	$270	2016	
x		Charleston, SC	Removed, Transported and Disposed of (10) Abandoned Boats	City of Charleston	Chad Womack	$100	2015	
x		Charleston, SC	Install Replacement Pile Guides in Concrete Floating Dock	Tony Bakker	Jim Web - Meadors	$47	2016	
x		Wadmalaw Island, SC	Replaced Pile Guides & Thru-rods in Floating Dock	Fred Horlbeck	Ellie Thompson	$9	2015	
x		Seabrook Island, SC	Replaced Broken 12" PSC Piling at Bohicket Marina	Fort Sumter Tours	Richard Campson	$22	2015	
x		Charleston, SC	Replace Rods, Pile Guides,Timber Walers & Rub Boards on Floating Dock	Dockside Condominiums	Steve Strete	$90	2015	
x		Charleston, SC	Remove and Dispose of 12 Abandoned Boats From Ashley River	City of Charleston	Robin Robinson	$99	2015	
x		Charleston, SC	Modify Floating Docks, Extract/Drive Piling, Demo Old Docks, City Marina	Charleston City Marina	Robbie Freeman	$125	2016	
x		Charleston, SC	Install Fiberglass Dock Boxes on Concrete Floating Docks	Carolina Yacht Club	Gordan Hay	$11	2015	
	x	Mount Pleasant, SC	Repairs and Upgrades to Marine Gangways @ Chas. Harbor Marina	SF Marine - Chas. Harbor Marina	SF Marine - Jim Gunn	$28	2014	
x		Charleston, SC	Performed Repairs to Laurens Place POA Floating Dock Structure	Laurens Place, POA	Rivers Enterprises, Mindy Diehl	$17	2014	
x		Isle of Palms, SC	Perform Modifications to Existing Water Sports Docking Facility	Town of Isle of Palms	John Shaffer, Ocean & Coastal Consultants	$59	2014	
x		Charleston, SC	Maritime Center, Floating Dock Inspection & Maintenance	City of Charleston	Bill Turner	$63	2013-2015	

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x		Georgetown, SC	East Bay Street Boat Ramp and Floating Dock Modifications	City of Georgetown	Jonathan Heald	$719	2013	
x		Charleston, SC	Install Water Taxi Dock, Marine Gangway and Security Gate	City of Charleston	Ross Eastwood	$419	2013	
x		North Charleston, SC	Installed Floaring Dock, Marine Gangway & Transition Plate	CMMC	Danny Rowland	$40	2013	
x		Charleston, SC	Expand Yacht Club/Marina - Add Concrete Breakwaters/Floating Docks	Carolina Yacht Club	GEL Engineers	$3.316 Million	2012-2013	
	x	Charleston, SC	Extend Floating Dock @ Bldg. 682	Northcon, Inc	Billy Bonds	$159	2011	
	x	Charleston, SC	Construct a Floating Training Facility for Federal Law Enforcement Training	Northcon, Inc	Billy Bonds	$232	2011	
x		Huger, SC	Construct Boat Ramp, Install Floating Dock & Gangway	B. P. Amoco	Randy Hurt	$164	2010	
x		Mt. Pleasant, SC	Install Multi-Level Floating Dock and Gangway System, Pile Driving	Fort Sumter Tours	Chip Campsen	$295	2010	
	x	Charleston, SC	Extension of Marine Docking Facilities, Boat House, Floating Dock & Gangway	Meadors Construction (Bakker Residence)	Leslie Roberts	$587	2010	
x		Charleston, SC	Construct H-Pile Mooring Dolphin	Patriots Point Development Authority	Bob Howard	$76	2010	
x		Folly Beach	Salvaged, Transported and Disposed of (9) Abandoned Boats From Folly River	City of Folly Beach	Toni-Conner Rooks	$98	2009	
x		North Charleston, SC	Project Seahawk Floating Dock	South Carolina Research Authority	William Murray	$395	2009	
x		Georgetown, SC	Georgetown Harborwalk Marina	Georgetown Communications	John Burbage	$711	2008-2007	
x		Charleston, SC	Construction of North Pier	The Bristol Marina	Robbie Freeman	$464	2008	
x		Mt. Pleasant, SC	Construction of New Concrete Pier and Assembly of Floating Docks	Magwood Marina	Wayne Magwood	$220	2007	
	x	Charleston, SC	Job no. 58102 - Floating Dock Installation - US Coast Guard Base Charleston	US Coast Guard	Ashton Lee	$417	2006	

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x		Wando, SC	Installation of Gangway and Floating Docks	The City Boatyard	Ron Gift	$173	2006	
x		Charleston, SC	Rip Rap Shore Protection	James Island Yacht Club	Robert George	$136	2006	
	x	North Charleston, SC	Installation of 8 Mooring Buoys at Charleston Midstream Transfer Facility	Maybank Shipping Company	David Maybank	$235	2006	
x		Charleston, SC	Maritime Center Pier Improvements Laurens Place Harbor Walk	City of Charleston Department of Parks Project No. CP 0303C	Jim Neal	$1.4 Million	2005	
x		North Charleston, SC	Cooper River Marina	Charleston County Park & Recreation Commission	Ross Eastwood	$2.03 million	2004-2005	
x		Charleston, SC	Boatlift & Docking Facility Improvements	Charleston Branch Pilots	Walter Prause	$154	2004 - 2005	
x		Charleston, SC	Installation of Floating Dock and Utilities	Wappoo Creek Place Facitliies, Inc.	Gary Sawyer	$147	2004	
x		Charleston, SC	Installation of Pier and Floating Docks for New Marina	Bristol Marina	Robbie Freeman	$1.4 million	2003 - 2004	
x		Charleston, SC	The City Marina Expansion Project	The City Marina	Robbie Freeman	$3.1 million	2002 - 2003	
x		Charleston, SC	Fountain Walk Docking Facility, Job no. 2001-15	Rivers Enterprises	Mr. Mark Marenakos	$641	2001	
x		Charleston, SC	Laurens Place Marina : Agreement Dated June 25, 2001	BPMA	Mr. Bruce Miller	$599	2001	

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UPDATED: January 2020

Commercial Diving - Water & Wastewater Treatment / Intakes / Pipelines / Outfall Structures / Power Plants / Industrial Facilities

Prime	Sub	Location	Project Description	Owner	Contact	Amount ($000)	Year(s)	In Progress
	x	Georgetown, SC	Performed UW Dive Survey, Assisted Fuel Removal, Salvageed 44' Trawler	International Marine Underwriters	James Lucus, Marine Surveyor	$37	2019	
	x	Charleston, SC	Performed UW Dive Survey, Rigged for Salvage 26' Pushboat	Southern Dredging Company	Jenkins Montgomery / Stevens Towing	$5	2019	
	x	Charleston, SC	Salvaged, Transported and Disposed of Sunken 48' Egg Harbor Motor Yacht	Boat US	Steve Little	$4	2018	
	x	Atlanta, GA	UW Work at Nancy Creek Plant, Dredging for Pump Maintenance	City of Atlanta	Shane Rutledge / Western Summit	$150	2017	
x		Charleston, SC	Salvaged, Transported, Stored & Disposed of Sunken 52' Hatteras	State Farm Insurance	Kate Jette	$104	2017	
	x	Atlanta, GA	Performed UW Pipeline Inspection and Repairs at Hemphill Plant	City of Atlanta	Shane Rutledge / Western Summit	$350	2017	
x		Atlanta, GA	Perform UW Repairs at Water and Wastewater Treatment Plants	City of Atlanta, Department of Watershed Management	Sabrina Watts	$3 Million	2018 - 2019	Open
x		Charleston, SC	Salvaged, Transported, Stored and Loaded Out Sunken 32' Caver Yacht	American Reliable Insurance	Tyson Headlee	$39	2017	
	x	Monks Corner, SC	Investigative Diving at Jefferies Steam Plant for Demo Contractor	Demco	Nick Celletto	$46	2017	
x		Charleston, SC	Salvaged, Transported, Stored & Disposed of Sunken RCL Life Boat	Royal Caribbean Cruise Line	Intercruise Shoreside & Port	$19	2017	
x		Myrtle Beach, SC	Inspect Ocean Outfalls	City of Myrtle Beach, SC	Mike Petrakis	$88	2017	
x		Charleston, SC	Install New Brackets @ Discharge Pipes, Concord St. Pump Station	City of Charleston	Steve Kirk	$138	2017 - 2019	
	x	Snellville, GA	Emergency Work at NBC Pump Station	City of Atlanta	Western Summit - Shane Rutledge	$217	2016	
	x	Atlanta, GA	RM Clayton WRC, Nancy Creek- Guide Rail Repairs, Pump Installations	City of Alanta	Western Summit - Shane Rutledge	$222	2016	
x		Hanahan, SC	Install SS Trash Racks at McCoullgh Pump Station	Charleston Water System	Lynn Shelton	$7	2016	
x		N. Charleston, SC	Install Pile Jackets on Steel Pipe Piling Supporting a Hwy Bridge	Charleston Naval Complex RDA	John Sheridan / Sheridan Corp.	$189	2016	

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x		Charleston, SC	Replace Barr Screens at Bee & Barre Street Shafts	Charleston Water System	Don Benjamin	$87	2016	
x		Fort Lawn, SC	Clean Sedimate, Floc Chambers and Settling Basins, Chester Metro Plant	Chester Metro District	David Sloan	$12	2016	
x		Charleston, SC	Salvaged, Transported, Stored and Disposed of (2) Abandoned Boats	City of Charleston	Chad Womack	$28	2016	
x		Columbia, SC	Perform Inspection in Fire Suppression Tank and on Effluent Outfall	Westinghouse	Phil Page	$6	2016	
	x	Atlanta, GA	Effluent Filter Basin Upgrades, South River WPC Plant	City of Atlanta	Western Summit - Shane Rutledge	$73	2016	
	x	Atlanta, GA	RM Clayton WRC Headworks Improvement Project	City of Atlanta	Western Summit / Anatek Construction	$78	2016	
x		Charleston, SC	Provide Access & Rescue for Market / Concord Tunnel Inspection	City of Charleston	Steve Kirk	$69	2016	
x		Buckport, SC	Repair Leak in 30" HDPE Pipe with Large Coffin Clamp	Grand Strand Water & Sewer Authority	David Strickland	$221	2016	
x		Myrtle Beach, SC	UW Inspection of Storm Water System	Costco	Terracon, Myrtle Beach	$5	2015	
x		Charleston, N. Charleston, Hanahan, Goose Creek	Various WT and WWT Projects at Multiple Facilities	Charleston Water System	Chad, Paul, Alan, Greg, Lynn, Don	$337	2015	
	x	Myrtle Beach, SC	4th Ave Ocean Outfall UW Inspections	City of Myrtle Beach	DDC Engineers	$30	2015 2016	
x		Bennettsville, SC	Clean Raw Water Intake at Marlboro Mill	Domtar Paper	Gerald Butler	$38	2015	
	x	Charleston, SC	Locate UW Submarine Cable at Ashley River Bridge	Egan Brothers	Unspecified	$5	2015	
	x	Hanahan, SC	Install and Remove Plugs in Piping for Filter Media Change	Garney Construction Co.	Matthew Reaves	$12	2015	
	x	Kannapolis, NC	UW Inspection and Repairs to Slide Gates	Kannapolis WT Plant	Gilbert Engineering	$55	2015	
x		Greenwood, SC	Retrieve and Extract Pump Volute	Greenwood CPW	David Tuck	$3	2015	
	x	Goose Creek, SC	Perform UW Inspection of Earthen Dam @ Bushy Park Reservoir	Charleston Water System	Hazen & Sawyer	$6	2015	
	x	Kiawah Island, SC	Install & Remove Pipe Plugs in Storm Water System	Kiawah Island Community Association	James Pederson Construction	$5	2015	
x		Florence, SC	UW Inspection and Repairs to Spillways at Lake Oakdale	Lake Oakdale, HOA	Chris Blum	$12	2015	

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SALMONS DREDGING
MAJOR WORK FROM LAND,
BARGES OR DIVE PLATFORMS

UPDATED: January 2020

	x	Charleston, SC	Install & Remove Large Pipe Plugs in Storm Water System, Boeing Plant	Boeing - Charleston Facility	Landmark Construction	$18	2015	
x		Bluffton, SC	Installed Pipe Plug for AET in SunCity, Bluffton, SC	Sun City	AET Robotics	$8	2015	
	x	Monks Corner, SC	Make Detailed Concrete Repair on Face of Pinopolis Dam	Santee Cooper	Landmark Construction	$52	2015	
x		Jamestown, SC	Rig Sunken Barge in Rock Quarry	Martin Marietta	Unspecified	$3	2015	
x		Charleston, SC	Cleaned Marine Growth From Bottom of Two Fuel Barges	Maybank Industries	David Galloway	$17	2015	
x		Youngs Island, SC	UW Inspections and Modifications to Marine Railway Systems	Metal Trades, Inc.	Scott Collier	$240	2015	
x		Charleston, SC	Recover Cases of Wine From River Bottom	Mira Winery	Jim Dyke, Jr.	$5	2015	
x		North Charleston, SC	Inspect Z-Drives and Running Gear on Various Tug Boats	Moran Towing	Jon Archer	$4	2015	
	x	Savannah, Ga	Unfoul Propellers on MV SAMUS SWAN	Owners - Samus Swan	Biehl & Company	$5	2015	
	x	Wando, SC	Locate UW Telephone Cable at Site of New Bridge Project, HWY 41	PCL Construction	Ricky Grogan	$5	2015	
x		Roxboro, NC	UW Repairs to Concrete Thrust Block	Progress/Duke Energy	GEA Heat Exchangers	$14	2015	
x		Martinez, GA	Performed work on Lock at Stevens Creek Hydro Facility	Scana Corporation	Hal Riddle	$81	2015	
x		South Carolina	3 Year Diving Services Contract at Santee Cooper Facilities	Santee Cooper	David McClary	$32	2015	
x		Mrytle Beach, SC	Performed UW Piling Inspection of Myrtle Beach State Park Pier	SCDPRT	Jerry Ives	$9	2015	
x		North Charleston, SC	Removed Abandoned Pipe From Under Pier, SCSPA NCT	South Carolina State Ports Authority	Parsons - Ed Stehmeyer	$10	2015	
x		Charleston & Youngs Island, SC	Misc Diving Services on Tugs, Railways, Mooring Chains, Etc...	Stevens Towing	Robert Hope	$18	2015	
x		Youngs Island, SC	Cleaned Hull and Running Gear on MV Coastal Venture	Stevens Transportation	Robert Hope	$7	2015	
	x	North Charleston, SC	Performed Inspection on Bridge Piling, Noisette Creek	Palmetto Railways	Sheridan Engineering	$4	2015	
x		Savannah, Ga	Inspected Hull of Casino Boat After Groundings	Tradewinds Savannah	Unspecified	$9	2015	

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x		Charleston, SC	Inspected and Cleaned Portions of Hull of USCG YellowFin	United States Coast Guard	Unspecified	$7	2015	
	x	Atlanta, Ga	RM Clayton WRC, West Area CSO Phase Two, Pump Sta. Maint.	City of Atlanta	Shane Rutledge / Western Summit	$235	2015	
x		North Charleston, SC	UW Inspection on Mooring Buoys & Chains, Mid Stream Mooring	Charleston Mid Stream Transfer	David Galloway	$13	2015	
x		North Charleston, SC	Installed New Mooring Buoys & Chains, Berth #1, Mid Stream Mooring	Charleston Mid Stream Transfer	David Galloway	$155	2015	
x		Fort Lawn, SC	Remove Sedimate From Floc Chambers, Repair Sluice Gates	Chester Metro District	David Sloan	$22	2015	
x		Atlanta, GA	RM Clayton WRC, Nancy Creek - Retrieve Pumps, Repair Guide Rail	City of Atlanta		$110	2015	
x		Charleston, SC	UW Inspection of Wave Attenuator Wall, Charleston Maritime Center	City of Charleston	Edmund Most	$4	2015	
x		Savannah, Ga	Inspect Interior of Clearwells and Repaired Pipe at Bulkhead	City of Savannah	Health Lloyd & Phil Douglas	$27	2015	
x		Savannah, GA	UW Inspection of Drydock Sills & Broken H-Piling	Colonial Terminals Inc.	Unspecified	$10	2015	
	x	Union, SC	Remove and Replace Hing on Head Gate	South Carolina Electric & Gas - SCANA	Hal Riddle	$41	2015	
x		Charleston, SC	UW Inspection of Broken Fiber Optic Line at Wappoo Bridge	Atlantic Electric	Brian Nettles	$2	2015	
	x	Isle of Palms, SC	UW Piling Inspection in Dewees Island POA Marina	Dewees Island POA	ATM/Kirby Marshall	$8	2015	
	x	Mount Pleasant, SC	Locate and Map UW Debris Field at Mount Pleasant Fishing Pier	Town of Mount Pleasant	ATM/Kirby Marshall	$7	2015	
x		Charleston, SC	Locate UW Submarine Cable at Ashley River Bridge	AT&T	Unspecified	$5	2015	
x		Mount Pleasant, SC	Repair Two Breakwater Sections at Chas. Harbor Marina	Brothers Property	Kelly Poe	$3	2015	
x		North Charleston, SC	Installed UW Anodes on Mid South Breasting Dolphin	Buckeye Partners	Tom Nash	$26	2015	
x		Mount Pleasant, SC	Install Supplemental Floatation Under Floating Docks, Chas. Harbor Marina	Brothers Property	Kelly Poe	$17	2015	
x		Charleston, SC	Removed Bypass Pump at Plum Island WWT Plant	Charleston Water System	Don Benjamin	$17	2015	
x		Charleston, SC	Underwater Repairs to 24" Transmission Main, Charleston Harbor	Charleston Water System	Don Benjamin	$160	2014	

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x		Summerville, SC	Performed Underwater Inspection of Fire Surppression Water Storage Tank	Zapp Precision Wire, Inc.	Joseph Milligan	$4	2014	
x		Chester, SC	Provide Underwater Cleaning of Floc Chambers @ Chester Metro WT Plant	Chester Metro District	David Sloan	$14	2015	
x		Savannah, GA	Install UW Cables and Turnbuckles at Raw Water Intake Facility	City of Savannah	Phil Douglas	$9	2015	
x		North Charleston, SC	Install Cathodic Protection on Breasting Dolphin Piling	Buckeye Partners, LP	Lee Samuelson, Tom Nash	$26	2015	
x		Youngs Island, SC	Perform Repairs to Marine Railways	Stevens Towing/Shipyard	Robert Hope	$30	2015	
	x	Atlanta, GA	RM Clayton WRC, Assist with Pump Placement	City of Atlanta	Western Summit - Shane Rutledge	$48	2014	
x		Goose Creek, SC	Underwater Inspection of Outfall and Diffusers, Replace Bolts in Flanges	Sun Chemical	Chester Seamon	$9	2014	
x		Charleston, SC	Underwater Piling Inspection, Dock #4	Kinder Morgan Bulk Terminal	Derek Abney	$51	2014	
	x	Isle of Palms, SC	Perform Underwater Inspection of Select Docks in Wild Dunes Marina	Wild Dunes	JGT Engineers-Chris Moore	$5	2014	
x		Chester, SC	Clean & Inspect Sluice Gate, Chester Metro Water Plant	Chester Metro District	David Sloan	$5	2014	
x		Martinez, GA	Work on Gate Seals/Lock at Stevens Creek Hydro Station	SCANA Corp. - SCEG	Joe McGill	$60	2014	
	x	Roxboro, NC	Modifications to Power Plant Cooling Tower and Structures	Duke Energy/Progress Energy	GEA Heat Exchangers-K. McCollum	$1.135 Million	2014-2015	
x		Charleston, SC	Clean Shaft @ Barre Street	Charleston Water System	Don Benjamin	$40	2014	
	x	Atlanta, GA	RM Clayton WRC, Nancy Creek Pump Station - Dredge Solids, Set Pumps	City of Atlanta	Western Summit-Shane Rutledge	$159	2014	
	x	Atlanta,GA	South River Tunnel Project, Furnish Diving and Dredging	City of Atlanta	GSC Atlanta - Robert Wood	$177	2014	
	x	Atlanta, GA	West Area CSO Tunnel Pumps, Pump Salvage, Solids Removal	City of Atlanta	Western Summit - Shane Rutledge	$197	2014	
	x	Atlanta, GA	RM Clayton WRC, Nancy Creek Pump Station - Phase 1 Upgrade	City of Atlanta	Western Summit-Shane Rutledge	$97	2014	
x		Orangeburg, SC	Clean and Inspect Finish Water Clearwell Structure	City of Orangeburg, Department of Utilities	Hank Rutland	$24	2014	
x		Charleston, SC	Underwater and Above Water Piling & Deck Inspection, Dock #1 & #2	Kinder Morgan Bulk Terminal	Lynn Horn & Rafael Iturriaga	$184	2014	

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x		Charleston, SC	Clean Out Daniel Island Shaft	Charleston Water System	Greg Daniels	$115	2014	
x		Charleston, SC	Clean Out & Inspect West Ashley Pump Station	Charleston Water System	Allan Clum	$30	2014	
x		Charleston, SC	Install Flow Meter @ Hanahan Water Treatment Plant	Charleston Water System	Pete Holbreck	$58	2014	
x		Charleston, SC	Clean & Inspect Three Potable Water Ground Storage Tanks	Charleston Water System	Lynn Shelton	$5	2014	
	x	Mrytle Beach, SC	Perform Underwater Inspection of Existing Ocean Outfalls	City of Myrtle Beach, SC	Eric Sanford, DDC Engineering	$40	2015	
	x	Myrtle Beach, SC	Perform Underwater Construction Inspection of New Ocean Outfall	City of Myrtle Beach, SC	Eric Sanford, DDC Engineering	$40	2015	
	x	North Myrtle Beach, SC	Perfrom Underwater Inspection of Existing Ocean Outfalls	City of North Myrtle Beach, SC	Eric Sanford, DDC Engineering	$40	2014	
	x	North Myrtle Beach, SC	Perfrom Underwater Construction Inspection of New Ocean Outfall	City of North Myrtle Beach, SC	Eric Sanford, DDC Engineering	$65	2013-2014	
	x	Mount Gilead, NC	Raw Water Intake Stabilization	Montgomery County, NC	John N. Gilbert, Gilbert Engineering	$96	2013-2014	
	x	Union, SC	Remove Stop Logs from Emergency Gate, Neal Shoals Hydro	South Carolina Electric & Gas - SCANA	Hal Riddle	$30	2013	
x		Martinez, GA	Replace Gate Seals on Lock at Stevens Creek Hydro Station	South Carolina Electric & Gas - SCANA	Joe McGill	$33	2013	
x		Georgetown, SC	Investigate Campfield Arcadia Underwater Transmission Line	Santee Cooper	Adam Taylor	$57	2013	
x		Charleston, SC	Debris Removal West Ashley Pump Station & Removal of Epoxy at Bulkhead	Charleston Water Systems	Paul Lemelin	$340	2013	
	x	Atlanta, GA	Black & Veatch - Inspection of Raw Water Intake in Lake Lanier, Shoal Creek Raw Water Pump Station	Gwinnett County, GA	Black & Veatch, Dan Shaw	$50	2013	
x		Atlanta, GA	RM Clayton WRC, Nancy Creek Pump Station, Phase 1, Clear Debris/Change Pumps in Wet Well	City of Atlanta, GA	Western Summit - Shane Rutledge	$190	2013	
x		Charleston, SC	Crosstown Shaft Cleaning	Charleston Water Systems	Don Benjamin	$100	2012-2013	
x		Hanahan, SC	Inspect 84" Line. Perform Welding Repairs	Charleston Water Systems	Don Benjamin	$40	2012-2013	

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x		Chester, SC	Provide Underwater Cleaning of Floc Chambers @ Chester Metro WT Plant	City of Chester, SC - Chester Metro District Filter Plant	Jak Krehan	$12	2013	
x		Union, SC	Installed Stop Logs in Emergency Gate for Neal Shoals Hydro Plant	SCANA Corp. - SCEG	Hal Riddle	$49	2012	
x		Augusta, GA	Performed Repairs on Seals to Gates for Stephens Creek Hydro Plant	SCANA Corp. - SCEG	Joe McGill	$48	2012	
x		Mount Pleasant, SC	Performed Underwater Repairs to Diffusers on Effluent Outfall	Town of Mount Pleasant, SC	Greg Hill	$36	2012	
x		Charleston, SC	Remove Debris from Calhoun Street Shaft	Charleston Water Systems	Greg Daniel	$10	2012	
x		James Island, SC	Clean Blockage from West Ashley Pump Station	Charleston Water Systems	Claudet Parker Blanks	$12	2012	
x		Hanahan, SC	Remove and Replace Bar Screens on McCulloug Pump Station	Charleston Water Systems	Jonathan Walker	$12	2012	
x		Goose Creek, SC	Remove and Replace Bar Screens on Bushey Park Raw Water Pump Station	Charleston Water Systems	Jonathan Walker	$55	2012	
x		Daniel Island, SC	Clean Shaft & Pipeline	Charleston Water Systems	Greg Daniel	$39	2012	
x		Charleston, SC	Explore Sediment inVarious Shafts	Charleston Water Systems	Greg Daniel	$36	2012	
	x	Mount Pleasant, SC	Install New Chain Assemblies for Dock & Wave Attenuator Moorings	Brothers Property - Charleston Harbor Hilton Marina	Richard Coen	$514	2012	
	x	Surfside Beach, SC	Dive Inspection on Timber Piling, Surfside Beach Fishing Pier	Town of Surfside Beach, SC	DDC Engineering, Eric Sanford	$12	2012	
x		Charleston, SC	Inspection and Repair to Seals on Hopper Barges	Weeks Marine	Paul Stewart	$7	2011	
x		Wilmington, NC	Hull Survey on Ship	USS Chartering LLC	Wayne Alley	$13	2011	
x		Charleston, SC	Hull Survey and Underwater Repairs to Ship and Barges	Stevens Towing	Benjamin Smith	$28	2011	
x		Moncks Corner, SC	Assist with Dewatering of Locks at Jefferies Hydro	South Carolina Public Service Authority	Tom Henderson	$17	2011	
	x	Athens, GA	Inspect & Clean (8) Potable Water Storage Tanks	Athens / Clark County, GA	Chuck Barnes	$74	2011	

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x		Habersham County, GA	Inspect & Clean (2) Potable Water Storage Tanks	Habersham County Water	Gary Crocker	$8	2011	
x		Bennettsville, SC	Remove Floating Marine Grass From Plant Intake Screen Assemblies	Domtar Paper Company	Gerald Butler	$34	2011	
x		Chester, SC	Inspect / Clean Intake Facility Bar Screen Assembly	Chester Metro District	Jak Krehan	$16	2011	
x		Charleston, SC	Contaminated Diving Harbor Tunnel and Vortex Collection Shafts	Charleston Water System	Paul Lemelin	$196	2011	
x		Fort Mott, SC	Assist with Removal of Cassion Drill Equipment	Case Atlantic	Brian Moricz	$12	2011	
x		Charleston, SC	Underwater Inspection & Repair on Various Structures/Vessels	Steven Towing Company	Benjamin Smith	$15	2010	
x		Seabrook Island, SC	Clean and Inspect (2) Ground Storage & (1) Elevated Potable Water Tank	Seabrook Island Utilities	Tommy West	$14	2010	
x		Charleston, SC	Underwater Welding for Piling Removal	PCL Civil Constructors, Inc.	Andy Bennett	$19	2010	
x		Charleston, SC	Plum Island/West Ashley Pump Station Inspection	Charleston Water Systems	McClam Associates	$22	2010	
x		Charleston, SC	Underwater Inspections and Construction Services	Kinder Morgan Bulk Terminal	Stuart Schasteen	$50	2010	
x		Sumter, SC	Inspect and Clean Sediment From Elevated Potable Water Tank	City of Sumter	Allen Catoe	$6	2010	
	x	Savannah, GA	Underwater Inspection a (2) Marinas, Concrete & Timber Piling	Applied Technology & Management, The Landings, Savannah, GA	Kirby Marshall	$9	2010	
x		Augusta, GA	Provide Diving Services at Stevens Creek Hydro Facility	South Carolina Electric & Gas - SCANA	Joe McGill	$25	2010	
x		Moncks Corner & Iva, SC	Provide Diving Services at Jefferies & Rainey Generation Stations	South Carolina Public Service Authority	David Roell & Keith Smith	$56	2010	
x		Aiken, SC	Provided Diving Services to Remove & Replace Bolts in Spent Fuel Rod Pool, L-Area, Savannah River Nuclear Plant	Savannah River Nuclear Solutions	Lorri Wright	$65	2010	

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	x	Columbia, SC	Provide Diving Services to Install Effluent Outfall Pipe at Westinghouse Plant	Foundation Repair Services	Unspecified	$20	2010	
	x	Charleston, SC	Provide Diving Services to Extend Drop Shaft in Storm Water Tunnel	City of Charleston	Davis & Floyd, Mike Horton	$24	2010	
x		Chester, SC	Provide Diving Services to Remove Traveling Screen and Clean Clearwell	Chester Metro District	Jak Krehan	$45	2010	
x		Charleston, SC	Provide Diving Services, Plum Island, Ashley Crossing, Huger Street Shaft	Charleston Water System	McCabe, Benjamin, Parker-Blanks	$218	2010	
x		Charleston, SC	Provide Diving Services to Rig Dredge Pipe for Atlantic Dredging Co.	Atlantic Dredging	Operations Dept.	$16	2010	
x		Charleston, SC	Provide Diving Services on Barge, Tug & Ships at Salmons & Stevens Yards	Stevens Towing	Operations Dept.	$23	2009	
x		Monck Corner, SC	Provide Diving Services to Jefferies Generation Station	South Carolina Public Service Authority	David Roell	$49	2009	
x		Savannah, GA	Provide Diving Services to Rig Failed Concrete Mooring Structure	Peeples Industries	Frank Peeples	$33	2009	
	x	Charleston, SC	Provide Diving Services for Outfall Inspection @ Plum Island WWT Plant	Charleston Water System	Hazen & Sawyer Engineers	$25	2009	
x		Charleston, SC	Provide Diving Services for Piling Inspection and Wrapping	Kinder Morgan Bulk Terminal	Stuart Schasteen	$514	2009-2010	
x		Mrytle Beach, SC	Provide Diving Services on Dredge	Great Lakes Dock & Dredge	Engineering	$27	2009	
x		Charleston, SC	Provide Diving Services to Plum Island WWT Plant & West Ashley Pump Station	Charleston Water System	McCabe, Benjamin, Parker-Blanks	$293	2009	
x		Garden City , SC	Dive Inspection on Timber Piling, Garden City Beach Fishing Pier	Garden City Fishing Pier	Greenwall Construction	$7	2009	
	x	Charleston, SC	Provide Diving Services to Remove Potable Water Pipeline From Stono River	Charleston Water System	Chandler Construction Co.	$173	2009	
x		Moncks Corner, SC	Provide Diving Services to Jefferies Generation Station	South Carolina Public Service Authority	David Roell	$45	2008	

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x		Charleston, SC	Provide Diving Inspections at Kinder Morgan Bulk Terminals	Kinder Morgan Bulk Terminal	Stuart Schasteen	$43	2008	
x		Charleston, SC	Providing Diving Services on Dredge	Great Lakes Dock & Dredge	Russ Zimmerman	$75	2008	
x		Charleston, SC	Providing services to locate and repair 24" HDPE water main break at Fort Johnson	Charleston Water System	Larry Drolet	$384	2008	
x		Charleston, SC	Provide Diving Services at Huger & Limehouse Street Shaft.	Charleston Water System	Affholder Incorporated, 636-532-2622	$47	2008	
x		Charleston, SC	Provide Diving Services to Plum Island WWT Plant and at Rantowles Creek.	Charleston Water System	McCabe, Benjamin, Parker-Blanks	$126	2007	
	x	Cross, SC	Provide Diving Services to Support Reynolds, Inc. at Cross Generation Station	Reynolds, Inc.	Tim Porter	$55	2007	
x		Moncks Corner & Cross, SC	Provide Diving & Construction Services at Jefferies and Cross Generation Stations	South Carolina Public Service Authority	Santee Cooper Engineering	$121	2007	
x		Charleston, SC	Diving Services on USCG Cutters "Yellow Fin" & "Oak"	United States Coast Guard	Sector Charleston	$7	2007	
	x	Charleston, SC	Providing diving services at Colonial Lake Vortex (Rutledge Avenue and Queen Street)	Charleston Water System	Affholder Incorporated	$128	2007	
	x	Garden City , SC	Diving Inspection on Garden City Fishing Pier	Greenwall Construction Services	Dave Zabeck	$5	2006	
	x	Charleston, SC	Ashley River Sewer Tunnel Isolation and Dewatering	Charleston Water System, Charleston, SC	Affholder Incorporated	$98	2006	
x		Charleston, SC	Diving, crane, and tug services to assist with permanent repairs to 24" submarine pipeline in Stono River	Charleston Water System, Charleston, SC	Larry Drolet	$113	2006	
x		Charleston, SC	Diving services at Barre Street, Plum Island, South Street Terminal, Harbor Tunnel Pump Station	Commissioners of Public Works, Charleston, SC	Larry Drolet	$238	2004	
x		Isle of Palms, SC	Dive Inspection on Timber Piling, Seacabins III Fishing Pier	Seacabins III	Unspecified	$2	2204	
	x	Myrtle Beach SC	25th Avenue South Ocean Outfall - Inspect Stormwater Outfall	City of Myrtle Beach, SC	DDC Engineers - John Pellenz	$55	2003	

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x		Charleston, SC	Diving services at Barre Street, Plum Island, South Adgers Wharf, and Huger Street - Inspect tunnels and shafts	Commissioners of Public Works, Charleston, SC	Larry Drolet	$1.065 Million	2003	
x		Charleston, SC	Inspect tunnels and shafts, seal bulkhead doors.	Commissioners of Public Works, Charleston, SC	Larry Drolet	$443	2001-2002	
x		Charleston, SC	Inspect tunnels and shafts, seal bulkhead doors.	Commissioners of Public Works, Charleston, SC	Larry Drolet	$84	2000	
	x	Charleston, SC	Croghan Shaft modifications P. O. SC 9901 Subcontractor to Triad Engineering & Contracting, Contract/CPW # 9277-004 Diving services for "Wastewater Tunnel Inspection and Repair Project Plum Island and Limehouse Street Tunnel Shafts" - Diving services; carrier pipeline repair in tunnels; concrete placement.	Commissioners of Public Works, Charleston, SC	Triad Engineering & Contracting 7575 Northfield Road, Walton Hills, OH 44146	$974	2000 - 2001	
	x	Charleston, SC	Limehouse Street Shaft - Diving services; tie-in for new wastewater shaft and tunnel.	Commissioners of Public Works, Charleston, SC	Affholder Incorporated	$475	2000-2002	
x		Moncks Corner, SC	Raw water intake : pipeline installation - Lake Marion - Installation of 4,000 Lft of 42" HDPE submarine pipeline, including screen structure.	South Carolina Public Service Authority	Chris Hively	$576	1993	
x		Santee River at Hwy 41 Bridge	Installation of Submarine Cable Across Santee River	Bell South Telecommunications, Inc.	Brian Huff	$80	1993	
x		Monck Corner, SC	Installation of Concrete Piles & Navigation Markers - Lake Marion & Moultie	South Carolina Public Service Authority	Mark Carter	$43	1991	

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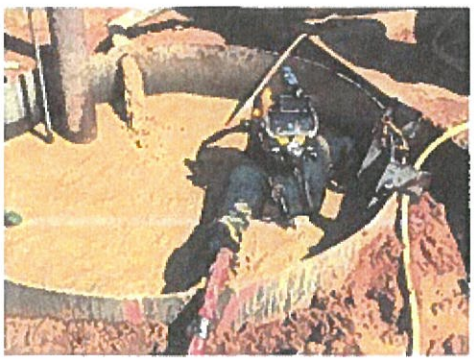
ABOUT SALMONS DREDGING

Salmons Dredging Corporation was founded by Harry V. Salmons in 1919 to provide dredging and marine contracting services, and then managed by his son, Richard W. Salmons until 1992. Over its history, the company has evolved into a general, heavy marine construction company. The company has been owned and managed by Richard W. Salmons Jr. since 1992. Salmons Dredging Corporation specializes in marine construction and provides commercial diving, marine services, and marine terminal operations to the industrial, transportation, government, utility, and service sectors in the southeastern United States. Our reputation is founded on quality; building a superior product, through innovation and professionalism.



Our Vision Statement: Salmons Dredging Corporation is a marine services company that is bound by its core values. Dedication to these values, to customer expectations, and to the development of each employee, will preserve our longevity and strengthen the communities we serve.

SALMONS DREDGING CORPORATION'S CORE VALUES

Salmons Dredging Corporation is committed to excellence which is represented in these core values:

INTEGRITY

Do what is right when no one is looking.

RESPECT

Talk to others as you would want to be spoken to.

CUSTOMER SERVICE

Exceed customer needs while maintaining company profits

LOYALTY

Defend your company

PRIDE

Be the face of your company

OWNERSHIP

Take care of what your company entrusts to you (customers, staff, equipment

HEAVY MARINE CONSTRUCTION

Salmons is a mid-size, diversified marine contractor specializing in heavy marine construction. Our construction services include: pile driving, marine facility and structure construction, repair and maintenance, bridge building, marinas, submarine utilities, and demolition. We have built an excellent safety record over nearly 100 years of successful operations. Project contracts range from $25,000 to $5 million.

WE SPECIALIZE IN:

- Marinas
- Piers
- Fender systems
- Dolphins
- Bulkheads
- Marine railways
- Timber, steel and concrete bridges
- Mooring installations
- Aids to navigation
- Submarine pipelines
- Submarine communication & power cables

- Intakes, effluents, and spillways
- Pile driving
- Specialty concrete restoration

WE INSTALL AND REPAIR:

- Marine structures
- Bridges
- Utilities
- Foundations

COMMERCIAL DIVING

Salmons Diving serves the inland market in the southeastern United States. Charleston's oldest commercial diving company and a member of the Association of Diving Contractors International since 1990, Salmons provides underwater services for vessel owners and operators, marine insurance carriers, government entities, engineering firms, utilities, and a wide variety of industrial companies. Our extensively trained, commercially-certified dive crews are ready 24 hours a day, 7 days a week to safely and efficiently meet our customers' needs.

WE INSPECT, MAINTAIN AND REPAIR:

- Bridges and piers
- Dams and hydros
- Mill and plant structures
- Vessels of all classes

WE SPECIALIZE IN:

- Contaminated diving services
- Potable water diving
- Aerator mooring systems
- Cathodic protection
- Clarifiers
- Gates and valves
- Intake and effluent structures
- Concrete repairs
- Trash racks
- Turbidity curtains
- Pipelines and tunnels
- Elevated tanks
- Cleaning and inspection

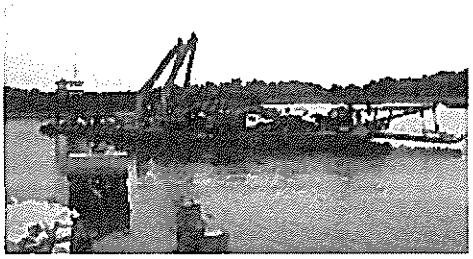
OUR VESSEL SERVICES INCLUDE:

- Cofferdam design and fabrication
- Non-destructive testing
- Underwater burning and welding
- Video and photographic inspections in lieu of drydocking
- Hull cleaning
- Pumping and recovery systems
- Salvage
- Owned and operated floating cranes, tugs, and barges
- Accreditation by major class societies

MARINE SERVICES & TERMINAL

Salmons provides quality marine services throughout coastal South Carolina and in neighboring states. We have established long term relationships with our customer base by delivering outstanding service in a timely, safe, and cost-effective manner. Services include floating cranes, deck barges and tugs for hire, roll on roll off deliveries by barge, launch service, and delivery of ship stores.

Salmons Terminal is located on Shipyard River off of the Cooper River in Charleston, SC, in close proximity to Charleston Harbor and all major shipping terminals. Our 10-acre facility provides nearly 700 feet of pierside berthing, 800 feet of fleeting, staging areas, and a barge loading ramp, for vessel operators, contractors, and project logistics



SALMONS

SALMONS DREDGING CORPORATION
Marine Contractors Since 1919

Post Office Box 42
Charleston, SC 29402
Tel: (843) 722-2921
Fax: (843) 723-4630
www.salmonsdredging.com

Salmons Dredging Corporation
List of Services

Serving the Southeastern United States for Over 100 Years
Founded 1919

Heavy Marine Construction Division

- Construct, Maintain, Repair and Service: Piers, Docks, Wharfs, Quays, Bridges & Marinas.
- Install, Maintain, Repair and Service Floating Dock Systems: Concrete, Wood, Aluminum & Composite.
- Install, Maintain, Repair and Service Breakwater / Wave Attenuator Structures: Steel, Wood, Composite or Floating.
- Install, Maintain, Replace and Service Piling for Marine Structures: Prestress Concrete, Treated Timber, Steel Pipe, Steel H-Piles, and Composite Piles.
- Install, Maintain, Repair and Service Bulkheads / Retaining Walls / Seawalls /Cofferdams / Coffer Cells / Dikes / Water Control Structures: Marine Timber Sheeting, Steel Sheeting, H-pile Wall Sections, Composite Sheeting, Combo Walls, Steel and Composite Pipe.
- Construct, Maintain, Repair, Replace Ship Docking Structures: Concrete Breasting Dolphins, Steel Mono-Pile Breasting Dolphins, Concrete Mooring Dolphins, Steel Mono-Pile Mooring Dolphins, Pipe Pile Mooring Structures, Composite Fender Systems, Timber Fender Systems, Steel Fender Systems, Floating Pneumatic Fenders, Floating Foam-Filled Fenders, Hanging Fender Panels w/ UHMW Wear Surface.
- Construct, Inspect, Maintain, Repair and Replace Fixed Pier Structures: Timber Construction, Aluminum Construction, Aluminum and Timber Combination, Aluminum and Composite Combination, Concrete Construction; Precast and Pour-in-Place.
- Construct, Inspect, Maintain, Repair and Replace Marine Travel Lift and Fork Lift Structures: Concrete Construction, Timber Construction, Steel Construction, Combination Concrete and Timber Construction, Combination Concrete and Steel Construction.

- Perform Certified Welding and Fabrication to Support Various Projects.

- Construct, Maintain, Repair, Replace Aids to Navigation

- Construct, Maintain, Repair, Replace Mooring Installations

- Construct, Maintain, Replace Submarine Pipelines, Communications and Power Cables

Commercial Diving Division

- Potable Water Diving
- Contaminated Diving
- Serving Hydroelectric Power Plants, Fossil Fuel Plants, Gas Turbine Plants, SC, NC & GA
- Inspection and Repairs at Dams, Spillways, Overflow Structures, Power Houses
- Stormwater Piping and Tunnel Systems
- Inspect, Clean & Service Raw Water Intakes
- Inspect, Clean & Service Intake Screen Assemblies
- Clean, Inspect, Replace Trash Rack Systems
- Dredge Pump Bay, Settling Basins, Around Screen Assemblies and Intakes
- Install Aerator Mooring Systems
- Inspect and Service Treated Process Water Discharge Systems
- Clean & Inspect Effluent Outfall Piping Systems
- Install and Service Cathodic Protection
- Work in Clarifiers
- Install and Service Turbidity Curtains
- Inspect, Video Document Findings and Dredge in Pipelines and Tunnels
- Inspect, Remove Sediment and Clean Elevated Tanks
- Inspect, Remove Sediment and Clean On-Grade and IN-Ground Tanks
- Cofferdams Design, Fabrication and Installation
- Install, Maintain, Repair and Replace Gate Seals
- Install and Un-Install Stop-Logs for Water Level Control
- Non-Destructive Testing
- Underwater Burning and Welding
- Underwater Color Video and Photographic Inspections
- Assistance Drydocking Ships
- Hull Cleaning and Inspection of Keel, Keel Coolers and Running Gear
- Pumping and Recovery Systems
- Salvage and Recovery
- Floating Cranes, Tugs and Barges
- Level I, Level II and Level III Underwater Inspection of Marine Terminal Facilities, Bridges, Port Facilities, Mooring Structures, Earthen Banks & Dikes, Water Control Structures, etc....
- Pile Encasement or Jackets

Licenses, Associations and Memberships:

- South Carolina Department of Labor and Licensing G10213
  - Unlimited Classification
    - Bridge BR5
    - Water Lines WL5
    - Specialty Marine MR5

- Member - Association of Diving Contractors International (ADCI)

- Approved Dive Team – United States Coast Guard

- Approved Dive Team – United States Navy

- Approved Dive Team – United States Army Corp of Engineers

- Member Georgia Association of Water Professionals

- Member – Water Environmental Association of South Carolina

- North Carolina AWWA-WEA Slam Member

- Maritime Association of South Carolina

- United States Propeller Club, Port of Charleston

- American Bureau of Shipping (ABS)

Marine Services Division

- Furnish Floating Crane Service (100 – 225 Ton Capacity)

- Tugs for Hire

- Crane & Material Barges for Hire

- Terminal Services: 800' Concrete Wharf on Deep Water Near Charleston Harbor

- Ramp Barge (Roll on - Roll off Deliveries) to Coastal Waterways, Islands, Dikes, Spoil Sites, etc....
- Launch Service for Delivery of Ship Stores, Spares, Parts and Supplies to Ships Calling Various Marine Terminals, Moorings and the Charleston Inner Anchorage
- Fuel Deliveries by Water
- Work, Dive or Salvage Platforms

Feel free to contact us for additional information on our capabilities.

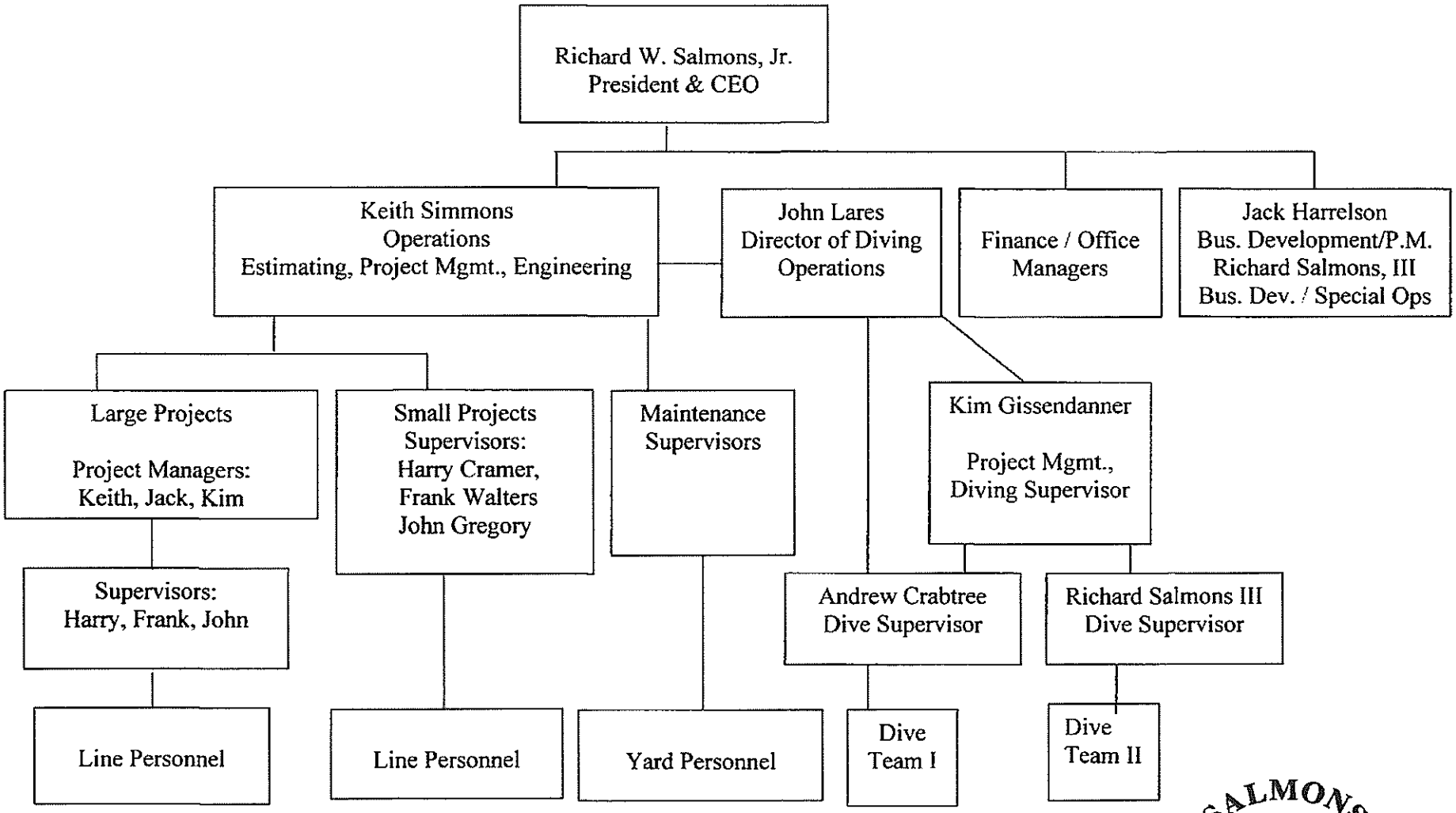
Please visit our website @: www.salmonsdredging.com

Best regards,
Salmons Dredging Corporation

Jack C. Harrelson, Jr.
Business Development/Safety/Project Management

SALMONS DREDGING CORPORATION

FUNCTIONAL ORGANIZATION CHART



May 12, 2020

ADCI

CELEBRATING 50 YEARS 1968-2018

ASSOCIATION OF DIVING CONTRACTORS INTERNATIONAL

HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

SALMONS DREDGING CORPORATION

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR

SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES

2019

MEMBER # 0457

Phil Newsum. Executive Director

Association of Diving Contractors International ★ Since 1968 ★ SAFETY • EDUCATION • COMMUNICATION

WWW.ADCI.INT.ORG

Salmons Dredging Corporation Equipment List

Boats
Tug Angela, 40' 600 HP
Tug KW, 25' 250 HP
Tug Dillard, 25' 600 HP
Miss Dillard, 24' crew boat
War Eagle, aluminum boat
Advantage, 34' Packman
Barges
Ramp barge, 120'x30' (2)
Supply barge 1, 110'x32'
Supply barge 2, 110'x32'
Little Boss rig barge, 120'x45'x7'
Captain Richard rig barge, 120'x40'x8'
Captain Harry rig barge, 150'x55'x8'
Cranes
Manitowoc 4000, 125 ton on Little Boss Rig
American 7260, 100 ton on Capt Richard Rig
American 5300, 70 ton - on Yard
American 9310, 225 ton - Capt Harry Rig
Forklifts
Graddall 544D, 10k
Graddall 544B, 10k
Genie, 10k
Genie, GTH 5519, 4K
Hyster
Welding Machines
Miller 250 amp (small one)
Miller 180 amp - Blue Star
Lincoln 250 amp (in frame)
Welder 300 amp (on wheels)
Pile Driving equipment
Delmag D19/42
Delmag D8/22
ICE 416 vibro
ICE 416 vibro
Compressors
IR - 185
Sullair - 185
IR - 185
Sullair - 185
Sullair - 750
Pumps
1" pump - GWP-25HX (divers)

2" pump - Honda (in box)
2" pump - Wacker PG2 - Honda XG120 4.4
2" pump - Honda WB20X - GX120 4.0
3" pump - Honda GX 240
4" pump - Honda GX 340
Generators
Dewalt generator - DG 6000
Honda generator - EM 6500 SX
Honda generator - EU 2000i, EAAJ-2068289
Honda generator - EU 2000i, EAAJ-1287186
Small equipment
Snapper - Honda GXV 390
Mikasa - Plate Tamp
Diver hydraulic power pack
4000 PSI pressure washer (new), PE-GCAKT-1370495
4000 PSI pressure washer (old), PE-GCAKT-1355309
DIVE EQUIPMENT
Diver Communications Systems
(Qty - 4) Amron 1 Diver Comm Unit
(Qty -3) Amron 2 Diver Comm Unit
Underwater Photography & Video Systems
(Qty - 2) Outland UWS-3410 Single Diver Feed
(Qty - 1) Outland CON-3500/D Two Diver Feed
Complete Nikonos V Still Camera System
Gas Analyzers
(Qty - 5) Nuvair Oxygen Analyzers - Pro O2
(Qty - 3) Honeywell - Gas Alert Quatro (multiple Gas Detector)
Dive Compressors
(Qty - 2) Quincy 325 /Kubota powered Dive Compressors
(Qty - 1) Quincy 340 / Lister powered Dive Compressor
(Qty - 1) Nuvair Nitrox Compressor
Dive Control Systems
(Qty - 1) N3 Diver Nitrox Control Console
(Qty - 2) Amron 2 diver Control System
(Qty - 3) Baytech Diver Control System
Medical Kits
(Qty - 3) ADCI Approved First Aid Kits
(Qty - 2) DAN Dive First Aid Kits
(Qty - 2) DAN Dive First Aid Kits with O2
Surface Supplied Dive Helmets
(Qty - 1) Desco Pot Dive Helmet
(Qty - 5) Kirby Morgan Dive Helmets (Harbor use)
(Qty - 5) Kirby Morgan Dive Helmets (Potable Use)
(Qty - 3) Kirby Morgan Dive helmets (Waste Water Use)
(Qty - 2) AGA Mask

(Qty - 2) KMB-18 Bandmask
Dive Drysuits
(Qty - 12) Drysuits (Waste Water Use)
(Qty - 10) Drysuits (Potable Water)
Surface Supplied Dive Harnesses
(Qty - 3) Dive Harnesses (Waste Water Use)
(Qty - 3 Dive Harnesses (Potable Water Use)
SCUBA Regulators
(Qty - 3) Zeagle Bailout Regulators for Nitrox
(Qty - 2) Bailout Regulators for Potable Use
(Qty - 2 Bailout Regulators for Waste Water
EGS - Emergency Gas Supply Hose Assemblies
(Qty - 4) EGS Whips (Nitrox)
Qty - 7) EGS Whips (Air)
Surface Supplied Dive Umbilicals
(Qty - 18) Various lengths for Harbor Use
(Qty - 6) Various lengths for Potable Use
(Qty - 8) Various lengths for Waste Water Use
(Qty - 4) Various lengths for Confined Space Use
Surface Supplied Deck Whips
(Qty - 21) Deck Whips of Various Lengths
Regulators
(Qty - 4) Western High Volume Air Regulators
(Qty - 1) Western High Volume O2 Regulator
(Qty - 1) Western High Volume Nitrox Regulator
Surface Supplied - Hot Water Machines
Baytech - High Volume Hot Water Unit
Northern - Hot Water Unit
Generators
(Qty - 2) Honda 2000 Watt Generators
(Qty - 1) Generac 2000 Watt Generator
(Qty - 1) 8000 Watt Northstar Generator
Pressure Washers
(Qty - 4) 4000 PSI Pressure Washers
PUMPS
(Qty - 2) Godwin 4" Trash Pumps
(Qty - 1) Godwin 3" Trash Pump
(Qty - 1) Spoartan 3" Trash Pump (Mud Hog)
(Qty - 1) Godwin 2" Trash Pump
(Qty - 2 Northstar 2" Pumps
(Qty - 1) Honda 1" Pump
(Qty - 1) Northern 1" Pump
Airlifting & Jetting
(Qty - 1) Baytech, Aluminum 8' Diameter X 10'L Airlift
(Qty - 1) Baytech, Zero thrust Jet Nozzle
Lift Bags
(Qty - 5) 2200 lb. Lift Capacity Bag

(Qty - 2) 2000 lb. Lift Capacity Bag
(Qty - 1) Pillow Style Lift Bag with 100' hose
Hydraulic Systems
(Qty - 2) Hydraulic Power Packs
Qty - Multiples) Hydraulic Tools including, Drills, breakers, chippers, Hammer Drills, Grinders, Polishers, Chainsaws, Circular Saws, Impact Wrenches, and Core Drills
WELDERS
(Qty - 1) Miller Bluestar 185
NDT
(Qty - 1) Cygnus UT Probe Set

References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: "See attached List"
Address: _____
_____
Phone/Fax: _____
Email: _____

Name: _____
Address: _____
_____
Phone/Fax: _____
Email: _____

Name: _____
Address: _____
_____
Phone/Fax: _____
Email: _____

Name: _____
Address: _____
_____
Phone/Fax: _____
Email: _____

Name: _____
Address: _____
_____
Phone/Fax: _____
Email: _____

SALMONS DREDGING CORPORATION

Piers, Docks, Wharfs, Bridges, Marinas

WORK REFERENCES

Kinder Morgan Bulk Terminals
1801 Milford Street
Charleston, SC 29405
POC: Mr. Craig Mullins
Phone 843-724-8002
Cell 843-514-5916
Email: craig_mullins@kindermorgan.com
POC: Mr. Matt Mooney
Phone 910-763-0104
Cell 910-515-9647
Email: Matt_Mooney@kindermorgan.com

Charleston Branch Pilots Association
6 Concord Street
Charleston, SC 29401
POC: Mr. Walter Prause
Phone 843-577-6695
Cell 843-200-5272
Email: wprause@charlestonpilots.com

Agru America
500 Garrison Road
Georgetown, SC 29440
POC: Mr. Andy Roberts
Phone 843-546-0600
Cell 843-833-3125
Email: aroberts@agruamerica.com

Steven Towing Company, Inc.
4170 Highway 165
Youngs Island, SC 29449-6042
POC: Mr. Johnson Stevens
Phone 843-889-2254
Cell 843-860-2575
Email: j.stevens@stevens-towing.com

City of Charleston, Department of Parks
823 Meeting Street
Charleston, SC 29403
POC: Mr. Edmond Most
Phone 843-958-6405
Cell 843-958-6405
Email: Moste@charleston-sc.gov

Safe Harbor Marina Charleston City
Safe Harbor Marina Bristol
Safe Harbor City Boat Yard
P. O. Box 759
Charleston, SC 29402
POC: Mr. Robert Freeman
Phone 843-577-7702
Cell 843-345-7702
Email: rfreeman@shmarinas.com
POC: Mr. David Rogers
Phone 843-577-7702
Cell 843-442-7706
Email: drogers@shmarinas.com

Dockside Condominium
330 Concord Street
Charleston, SC 29401
POC: Mr. Bobby Carrier
Phone 843-557-7288
Cell 843-437-3559
Email: GeneralManager@DocksideCharleston.com

James Island Yacht Club
734 Wampler Drive
James Island, SC 29412
POC: Mr. Paul Stubblefield
Phone 843-795-6060
Cell 843-200-2942
Email: pjstubblefield@icloud.com

Charleston Harbor Resort and Marina
20 Patriots Point Road
Mount Pleasant, SC 29464
POC: Mr. Oliver Rooskens
Phone 843-284-7038
Email: orooskens@charlestonharborresort.com

TESTIMONIALS

"Over the past 15 years Charleston Water System has had the pleasure of working with Salmons Dredging on a variety of different diving service projects. Several of these projects were emergency situations with the potential for dire circumstances and Salmons Dredging stepped up to help us in our hour of need. They made schedule changes, diverted crews and equipment worked at night and on the weekends; they did whatever was necessary to provide vital services to us. Salmons leadership, diving knowledge, experience and overall work ethic is outstanding, it has always been a comfort to us knowing they are just a telephone call away."

Kin Hill P.E., Chief Executive
Charleston Water System
Charleston, South Carolina

"Being that Salmons is a family owned business says it all. Pride and accountability are the first traits that I recognized from day one. Working hand in hand with your employees and their can-do attitude and abilities certainly makes doing business with your company effortless and pleasurable. Knowing that just one phone call will bring a prompt response and an array of skilled services with viable solutions to issues large or small says it all. Having the Salmons team available certainly makes the Vane Brothers operation run smoothly in the Charleston area."

Capt. Mason Keeter, General Manager - Port of Hampton Roads
Vane Line Bunkering Inc
Portsmouth, Virginia

"Salmons has completed all of our marina work for the past 17 years. They are always on time and within budget, and easy to coordinate with when operations must continue during construction."

Robbie Freeman, Regional Manager
Safe Harbor Marina Charleston City, Safe Harbor Marina Bristol, Safe Harbor City Boatyard
Charleston, South Carolina

"Mr. Salmons, Thank you for your quick and professional response this past weekend to our lost anchor case. Your folks mobilized quickly, set appropriate expectations for the salvage, remained flexible throughout the process and then exceeded all expectations by recovering the anchor earlier than anticipated. As a result of your crew's effort we were able to reroute traffic through the area Saturday night and then get the port opened back up for business on Sunday without further impacts to vessel schedules. The term "Bravo Zulu" comes from the 1949 Navy Book of Signals and means "well done"... a hearty "Bravo Zulu" to you and your crews from your Coast Guard."

Capt. M. F. McAllister, Previous "Captain of the Port"
United States Coast Guard
Charleston, South Carolina

MARINE CONTRACTORS

SALMONS DREDGING CORPORATION

GENERAL INFORMATION

Type of organization:	S Corporation (South Carolina)
Length of time in business:	100 years
Business lines:	Marine Construction, Diving
Federal ID #:	57-0405-903
Dun & Bradstreet #:	00 978 6880
Cage Code:	Cage 5K949
SIC Codes:	1629 (marine constr.); 7389 (other-commercial diving)
President /Secretary /Treasurer:	Mr. Richard W. Salmons Jr.

TRADE REFERENCES

Charleston's Rigging & Marine Hardware
P. O. Box 21255
Charleston, S.C. 29405
Tel: (843) 723-7145; Fax: 723-5859

Dillon Supply
1791 King Street
Charleston, S.C. 29405
Tel:(843)722-8851; Fax: 722-3038

Ace Marine Rigging and Supply
600 Arendell Street
Morehead City, NC 28557
Tel: (252) 726-6620; Fax (252) 726-7499

Skyline Steel Corporation
3200 Peachtree Blvd. - Suite 203
Duluth, GA 30136
Tel: (770)242-9007; Fax:242-0655

BANK REFERENCE

South State Bank	Helen Pratt-Thomas
34 Broad Street	Senior Vice President
Charleston, SC 29401	
Tel:	843/937-4346
Account No.	60040515

BONDING REFERENCE

USI Insurance Services, LLC	Mr. C. Criss Williams, Jr.
P. O. Box 386	Senior Sales Executive
Columbia, SC 29202	
Tel:	803-602-3020

EXHIBIT E

SALMONS

SALMONS DREDGING CORPORATION

Marine Contractors Since 1919

Post Office Box 42
Charleston, SC 29402
Tel: (843) 722-2921
Fax: (843) 723-4630
www.salmonsdredging.com

May 13, 2020

City of Charleston Procurement Division
75 Calhoun Street
Charleston, SC 29401

Attn: Robin B. Robinson or Chenette Singleton

Re: Proposal No. 20-P016R – Abandoned Vessel and Marine Debris Removal Services

Subject: Schedule of Estimated Pricing

Salmons Dredging Corporation offers the following schedule of estimated pricing for recovery or removal, transportation, handling, storage and disposal of abandoned marine vessels per the above referenced solicitation.

- Mobilization / Demobilization of Floating Equipment and Crews: $10,000 - $25,000

- Vessels that are Floating or Beached, but are in Reach of a Floating Crane:
  - 20' – 26' Long $8,000
  - 27' – 32' Long $10,000
  - 32' – 40' Long $12,000

- Vessels that are Submerged and Require Low Water or Divers for Access:
  - 20' – 26' Long $12,000
  - 27' – 32' Long $14,000
  - 32' – 40' Long $17,000

- Storage at Salmons Terminal
  - 1 – 14 Days $50/Day
  - 15 - 30 Days $75/Day
  - 30 – 90 Days $100/Day
  - 90 Beyond Negotiated

Please Note: The above Schedule of Estimated Pricing may or may not be applicable, depending on which vessels are identified for removal.

Costs are specific to each individual vessel that is desired to be removed, transported, stored or disposed.

Costs are based on multiple factors: Size and length of vessel, vessel construction, vessel condition, weight of vessel, location – submerged/underwater, in marsh, broken up in pieces and scattered in marsh, on bank, or on bottom, environmental condition, logistical hazards, equipment requirements or reach restrictions, etc….

Cost information will be generated and provided to the City's point of contact once a vessel has been identified for removal, and a site visit has been made to determine the logistics of recovery / removal, transportation, storage or disposal.

Storage fees will start with the first day of arrival of a vessel at Salmons Terminal

We sincerely appreciate the opportunity to provide the City of Charleston with our Schedule of Estimated Pricing. We consider the City of Charleston a valued customer and respectfully ask for your consideration of award of this solicitation.

Best regards,
Salmons Dredging Corporation

Jack C. Harrelson, Jr.
Business Development

3n.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: SECURITY SERVICES

REQUEST: Approval to establish a contract for Security Services with Metropolitan Security Services, Inc. DBA Walden Security, 100 East 10th Street, Ste. 400, Chattanooga, TN 37402. Solicitation #20-P002R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
BFRC	☒	☐		☐
Procurement Director	☒	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Various Account #: Various

Balance in Account * Amount needed for this item $381,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of this contract approves an hourly rate for armed and unarmed security services (16.41/hr., 20.79/hr. respectively) not included in the total contract amount of $381,000.00 to be used for special events and authorizes staff to approve the use of services for these special events for costs under $40,000.00 and to the extent budgeted funds exist.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Ranking-Sheet

Security Services RFP

Solicitation #: 20-P002R

May 29, 2020

Firm	Rankings of Scorers								Total
Guard One Security	2	2	2	2	2	2			12
Walden Security	1	1	1	1	1	1			6

5/29/2020

Buyer Date

6/11/20

Witness Date

Score-Sheet

Security Services RFP

Solicitation #20-P002R
May 5, 2020

Firm	Scores of Scorers						Total Score
American Guard Services, Inc.	86	75	75	75	55	65	431
Chief Services & Security Solutions, Inc.	46	67	75	50	65	40	343
Coastal Carolina Security DBA Signal 88 Security	70	59	65	60	65	50	369
Metropolitan Security Services DBA Walden Security	97	91	98	100	85	92	563
Sakom Netanak	68	46	50	55	55	19	293
SC Security Services	25	56	35	5	9	0	130
S&S Management Group, LLC DBA GuardOne Security	98	91	95	95	70	68	517
TECS Security Group	34	37	35	15	3	0	124
Trident Security Services, Inc.	65	90	80	60	55	30	380
Universal Protection Services / Allied Security	65	62	80	80	60	73	420

Buyer — Date: 5/5/2020

Witness — Date: 5/5/20

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND METROPOLITAIN SECURITY SERVICES, INC. DBA WALDEN SECURITY FOR SECURITY SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Metropolitan Security Services, Inc. DBA Walden Security (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Wireless and Telecommunications Consulting Services in accordance with Solicitation #20-P002R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-P002R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal
Exhibit E: Cost Proposal

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $381,000.00 (Three Hundred Eighty-One Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement 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, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors 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 or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor 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 bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	Metropolitan Security Services, Inc.
John J. Tecklenburg	Amy S. Walden
Mayor	Chairman and CEO
PO Box 304	100 East 10th St., Ste. 400
Charleston, SC 29402	Chattanooga, TN 37402
	DBA Walden Security

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. 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 SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that 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 the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____
Name

Date: _____

_____
Amy Walden
Chairman & CEO
Date: _____

_____
Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P002R	**Proposals will be received until:** March 5, 2020 @ 12:00pm
Proposal Title: Security Services	
Mailing Date: January 23, 2020	**Direct Inquiries to:** Robin Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

IMPORTANT

1. The City of Charleston (hereinafter the "City") desires to obtain the services of a professional security agency or organization for the purpose of protecting various City premises, and assisting and protecting employees and the public from disturbances, trespass, theft, loss, or damage, loss of life, hazards, and other prohibited and dangerous activities. The selected agency must demonstrate that it can provide quality security services, which coincide with the desired end results required by the City.

2. This solicitation seeks proposals responding to the Scope of Work for a **Security Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

3. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

4. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the

governmental bodies' mail room which services that purchasing office prior to the proposal opening.

5. Questions regarding this solicitation **must be submitted in writing to Gary Cooper or Robin Barrett Robinson no later than 1:00pm on February 11, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett Robinson, robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City 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.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal 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 shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

    A) 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 or a contract or subcontract, or to any solicitation or proposal therefore.

    B) 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.

17. OFFEROR REPRESENTATIONS

    Each Offeror by submitting a Proposal represents that:

    A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

    B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

    C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

    D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

    E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

    It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after 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 certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful 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 or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement 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, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the

Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City 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(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

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

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) 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 the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

40. INCORPORATION BY REFERENCE
The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES
The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL
Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE
(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING
Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION
For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is

conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization

Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. 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 the Governments 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 the fault or negligence of the contractor. If the failure to perform is caused by the 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.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a 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.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER
The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 20-P002R	**Proposals will be received until:** March 5, 2020 @ 12:00pm
Proposal Title: Security Services	
Mailing Date: January 23, 2020	**Direct Inquiries to:** Robin Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** 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: _____

_____

_____

Proposal Number: 20-P002R	**Proposals will be received until:** March 5, 2020 @ 12:00pm
Proposal Title: Security Services	
Mailing Date: January 23, 2020	**Direct Inquiries to:** Robin Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☐ No
If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City 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 Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

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. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, 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 City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, 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 City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston 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 City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

□ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

□ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

□ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	
Witness	

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

GENERAL INFORMATION

The City of Charleston (hereinafter the "City") desires to obtain the services of a professional security agency or organization for the purpose of protecting various City premises, and assisting and protecting employees and the public from disturbances, trespass, theft, loss, or damage, loss of life, hazards, and other prohibited and dangerous activities. The selected agency must demonstrate that it can provide quality security services, which coincide with the desired end results required by the City.

PROCUREMENT PROCESS

The RFP ***(Request for Proposal)*** is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov**. ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on February 11, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are

considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(March 5, 2020 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and six (6) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the services that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All bid packages should be clearly marked **"20-P002R Security Services".**
b) Bids **must be submitted by mail or hand delivered** (*in a box or envelope*) to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on March 5, 2020. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Experience of Offeror providing security to similar public facilities**
- **Previous experience in an organization of similar size and requirements**
- **Qualifications of management personnel assigned to the contract (include resume`)**
- **Sample of training programs and Standard Operating Procedures of the proposing firm**
- **Offeror's level of sophistication for reporting on post confirmation, availability of management to respond to the City's needs and contact information, and accessibility of management for emergency needs.**

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

SCOPE OF WORK AND SPECIFICATIONS

GENERAL OVERVIEW

The City of Charleston (hereinafter the "City") desires to obtain the services of a professional security agency or organization for the purpose of protecting various City premises, and assisting and protecting employees and the public from disturbances, trespass, theft, loss, or damage, loss of life, hazards, and other prohibited and dangerous activities. The selected agency must demonstrate that it can provide quality security services, which coincide with the desired end results required by the City.

SCOPE OF SERVICES

The Contractor shall furnish security services consisting of a specified number of uniformed, trained, armed, and unarmed security officers to protect City facilities and grounds. The Contractor will be responsible for furnishing all materials, supplies, and equipment (i.e. radios at the various facilities and sites). Station logs and incident reports shall be maintained at all times by security personnel reporting all unusual occurrences and building deficiencies. All station logs will be provided to the City's Procurement Director, On-Site Facility Manager and/or designee each day. Incident reports will be provided to the City's Contracts Coordinator, Procurement Director, On-Site Facility Manager and/or designee without delay upon completion. The Contractor will provide in its response the name and phone number of a local contact person who will be assigned to addressing immediate issues.

The Contractor will perform background checks on all Security officers and provide all required training, to include documented training on Hide, Run, Fight, as it is important for the Security officers to be familiar with the training the City has provided to employees. Officers should review this training annually. In addition, each officer should have documented customer service training. We prefer that all security officers have their CPR certification.

The Contractor should maintain accurate and complete personnel records, of training criteria, certifications, and biographical data of persons affiliated with this contract. The City should be notified if any assigned security guard fails to complete any required training, such as firearms training or fails to maintain a required certification. Please provide the steps the company would take such as performance plans, additional training, or other measures to ensure qualifications are met.

Security officer should possess a high school diploma. At least one year of college is preferable.

Security officers must have good oral and written communication skills. The ability to hear, converse on the telephone and radio is essential.

Security officer must demonstrate good judgment and tact, as well as a positive attitude toward the public and staff.

The City reserves the option to request meetings with the Contractor to review performance and other timely issues as the need arises in the opinion of the City's Contracts Coordinator. The City may request that the Contractor or its designated representative(s) be present for reviews. The City will make requests in writing if time permits and allow reasonable time for travel by the Contractor and its designated representatives.

If any disciplinary action or change in employment status should occur with any security officer, the successful Offeror should report this change within twenty-four (24) hours to the City's Contracts Coordinator, Procurement Director, On-Site Facility Manager and/or designee.

All Post Operating Instructions Manuals are to be reviewed and pre-approved by the Procurement Director, On-Site Facility Manager and/or designee. The City reserves its right to modify, change, add and/or delete at any time any word, phrase, and/or section of the Post Operating Instructions Manual as it deems necessary.

MINIMUM REQUIRED KNOWLEDGE, SKILLS, MENTAL AND PHYSICAL ABILITIES OF SECURITY OFFICERS

All contracted security force employees should, at a minimum, meet the following standards and physical requirements, maintain required appearance, be capable of performing the following duties, and operate equipment as described herein.

- Ascertain pertinent and complete information from the scene for report writing.
- Write reports ensuring they are grammatically correct, legible, and chronologically correct.
- Ensure that all paperwork is submitted in a timely fashion.
- Pass daily uniform inspections.
- Pass daily equipment inspections.
- Ensure that all schedules are met on time.
- Maintain a highly visible presence within and around City facilities as assigned, for the purpose of deterring crime, maintaining good relations with staff and visitors to City facilities, providing an identifiable source to go to for assistance, guidance, protection and service.
- Evaluate and determine the correct response to situations that may arise using the greatest level of discretion.
- Perform court security in all court environments if assigned, including ensuring decorum as instructed.
- Ability to provide, upon request, administrative services such as answering the phone, greeting visitors, providing requested information, and announcing visitors to the appropriate department or contact.
- Respond to calls, complaints and questions in a timely and professional manner from City staff and the general public related to security at City facilities.
- Evaluate and use the most direct and safe route to a call for service and assistance.
- Patrol all assigned areas as directed by post Standard Operating Procedures and instructions in order to maintain a safe working environment and protect property and take appropriate actions to deal with situations that need security attention.
- Direct traffic and perform crowd controls as required.
- Provide support for Law Enforcement Officers upon their arrival on site as necessary.
- Make quick decisions for the safety of oneself, staff and the general public.
- Interact effectively and professionally with City staff, the general public, and fellow security officers.
- Be willing to work in a physical environment in which you may encounter hazardous working conditions, hazardous materials, and/or personal danger.
- Be knowledgeable, skillful and have the abilities required to perform the security functions in a professional manner to include but not limited to being familiar with local,

State and Federal laws applicable to contracted security forces and operating security related equipment.

- Ability to work in situations involving confusion and potential danger to oneself, City staff, general public and other security personnel.
- Ability to command authority from City staff and members of the general public through a calm demeanor and appropriate actions.
- Ability to quickly learn new procedures and policies.
- Ability to sufficiently perform basic first aid procedures.
- Ability to sufficiently communicate verbally and in writing effectively with others using both technical and non-technical language.
- Ability to sufficiently understand and follow oral and/or written policies, procedures and instructions.
- Ability to sufficiently prepare and present accurate and reliable reports containing findings and recommendations.
- Ability to speak and hear clearly with or without reasonable accommodations to communicate effectively.
- Possess sufficient clarity of vision or other powers of observation with or without reasonable accommodations to observe security related activities in the course of the security assignment to include near, midrange, far depth perception, color and fields of vision.
- Possess sufficient manual dexterity with or without reasonable accommodations to operate security equipment and detain individuals.
- Possess sufficient personal mobility and physical reflexes with or without reasonable accommodations to patrol assigned areas on foot.
- Security Officers must at a minimum be capable of the following physical activities during their shift:
    1. Standing – 40%
    2. Walking – 30%
    3. Sitting – 30%
    4. Talking and hearing in person, on the phone, with City staff, the general public and other security personnel – 100%
    5. Perform other physical activities including reading, writing, running, reaching, bending, stooping, kneeling, jumping, lifting, tasting, smelling, twisting, climbing, balancing, and handling as may be required.

GENERAL DUTIES OF SECURITY SERVICES CONTRACTOR

Security officers are required to be and demonstrate that they are physically fit, mentally alert and emotionally stable to respond to routine and emergency situations, and make competent decisions regarding all situations that may arise during the performance of the job.

Security officers must be trained and alert at all times and must take appropriate actions as instructed by their company's operating procedures, rules and regulations on the following, but not limited to:

1. Emergencies (fires, injuries, illness, etc.)
2. Break-ins or vandalism;
3. Breach of security;
4. Safety or hazardous conditions;
5. Unauthorized or suspicious persons;

6. Repair or maintenance problems;
7. Complaints or information; and
8. Disturbances or any other actions that would jeopardize the security or safety to City property, visitors, or staff.

Note: Incident reports will be filed on the above actions and a copy forwarded to the City's Contracts Coordinator, On-Site Facility Manager and/or designee.

In addition to the Contractor's standard operating procedures, security officers should keep a daily activity report to be sent via e-mail each day to the designated point of contact(s).

Security officers will enforce the established system of control at entrances and exits throughout the premises as requested by the City.

Security officers should patrol and observe assigned areas for security of the City's property, staff, and visitors.

Utilizing phones provided, the City requests daily tracks using "dots" at various locations in the building for scanning. This will help to ensure more accountability.

Security officers should conduct security inspections of designated areas during normal working hours to determine that they are properly secured and otherwise in good order.

Security officers will respond to fire and security alarms.

Security officers will act as necessary in carrying out the best interest of the City in the event of disaster or disorders such as fires, accidents, riots, or the committing of criminal acts. Contractor shall be familiar with the City's safety, security and emergency plans, procedures, protocols, and assist as directed.

Security officers will constantly be on the alert for matters of fire and safety interest, and promptly report all fire and safety violations and hazards.

Security officers should safeguard data, materials, and equipment against unauthorized access, loss, theft, or damage.

Security officers will make routine or special reports, as directed, concerning security and safety matters, general policy violations, and all unusual events, "Incident Reports and Logbook Entries".

Security officers will at all times, preserve the peace, protect life, limb, and property, prevent crime, and enforce all City rules and regulations.

Security officers must report all unusual incidents that occur on City property and report all information received concerning the violation of any City policy or rules and regulations. Security officers shall not conceal, repress, ignore, or alter the facts of any such violation.

Security officers will pay close attention to laws prohibiting the carrying of weapons on public premises, and as with all crimes and emergencies notify proper law enforcement authorities immediately of any violations.

Security officers will be completely familiar with service animal regulations and the City policies concerning such laws.

EMERGENCY PROCEDURES

One of the main responsibilities of the Contractor is responding to emergency situations. A security officer is expected to act in the best interest of the City by exercising its best judgment and common sense to take necessary action in emergency situations.

1. Any emergency such as fire, explosion, injury, bomb threat, or civil disorder will rate priority over normal security duties.
2. The following general emergency procedures will be adhered:
    a. Emergency actions and call procedures contained in the Contractor's Post Operating Instructions Manual shall conform to the City's emergency procedures;
    b. Allow only authorized visitors and emergency crews to enter;
    c. Give no information regarding emergencies to the public or press; and
    d. The security officers on duty will be responsible for the preparation of a complete report concerning an emergency of any kind. It is important that detailed notes be made throughout the emergency as to the time various actions are taken, all factual information, names of witnesses, etc. The Incident Report form will be used to make reports of this nature.

PATROLS

Patrols are utilized to protect assets and to ensure all areas of the facilities and sites are adequately protected. Patrols permit the security officer to search for anything likely to cause personal injury, threaten life, or damage property.

When making patrols, attention must be given to any condition or hazard that can play a part in endangering life or property.

Some of these conditions, depending on the type of site, and areas of interest are: fire, inoperative fire hoses, extinguishers, alarms, unusual heat sources, gas leaks, broken steam, gas, oil, water or chemical lines, debris, broken or loose wire, obstacles and obstructions, wet floors, poor lighting, lockers and rest rooms, strange heaps or bundles (maybe and employee who has fainted or been injured), phones tampered with, fire escapes, exits or windows. All of these conditions will be investigated and promptly reported.

Security officer should take action to ensure that unauthorized persons leave the building and grounds. Ensure that a full report is made of each incident.

Security officer will turn into the appropriate authority, all lost, stolen, or unclaimed property coming into their possession during a patrol or at any other time.

Security officer should be particularly aware of sensitive areas, which may include management offices, computer rooms, personnel record areas, permit and licensing areas. The security officer will question any unauthorized person found in any of these areas and will request the person to leave the area. A full report will be made of the incident.

NO SOLICITATION POLICY

The distribution of literature or solicitation from external sources on the City's property unless authorized by the City is strictly prohibited. Also, strictly prohibited is the solicitation of any kind, for any purpose, from any employee of the security agency.

PERSONNEL / VISITOR CONTROL

Loiterers are not permitted on the premises; most particularly in parking areas and in the vicinity of the security post. Any person observed loitering will be requested to state his business and, if he has none with the City, they will be requested to leave the premises.

COMMUNICATIONS

The Contractor will be responsible for furnishing two-way communication devices and/or smart phones necessary to perform communication functions to its personnel. (See Equipment List)

The security officer may be provided access to a telephone at City facilities to conduct necessary work related to business. Security officers are prohibited from using City telephones to make personal calls (local or long distance). The Contractor will be charged for personal calls if they appear on City's telephone bills.

GENERAL RULES OF CONDUCT

Security officers should not leave their post until properly relieved.

Security officers shall not communicate any confidential or restricted City information or orders to any person other than another officer or the person for whom it is intended.

Security officers shall avoid expressing their opinions to other officers, City employees, or visitors concerning such controversial matters as politics, religion, pay, or City policies and procedures.

Security shall not sell any form of merchandise to any person while on duty or while on City property.

Security officers shall maintain all City equipment issued in good condition.

Security officers shall use care and caution in handling City property and report immediately, in writing, any property that is lost or damaged.

Security officers shall keep their work area clean and neat at all times.

Security officers shall not use City office equipment, supplies, etc., unless authorized by City personnel.

UNIFORMS AND APPEARANCE

Security officers must present a neat, clean appearance and must wear a uniform that readily identifies the security officer as an employee of the Contractor. Uniforms must fit properly. Security officers must look, speak, and act like a professional. Appearance must meet the standard generally accepted for personnel in the business of providing security in a military or professional law enforcement organization. Excess jewelry, extreme hairstyles, unprofessional fingernail styles and lengths are not acceptable.

WEAPONS
Security officers will not carry a weapon on duty unless authorized to do so per the Contract and are duly licensed.

SECURITY SUPERVISOR
The Contractor shall provide, at its own expense, a full-time (40 hours per week) over-all security supervisor for the City. This person shall be the liaison between the City's Contracts Coordinator and the Contractor. The intent is that this position will not be directly billed to the City. (See Cost under Criteria). This person shall conduct monthly field visits and provide a report of these visits.

CITY HOLIDAYS
Most City facilities are closed for routine Holidays. Unless otherwise specified, security officer services will not be required at City facilities where services are provided only during normal City working hours. Exceptions to the policy are outlined in the attached Schedule of Facilities on the Cost Data Form. The City does not pay the Contractor any overtime pay for sites requiring 24/7 coverage or for those shifts that may be added over and above the scheduled shifts as covered in the resulting security contract.

City Holidays
New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving
Christmas

NOTE: The City Holiday Schedule for each of the contract will provided to the Contractor once approved by the City.

CONTACTS FOR THE CITY
For the day-to-day administration of the security officer service contract, the Facilities Management Department personnel are to be the main point of contact as provided below. They are to be notified in numbered order of all emergencies, unusual incident reports, etc., for which the City should have immediate knowledge. (If the first contact is unavailable, then notify the second contact and so forth.)

1. City Hall
   80 Broad St.
   Charleston, SC 29401
   Lt. Byrne, CPD

2. Greenberg Building
   180 Lockwood Blvd.
   Charleston, SC 29403
   Lakesiya Cofield

3. Permit Center
   2 George St.
   Charleston, SC 29401
   Frank Simone

4. Hazel Parker Playground
   70 East Bay St.
   Charleston, SC 29401
   Wes Chappell

5. Special Events
   Authorized City Official

6. 75 Calhoun Street
   3rd Floor
   Charleston, SC 29401
   Kay Cross or Gary Cooper

SECURITY FACILITIES AND SITES

Throughout the term of the Contract, the City reserves the right to add and / or delete services and locations, and modify hourly schedules as necessary.

RFP #20-P002R

COST DATA FORMS

Page 1

Date: _____

Offeror: _____

Address: _____

_____

Phone: _____

Email: _____

By submitting this proposal, the undersigned Offeror represents:

1. That the Offeror has carefully examined specifications for the Work;

2. That the Offeror is familiar with all the conditions surrounding the performance of the Work;

3. That, if awarded the Contract, the Offeror will provide all labor, material, supplies and equipment necessary to execute the Work in accordance with the Contract Documents;

4. That, if awarded the Contract, the Offeror will establish services after the issuance of a "Notice to Proceed" as required in the RFP;

5. That the Offeror understand that the City reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Work is cancelled, postponed, or if it is in the best interest of the City of Charleston;

6. That, if awarded the Contract, the Offeror will enter and execute a contract as required in the RFP;

7. That the Offeror is legally able to enter into and perform a contract, if awarded;

8. That, if applicable, the Offeror is current on all taxes and fees owed to the City.

RFP #20-P002R

COST DATA FORMS

Page 2

In Compliance with Request for Proposal_____, the undersigned hereby proposes to provide all materials, equipment, and labor to provide security services at various City of Charleston facilities and sites for the following cost (all prices shall include applicable sales taxes):

An individual Proposal Price must be submitted for each site to be considered for award. **Prices must be firm for the entire contract period** and each consecutive contract period the City exercises the option to extend the contract. **Prices shall include all applicable taxes.**
Please provide offerer's percentage mark-up on hourly rate, and complete below using standard rates.

Location	#	Unarmed/Armed	Schedule	Time	Days/Wk	Hrs/Wk
City Hall 80 Broad St.	1	Armed	M-F	8am-5pm	7	45
			S-S	12pm-6pm		12
	1	Armed	M-F	8:30am-5:30pm	5	45
Greenberg Building 180 Lockwood Blvd.	4	Armed	M-F	8am-4pm	5	40
		Armed	M-F	9am-5pm	5	40
		Armed	M-F	7am-3pm	5	40
		Armed	M-F	9am-5pm	5	40
Permit Center 2 George St.	1	Armed	M-F	8:30am-5pm	5	40
Hazel Parker Playground 70 East Bay St.	1	Armed	M-F	9am-6:30pm		47.5
			Sat	10am-4pm		6
			Sun	12pm-6pm		6
75 Calhoun St 3rd Floor	1	Armed	M-F	8:30am – 5:00pm	5	40
Special Events	# of Guards, Armed/Unarmed, Dates, Times and Hours will all vary depending on the event.					
						Total Estimated Weekly Cost
						Total Estimated Annual Cost

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: February 20, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P002R – Security Services

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 **In RFP #20-P002R, page 6, Section 24 Notice to Proceed mentions the payment of "Performance and Payment Bonds" to the City. This is the only referenced to bonds I see. My question is, are bonds required for the contract?**

A-1 No.

Q-2 **Do you anticipate extending the due date?**

A-2 We do not.

Q-3 **What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?**

A-3 The committee will evaluate each proposal based on the criteria listed in the RFP. The committee may choose to shortlist or to make an award and proceed with a contract.

Q-4 **Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?**

A-4 It was not.

Q-5 **Other than your own website, where was this bid posted?**

A-5 The notice was advertised in the Post & Courier, The Chronicle and on SCBO (South Carolina Business Opportunities) website.

Q-6 Who is the incumbent?

A-6 Universal Protection Service DBA Allied Universal Security Services is the incumbent.

Q-7 When were they awarded the contract? Copy of current contract?

A-7 The City entered into contract with Diamond Security in 2007 (now Universal Protection Service DBA Allied Universal Security Services).

Q-8 What is the current bill rate?

A-8

Armed Security Officer	$16.30/hr.
Unarmed Security Officer	$14.57/hr.

Q-9 What was the previous bill rate?

A-9

Armed Security Officer	$14.08/hr.
Unarmed Security Officer	$15.75/hr.

Q-10 Is overtime rate lined in the contract?

A-10 Yes it is.

Q-11 What was the contract amount spent last year?

A-11 For 2019, the City spent a little more than $300,000.00

Q-12 Is there any minimum wage/pay?

A-12 No.

Q-13 Does the district abide by any city Living Wage Ordinances or just minimum wage?

A-13 Federal Minimum Wage.

Q-14 Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?

A-14 No.

Q-15 Is there a desired page limit for the proposal submission?

A-15 There is not.

Q-16 Are vehicles required for this bid? If so, how many and what type are needed?

A-16 Vehicles are not required for this RFP.

Q-17 How many vehicles and what types of vehicles is the incumbent using?

A-17 No vehicles are being used.

Q-18 Are there any more equipment required other than which it's mentioned in the proposal?

A-18 No.

Q-19 Is this bid subject to a union or CBA?

A-19 It is not.

Q-20 Is it mandatory to have subcontractor Minority or Women Owned Business? Or are there any goals if we have Minority or Women Owned Business subcontractor?

A-20 This is not mandatory. Our RFP does not require you to be a M/WBE or to sub. The City has goals and we ask that you help us to meet those goals. These goals are a request, not a requirement. We recognize SC W/MBE certification. You do not have to be certified with us or the state or sub to be able to submit a proposal. If you do subcontract, you will need to complete Affidavits A and B. If you plan to self-perform, you will need to complete Affidavit C.

Q-21 Does this bid require bid bond or performance bond? If yes, how often have you assessed liquidated damage, if applicable?

A-21 No.

Q-22 In RFP 20-P002R, page 19, notes the MWBE Compliance Requirements forms needed. The instructions can be interpreted in one of 3 ways which are: A&B, A&C or just C

If we are planning to use No Subcontractors, do we return A & C or just C.

A-22 If you are going to subcontract, you will need to complete A & B. If you are going to self-perform, you will complete C. See A-20.

Q-23 **In RFP #20-P002R, page 29 – Scope of Services, notes Hid, Run, Fight, Training. Can you elaborate on the costs involved for this training and where it was taken? We would want our guards to have the same training.**

A-23 Training was obtained from Homeland Security website, no cost.

Q-24 **We would like to provide all the coverage ourselves and not sub out any portion. We are a nationally recognized WBE company with our majority of ownership falling under our female owner. I noticed on the cover page, the question is asked about whether or not we are a WBE certified company with the state of SC. Does our national recognition count to allow us to meet your requirements, or do we have to either become a SC recognized company or sub out 20% of the coverage?**

A-24 Our RFP does not require you to be a M/WBE or to sub. The City has goals and we ask that you help us to meet those goals. These goals are a request, not a requirement. We recognize SC W/MBE certification. You do not have to be certified with us or the state or sub to be able to submit a proposal.

Q-25 **This is 100% armed based on the location sheet, correct? You are not wanting armed and unarmed rate as part of the request?**

A-25 Please provide both rates.

Q-26 **On page 34, under Communications, it says to see equipment list for devices needed. Looking all through the documents, we are not seeing such equipment list. Could this please be provided?**

A-26 There is no equipment list.

Q-27 **Is the City license required at the time of bid? Or upon award?**

A-27 It is required upon award.

Q-28 **Could you please clarify the below highlight?**
"Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please

do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office."

A-28 The solicitation number for this RFP is #20-P002R. If you are sending in a proposal, please make sure that number is written somewhere on your mailing package. If you are sending us any correspondence not related to this RFP, please Do Not put the solicitation number on it. We do not open our RFPs or IFBs until the date and time stated in the solicitation document that they are due.

Q-29 Can you confirm that no overtime rate is to be paid by City of Charleston for "additional/special request" officers?

A-29 Yes.

Q-30 Do you have stipulations on the wages for the officers? Can you share the current wage?

A-30 Wages to be negotiated.

Q-31 I believe I understand that contractor is to provide the "round keeping" apparatus. Do you know how many checkpoints you currently have? Does each building have its own device?

A-31 TBD

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

City of Charleston

Procurement Division

75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2

T: (843) 724-7314
F: (843) 720-3872

DATE: February 21, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P002R – Security Services

This addendum #2 to the solicitation is being made for the following reasons:

Please find the attached corrected Cost Data Forms page 2. Please use this in lieu of the form in the RFP packet.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

COST DATA FORMS
Page 2

In Compliance with Request for Proposal #20-P002R, the undersigned hereby proposes to provide all materials, equipment, and labor to provide security services at various City of Charleston facilities and sites for the following cost (all prices shall include applicable sales taxes):

An individual Proposal Price must be submitted for each site to be considered for award. **Prices must be firm for the entire contract period** and each consecutive contract period the City exercises the option to extend the contract. **Prices shall include all applicable taxes.**

Location	#	Unarmed/ Armed	Schedule	Time	Days/ Wk	Hrs/ Wk	Hourly Rate	Estimated Cost per Week
City Hall 80 Broad St.	1	Unarmed	M-F	8am-5pm	7	45		
			S-S	12pm-6pm		12		
	1	Armed	M-F	8:30am-5:30pm	5	45		
Greenberg Building 180 Lockwood Blvd.	4	Unarmed	M-F	8am-4pm	5	40		
		Unarmed	M-F	9am-5pm	5	40		
		Armed	M-F	7am-3pm	5	40		
		Armed	M-F	9am-5pm	5	40		
Permit Center 2 George St.	1	Unarmed	M-F	8:30am-5pm	5	40		
Hazel Parker Playground 70 East Bay St.	1	Unarmed	M-F	9am-6:30pm	7	47.5		
			Sat	10am-4pm		6		
			Sun	12pm-6pm		6		
Special Events	# of Guards, Armed/Unarmed, Dates, Times and Hours will all vary depending on the event.							
Total Estimated Weekly Cost								
X 52 Weeks								
Total Estimated Annual Cost								

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City 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 Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

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. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, 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 City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, 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 City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston 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 City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

March 05, 2020

Robin B. Robinson
City of Charleston
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401

Dear Ms. Robinson:

Safeguarding your assets—your people, resources and the community as a whole—is undoubtedly a top priority for City of Charleston. You seek the best fit with a partner that minimizes risk and promotes stable operations; reliability and efficiency cannot be compromised. However, what qualities determine which program is the best fit for your needs?

In our response to your proposal request, we have we have taken particular care to address the ways in which Walden Security aligns with your fundamental requirements needed for a prosperous partnership. We also define the ways in which we contribute intangible, unmatched value as a consultative partner with innovative suggestions and presenting cost-efficient solutions. Our personalized reommendations for the City of Charleston include:

- Remote patrol verification tracking and reporting, with tools that affords the City of Charleston to access real-time information
- Award-winning training programs led by experienced, certified professionals to promote security officer retention and consistently superior job performance
- Customized training for all officers to include Run, Hide, Fight and Active Shooter Training for an added level of preparedness and efficiency

Our president, Michael S. Walden, says it best: "*We believe that people still do business with people, not companies.*" From our officer recognition programs to our dedicated operations support, the investment in our team translates to industry-leading retention rates and superior service. The quality of that service guarantee is backed by our ISO 9001:2015 Certified Quality Management System that documents and records all key performance indicators and maintains contract compliance through a schedule of inspections, customer surveys, audits, reports and investigations of complaints.

Our Partnership Model – Walden Security's Charleston branch embraces a model where our corporate operations and branch leadership collaborate, frequently visiting your site to ensure we are providing the best trained officers who are exceeding your expectations.

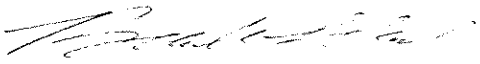
There are several other distinct ways you'll experience the difference with Walden Security, which we elaborate on in the proposal, including:

- **Full-Service Support:** Centrally located near your sites, our fully staffed branch office team includes full-time human resources professionals, a field support team and a pool of local security officers who support growth or emergent personnel needs.
- **Compliance Focus:** As an ISO-certified quality management service organization, we are always seek ways to improve our processes and operations for your benefit. Our membership with ISNetworld® also supports our pursuit to partner with organizations seeking preeminent safety, health and compliance programs, and communicates our ability to meet these critical requirements.
- **Emphasis on Appearance:** As part of their onboarding process, each new security officer receives five full sets of uniforms at no cost to them. Any replacements they require are also complimentary. This and other personnel-focused best practices reduce turnover and maintain high performance standards.
- **Award-winning Training:** Excellence awards were presented to Walden Security for our Initial Security Officer Training (ISOT), *The Walden Way* orientation program and Operations Manager Training Program. Our state-certified trainers deliver these programs to your designated security officers as part of our custom program for you, which may also include specialized training, such as C-TPAT, CPI and First Aid/CPR/AED certifications as well as Defensive Driving and Active Shooter training.

As your business development manager, I am committed to providing you with an innovative, efficient security services program. Should you have any questions about Walden Security or our proposal, please contact me directly at 980.201.1876, or via email at brandon.shepherd@waldensecurity.com.

I look forward to showing you how Walden Security is *Setting the Standard by Setting the Example.*®

Sincerely,



Brandon Shepherd
Business Development Manager

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EXECUTIVE SUMMARY

The benefits from having aligned values and expectations are priceless, especially in business. In presenting our proposal for a partnership with the City of Charleston, we address our services, qualities and personalized program recommendations that substantiate our ability to best fit your site-specific and industry-required needs. We also outline ways in which we offer several intangible, unparalleled value that is otherwise unattainable in our industry. As a forward-thinking, consultative partner, we guarantee ongoing suggestions around cost-savings, efficiency and innovative solutions.

For your current security program needs, we are recommending:

- Remote patrol verification tracking and reporting, with tools that affords the City of Charleston to access real-time information
- Award-winning training programs led by experienced, certified professionals to promote compliance, security officer retention and excellent job performance
- Customized training for all officers to include Run, Hide, Fight and Active Shooter Training for an added level of preparedness and efficiency
- Proven employee retention benefits and programs to build loyalty and ensure efficiency with our workforce

THE TENETS OF A SUCCESSFUL SECURITY PROGRAM

Our operational model has proven successful for 30 years, which is why we are one of the nation's fastest-growing security companies with a reputation as a responsive, detail-oriented service leader. We believe we

distinguish ourselves from other security services providers in a number of important ways and enjoy significant competitive strengths, including the following:

Qualified People & Proven Recruiting Process: Using recruiting and screening methods that are both comprehensive and expedient, we only select candidates who match our core values, meet your standards, demonstrate a readiness to go beyond the scope of work and subscribe to our commitment of *Setting the Standard by Setting the Example®*.

The Latest in Security Technology: We will supplement your existing security program with workforce management and field technology. In addition, we can offer RemoteCheck virtual guard services, remote CCTV monitoring, access control and a variety of advanced solution to augment your security program and/or potentially provide cost savings.

Award-Winning Employee Relations & High Employee Retention: We go out of our way to show our employees that we value them, and our industry-leading retention rate demonstrates our employees' loyalty and provides the quality and stability you want in a security force. We maintain superior relationships with our employees and foster retention by offering above-market wages, meaningful insurance benefits, performance recognition, career development opportunities and more.

Extensive Transition Experience: We execute seamless transitions, with no lapse in security. We will handle every detail to make sure the transition to Walden does not disrupt your operation in any way.

Innovative Employee Training: Walden Security provides our officers with instructor-led, classroom Initial Security Officer Training, on-the-job training and ongoing in-service training. By placing full-time, state-certified training instructors in every branch, our security officers are fully licensed and trained before ever working a shift on their own.

Certified Quality Assurance: Our ISO® 9001:2015 Certified Quality Management System is a third-party certification program that guarantees the highest quality of security service. We will partner with you to develop key performance indicators and conduct periodic program reviews.

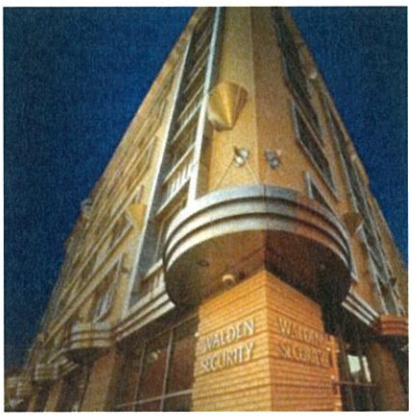
Dedicated Local Management & 24/7 Field Support: The Charleston Branch consists of an experienced team of operations, human resources, training and field service professionals. Ongoing collaboration between our local and corporate teams guarantees that our Charleston Branch is always equipped to respond to incidents and emergencies in a timely manner. We give them every resource required to provide proactive and responsive customer service.

Guaranteed Satisfaction: With a 97 percent client retention rate, our level of customer satisfaction is among the highest in the security industry. Thirty years later, we still count our first customer among our clients. That's because we do what we say we will. We put it in writing, providing you with a signed Golden Guarantee to demonstrate the level of our commitment. The Golden Guarantee is simple: If you are not satisfied with the quality of our service on any shift, you don't pay for that shift. Then, we'll make it right.

COMPANY OVERVIEW

Established in Chattanooga, Tenn. in 1990 by law enforcement professionals Amy and Michael S. Walden, Walden Security is a privately-held, family-owned, American-owned business, celebrating 30 years of service. The inherent spirit of these qualities prevails among all our dedicated security specialists who ensure the safety and protection of our clients' assets.

Today, our Commercial Services Division provides security services for hundreds of customers in 28 states, Washington, D.C. and Puerto Rico. With our organic and scalable growth philosophy, we cultivate personal relationships with our customers and find new ways to exceed client expectations as we evolve.



Our headquarters is located in historic downtown Chattanooga, TN.

CURRENT SNAPSHOT OF WALDEN SECURITY

- Headquartered in Chattanooga, Tenn. with nearly 6,000 employees and more than $300 million in annual revenue
- Nation's 6th largest contract security firm
- Only Top 10 security firm to have an ISO® 9001:2015 Certified Quality Management System
- Member of the ISNetworld® directory of trusted suppliers
- Recognized as a Top 125 Training company by Training magazine (2018, 2019 and 2020)
- WBENC-certified Women's Business Enterprise
- State-certified Drug-Free Workplace

OUR MISSION

Walden Security exists to provide the best possible contract security services to our clients. Our mission is to:

- Continue to provide the very best contract security officers in the industry
- Expand our marketplace, through a team effort that promotes excellence, teamwork, training and innovation
- Inspire confidence and trust among our officers, our clients and our community
- Deliver maximum value at a reasonable profit
- *Set the Standard by Setting the Example®*

OUR HISTORY

Walden Security has built our company one customer at a time. We are proud of the fact that none of our growth has been a result of a merger or acquisition, but rather by expanding into areas where our customers take us. Michael and Amy Walden established our first office in 1990 and today, our Commercial Services Division provides security services for hundreds of customers in 28 states. With our organic and scalable growth philosophy, we cultivate personal relationships with our customers and find new ways to exceed client expectations as we expand.

History of Walden Security

1990
- Establishes Metropolitan Security (now known as Walden Security) in Chattanooga, Tenn.

2000
- Opens an office in Nashville, Tenn.

2002
- Changes name to Walden Security
- Implements Valiant online Workforce Management System, one of the first security firms to do so
- Opens an office in Atlanta, Ga.

2003
- Earns company-wide ISO® 9001:2008 certification for Quality Management System

2004
- Earns GSA Federal Supply Service status
- Launches eLearning Management System
- Opens an office Knoxville, Tenn.

2005
- Placed on the TSA Qualified Vendor's List

2006
- Earns national and state Women's Business Enterprise National Council (WBENC) certification as a woman-owned company
- Establishes Federal Services Division

2007
- Purchases Times Building in downtown Chattanooga, Tenn., and relocates corporate headquarters

2008
- Reaches $100 million annual revenues

2009
- Establishes annual Employee Family Scholarship Fund, awarding college scholarships to eligible children/dependents of Walden Security employees annually

2010
- Installs a solar rooftop panel system at the corporate headquarters

2011
- Opens offices in Birmingham, Ala.; Charlotte, NC; and Dallas, TX
- Offers GeoCheck™ handheld patrol and incident reporting technology

2012
- Congratulates first graduating class and students of Walden Security Employee Family Scholarship Program, who received scholarships for four consecutive years

2013
- Announces that Employee Family Scholarship Fund exceeds $100,000 in contributions
- Makes a five-year capital campaign commitment to the University of Tennessee at Chattanooga Veteran's Entrepreneurship Program
- Launches a Hire Vets First recruiting program

2014
- Upgrades online workforce management system to TEAM Software, which features eHub customer portal and employee self-service portal
- Opens offices in Orlando, Fla. and Richmond, Va.
- Remodels and expands Chattanooga office
- Relocates and expands offices in Charlotte, NC and Birmingham, Ala.

2015
- Opens a state-of-the-art Command Technology Center (CTC) at corporate headquarters to provide virtual guarding services and Post Watch 24/7 post coverage

2016
- Opens an office in Austin, TX

2017
- Opens an office in Charleston, SC

2018
- Recertifies to the new ISO® 9000:2015 standard, maintaining the Quality Management System (QMS) for 15 straight years
- Optimizes website for recruiting with upgraded online Career Center and Applicant Tracking System
- Opens an office in Louisville, Ky.
- Makes a $1.25 million gift to The University of Tennessee Veteran's Entrepreneurship Program

History of Walden Security

- Contributes to Erlanger Children's Hospital Foundation's Believe Campaign to fund a new children's hospital in Chattanooga
- Donates $100,000 toward the Charles H. Coolidge Medal of Honor Heritage Center Capital Campaign
- Earns recognition as Top 125 Training organization by *Training* magazine

2019

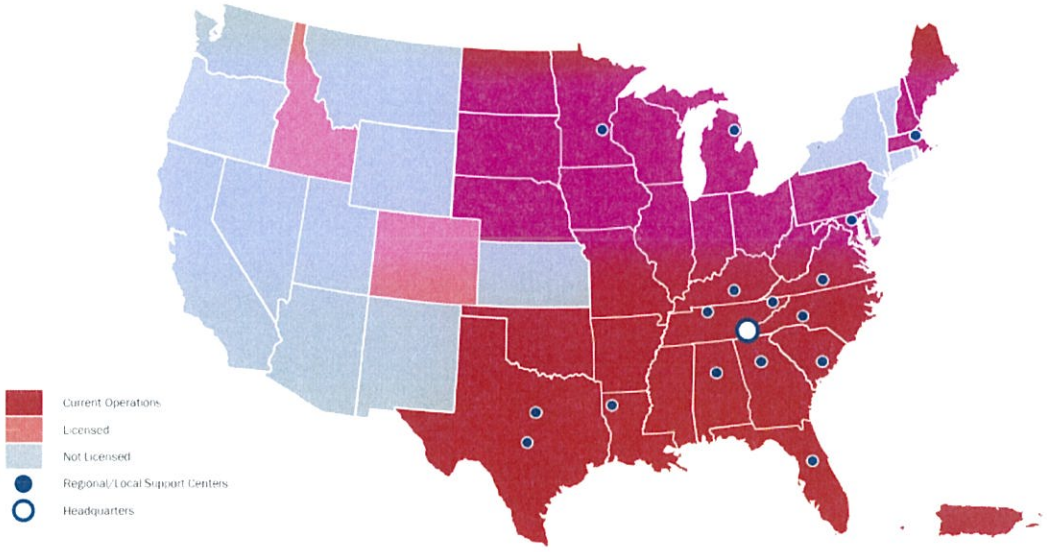
- Adds The Predictive Index®, a behavioral and cognitive test, to its recruitment process
- Earns recognition as Top 125 Training organization by *Training* magazine for the second consecutive year and receives a best practice award for its orientation program, *The Walden Way*
- Added as member of ISNetworld directory of trusted suppliers
- Opens an office in Baltimore, Md.

2020

- Earns Top 125 Training recognition by *Training* magazine for the third consecutive year; receives Outstanding Initiative Award for Operations Manager Training Program
- Opens an office in Greenville, SC
- Relocates and expands Charleston, SC branch office

GEOGRAPHIC REACH

The map below shows our current footprint. We are financially and operationally poised for continued growth.



The map above highlights Walden Security's footprint nationally. The white circle indicates our corporate office in Chattanooga, Tenn., and blue circles show regional and local support centers. The dark red states denote where we are currently operating; light red states show where we are licensed.

EXPERIENCE THAT COUNTS

Walden Security has firmly established itself as a respected security services provider to hundreds of properties across the country. We have the experience and resources to meet the unique demands of customers in your vertical market. We are proud to deliver custom security programs for internationally recognized organizations, including:

Walden Security has firmly established itself as a respected security services provider to hundreds of properties across the country. We have the experience and resources to meet the unique demands of customers in your vertical market. We are proud to deliver custom security programs for internationally recognized organizations, including:

- AT&T +
- Alabama National Guard
- Alabama Power
- American Airlines +
- Banyan Capital
- Brenntag
- Brown-Forman +
- CB Richard Ellis +
- Carlex Glass
- Cassidy-Turley
- Charter Communications +
- County of Charleston +
- Colliers International
- Cousins Properties +
- Crocker Partners +
- Cushman & Wakefield +
- Dallas Area Rapid Transit +
- Dallas County Courts +
- The Dilweg Companies
- Duke Realty Corporation
- Erlanger Health System +
- Foundry Commercial
- Frist Center for the Visual Arts +
- Hamilton County (TN) Government +
- Hanwha Q Cells
- Hines
- Holt Lunsford Commercial, Inc.
- Jack Daniel's Distillery +
- Jones Lang LaSalle
- Kenco Group +
- LifeWay Christian Resources
- Lillbridge Health System
- Lodge Manufacturing
- Mars, Inc.
- McKee Foods +
- Memphis Area Transit Authority
- Michelin North America +
- Morgan Olson
- Nokian Tyres
- Nucor
- Old Forrester Distillery
- PM Realty Group
- Parkway Realty Services
- Peloton Commercial Realty
- Piedmont Office Realty Trust
- Porsche Cars of North America
- Sanofi
- Shaw Industries +
- State of Tennessee +
- SunTrust Bank +
- Tennessee National Guard
- Tennessee State Museum
- Texas Facilities Commission +
- Transit Authority of River City
- U.S. Xpress +
- U.S. Department of Justice - U.S. Marshals Service +
- U.S. Department of Health and Human Services - Social Security Administration +
- Wacker Chemical Corporation +
- Wells Fargo +
- Woodford Reserve Distillery

+ Scope of work is greater than 1,000 weekly service hours.

REFERENCES

Our number one job is serving our clients: if our employees aren't supporting a client directly, they are supporting someone who is. Please find the following references of current security customers who share similar attributes to those found across the City of Charleston.

Name: Charleston County – Cynthia Kennedy, Contracts Coordinator Address: 4050 Bridge View Dr. North Charleston, SC 29405 Phone/Fax: (843) 202-6918 Email: ckennedy@charlestoncounty.org
Name: Charleston County Schools – Michael Reidenbach, Director of Security and Emergency Management Address: 3999 Bridge View Dr. North Charleston, SC 29405 Phone/Fax: (843) 308-6580 Email: michael_reidenbach@charleston.k12.sc.us
Name: Hamilton County – Alan Knowles, County Superintendent Address: 123 East 7th Street, Room 210 Chattanooga, TN 37402 Phone/Fax:(423) 209-6488 Email: alank@mail.hamiltontn.gov
Name: Dallas County – Jose Munoz, Deputy Chief Address: 600 Commerce Street, Suite 750 Dallas, TX 75202 Phone/Fax: (214) 653-7317 Email: jose.munoz@dallas.county.org
Name: Century Aluminum – Sherman Jaggers, Director of Safety Address: 3575 US-52 Moncks Corner, SC 29461 Phone/Fax: (843) 572-3700 ext. 5365 Email: sherman.jaggers@centuryaluminum.com

AWARDS AND CERTIFICATIONS

Walden Security has earned significant recognition for our better working environment for our officers, better service to our customers and a dedication to quality performance standards.

AWARDS: INVESTING IN OUR EMPLOYEES

- Top 125 Training – *Training* magazine, three-time winner (2018, 2019 and 2020)
- Best Practices Award – The Walden Way Orientation Program, *Training* magazine
- Outstanding Initiative Award – Operations Manager Training Program, *Training* magazine
- Hiring Our Heroes Recognition – U.S. Chamber of Commerce Foundation
- Patriotic Employer of the Month – U.S. Army
- Operation Workforce Commendation – State of Georgia Governor's Office
- Seven Seals Award – Employer Support of the Guard and Reserve
- Center of Influence for Advocacy of Hiring – Army Reserve Private Public Partnership Initiative
- Employer Support Freedom Award – U.S. Secretary of Defense
- Employer of the Year – Texas Workforce Development Board
- Best Employer – Society of Human Resource Managers
- Best Employer – Tennessee Chamber of Commerce
- Best Employer – *Business TN* magazine

AWARDS: EXPERIENCE & GROWTH

- Top Guarding Firms – *Security* magazine
- Largest Security Watch, Guard & Patrol Companies – Security Letter, *Security* magazine
- Top Guarding Companies – *Atlanta Business Chronicle*
- America's Fastest Growing Private Companies – *Inc. 5000*
- Top Private Company – *Business TN* magazine
- Hot 100 Fastest Growing Company – *Business TN* magazine

AWARDS: COMMUNITY LEADERSHIP

- University of Tennessee Entrepreneurship Hall of Fame
- Entrepreneur of the Year Finalist – Ernst & Young
- Business Leader Award – Sam Walton
- Blue Chip Enterprise Award – Mass Mutual
- Business Person of the Year – Chattanooga Chamber of Commerce
- Torch Award for Marketplace Ethics – Better Business Bureau

CERTIFICATIONS

- Company-wide ISO® 9001:2015 Certified Quality Management System
- Qualified member of ISNetworld® directory of trusted suppliers
- WBENC-certified Women's Business Enterprise
- Tennessee Women's Business Enterprise
- State-certified Drug-Free Workplace

TRAINING CREDENTIALS (IN-HOUSE)

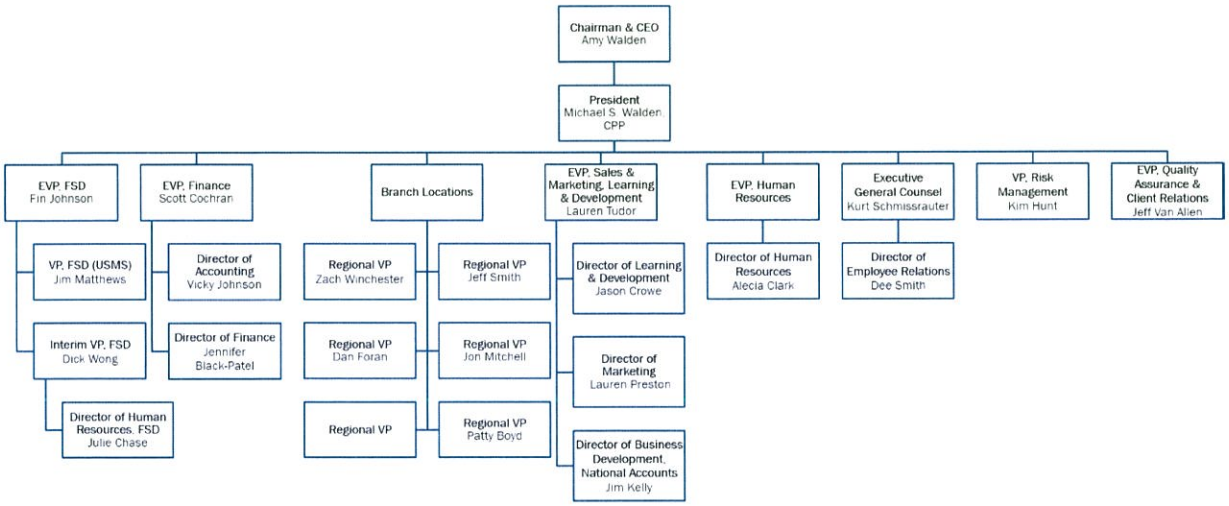
- State-Certified Security Officer Instructors (unarmed and armed)
- State-Certified Firearms Instructors
- Crisis Prevention Institute Instructor for Crisis Intervention Prevention
- Certified Institutional Protection Manager Instructor
- Certified OC Spray Deployment Instructor
- Certified Tactical Baton Instructor
- Certified Handcuffing Instructor
- TASER-certified Instructor
- National Rifle Association of America Law Enforcement Instructor
- Non-lethal Weapons Instructor (certified by U.S. Marine Corps)
- Controlled Force, Inc. Less-than-lethal Instructor
- SLED-certified Instructors
- American Red Cross Lay Responder Instructor
- National Safety Council Defensive Driving Instructor
- National Safety Council CPR/AED/First Aid Instructor
- U.S. Air Force Basic Instructor
- U.S. Marine Corps Range Coach
- U.S. Army Range Safety Officer
- Segway Patroller Certified Instructor

MEET YOUR TEAM

At Walden Security, we realize the difference that effective management can make, and we are structured to provide our colleagues in the field with the critical support necessary to provide the best service available.

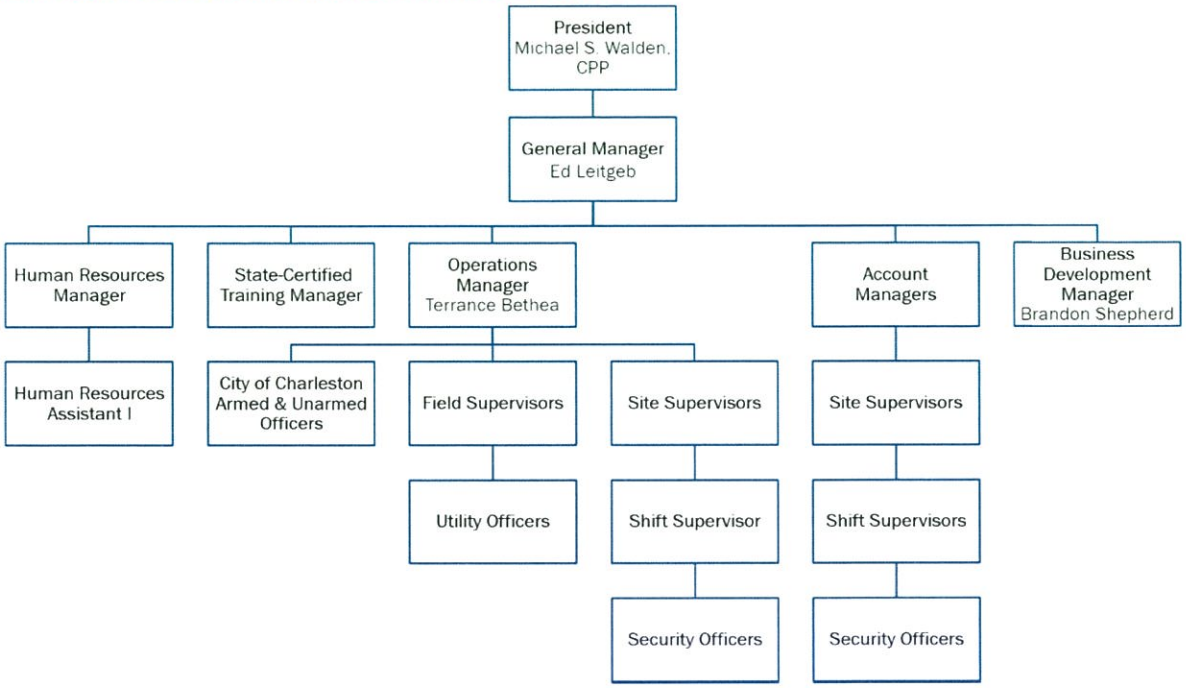
Day-to-day support from Corporate includes key functions such as payroll, operations account coordination, benefits coordination, Post Watch, Learning and Development and IT services. We have dedicated staff in these critical support roles, which means when you have a question or your security officer needs additional support, a person answers the phone.

CORPORATE ORGANIZATIONAL STRUCTURE



Walden Security relies on a sizable infrastructure capable of handling any challenge. We require ongoing collaboration between our corporate team and branch offices, which gives our local staffs the resources they need to run a successful operation.

CHARLESTON LOCAL ORGANIZATIONAL STRUCTURE



Walden's Charleston Office brings significant resources to client security needs. General Manager Ed Leitgeb and Operations Manager Terrance Bethea are dedicated to supporting the City of Charleston's security program.

MEET YOUR OPERATIONS TEAM

The quality of your security services is dependent on the quality of the people who service your account. This is where we excel. At Walden Security, we are structured to provide our local team members with the support necessary to provide the best service available. Your general manager, Ed Leitgeb, directs the Charleston Branch effort, ensuring you have a smooth transition and that the recruitment, onboarding, training and other logistics of your security program are executed well and on schedule. We work closely with the home office. This guarantees that our local staffs always receive every resource required to run a successful operation.

We are assigning Operations Manager Terrance Bethea to oversee your contract and properties. Additional support will be provided by our HR, training and business development teams. Our business development team ensures we are anticipating and meeting your needs, our HR staff handles recruitment and onboarding of your security staff, and our training team oversees ISOT and on-the-job training, ensuring we are compliant with your training requirements.

See table that follows for the structure we propose for your account. Key personnel resumes are located in Appendix B.

KEY PERSONNEL
- ■ Primary Responsibility
- ● Secondary Responsibility
- * Primary POC

	Primary POC – Overall Program Management	Recruit, screen, select, onboard officers	Back-office tech support	Schedule officers	Train officers, licenses & certifications	Uniforms, equipment	Emergency response	Client relations	Post coverage	Manage personnel	Payroll, invoices, financial management	Quality Assuance, KPIs, Contract Compliance Reports	Standard Operating Procedures/Post Orders
*Ed Leitgeb, General Manager	■	●					■	■		■	●	■	
*Brandon Shepherd, Business Development Manager	■						●	■					
*Terrance Bethea, Operations Manager	■	●	■	■	●	■	■	■	■	■	■	■	■
*State-Certified Trainer		■			■		●	●					■
*HR Manager		■		●			●	■		■	●	●	
*HR Assistant		■					●						
*Field Supervisors	■			■	■	■	■	■	■			■	■
Operations Account Coordinator			■				●		■				
Payroll Coordinator			■								■		
Post Watch CTC Operator			■	■			■	■			●	■	
Benefits Coordinator			■										
L&D Coordinator			■		■								
IT Help Desk			■			■	●						■

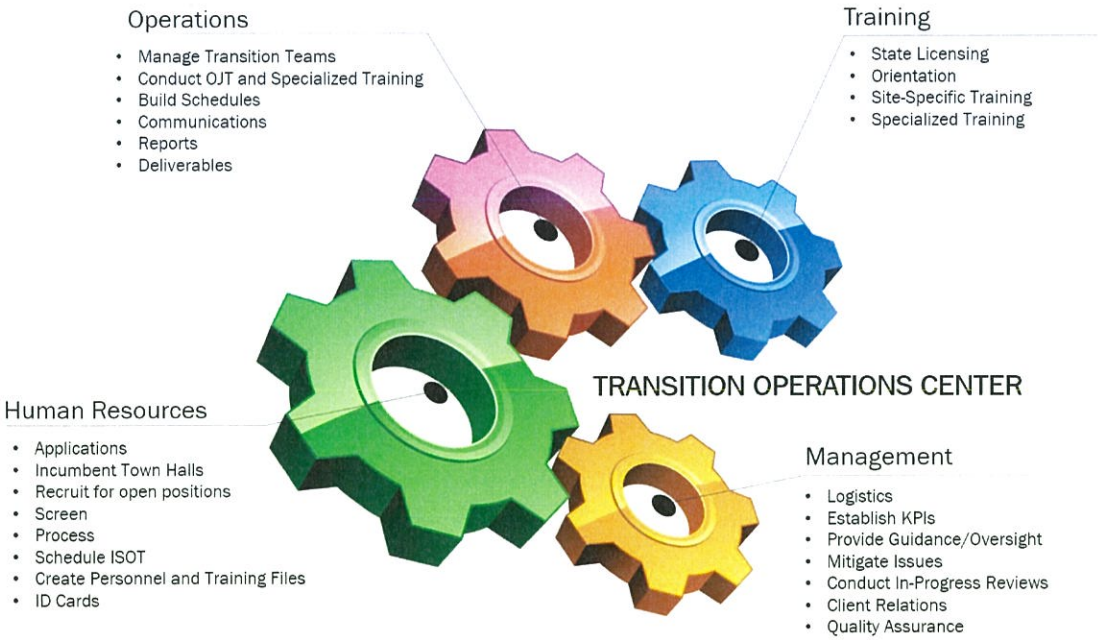
IMPLEMENTING YOUR SECURITY

We believe a seamless transition is essential to building confidence and credibility with our clients. That's why we commit the time and resources necessary to effect a smooth implementation, and a good first impression. The transition to Walden Security is an organized and thorough process, with clear steps and tasks. With 30 years of experience, we know what to anticipate. We plan for all possibilities before the first day of service. By preparing for the unexpected, we are ready to start service as contracted, with no disruption to your daily business, and no lapse in security.

YOUR TRANSITION TEAM

We will assign a dedicated transition team to your contract. Every transition team consists of dedicated management, field and administrative personnel who are assigned specific tasks throughout the process. Working as a team, members of our corporate and local administrative staffs handle logistical and back-office duties and ensure your start-up timeframe is met.

Extensive Transition Experience
Thirty years of experience delivering complex contract transitions demonstrates our ability to implement your program with no lapse in security.



Walden Security will assign a dedicated transition team who will focus their attention towards implementation activities. Members of our corporate and local staffs will support the team by handling the logistical and administrative duties.

Our typical transition is a 30-day process, which is executed in four phases, each building on the previous phase. This process is designed to ensure a successful start. With 30 years, and hundreds of account transitions, our experience reflects our understanding of this critical undertaking.

	TRANSITION PHASES				
TRANSITION TASKS	**PHASE 1:** PLAN	**PHASE 2:** STAFF	**PHASE 3:** TRAIN	**PHASE 4:** START	**POST-TRANSITION:** MONITOR
Transition team holds internal kick-off meeting					
Transition team and client meet					
Transition team tours site(s), meets incumbent officers					
HR hosts recruiting Town Halls for incumbents					
HR recruits, screens, interviews for open positions					
Progress meeting with client – Phase 1					
HR finalizes staff selection					
Logistics orders equipment, vehicles, technology					
Operations drafts post orders					
HR processes all employees; orders uniforms					
Training conducts ISOT and orientation					
Operations builds master schedules in WinTeam					
Progress meeting with client – Phase 2					
Training conducts OJT and specialized training					
Operations presents draft post orders to client					
Operations determines KPIs and reports					
Operations issues uniforms and equipment					
Progress meeting with client – Phase 3					
Operations finalizes officer schedules					
Operations presents final post orders					
Trainer completes all training					
Operations delivers uniforms, equipment, vehicles, etc.					
Set up eHub Customer Self-Service portal (CSS)					
START-UP – Transition team is onsite					
Conduct QA review, begin ongoing monitoring, reports, notification					
Train client on eHub CSS system					

SECURITY OFFICER STAFFING

Walden Security will recruit, train and retain a reliable and effective security force specifically selected for the City of Charleston. We are able to attract high-quality security officers with proven performance records because of:

- Our reputation as an outstanding employer with an employee-focused culture
- Our above-market wages and generous benefits, which minimize officer turnover
- Our professional human resources staff, which facilitates the entire recruiting effort
- Our comprehensive screening process, which assembles a quality security force

ONLINE CAREER CENTER AND APPLICANT TRACKING SYSTEM

Walden Security uses an Online Career Center and applicant tracking system to streamline the screening process, expedite selection and create an initial pool of candidates who meet our minimum qualifications. We can also tailor questions in the online application specific to your contract requirements, and only candidates who meet these basic requirements move forward in the process.

Features of the Online Career Center:

- Pre-screens talent with qualifying questionnaires and assessments
- Filters out applicants who fail to meet minimum requirements
- Communicates with candidates throughout the screening and selection process
- Maintains a talent pipeline in every local market
- Schedules orientation, training and exit interviews

To apply with Walden Security, candidates visit WaldenSecurity.com/Career to search for open positions, create a job profile and complete an application. We keep an inventory of resumes of candidates who have shown interest in working for us. When new opportunities arise, our recruiters search the database and contact candidates who meet the specified qualifications.

Recruiters can quickly pinpoint qualified candidates against requirements using the applicant tracking system in our Online Career Center.

INCUMBENT PERSONNEL TOWN HALLS

We appreciate that you may have dedicated, qualified officers who make a positive contribution to your current security program. Experience has taught us that there are benefits to retaining members of an incumbent force; their knowledge of your facilities can be readily drawn upon by Walden Security management, as well as by newly assigned officers. If you wish, we will work with those officers to give them an opportunity to remain at your property.

Held onsite at times convenient for the incumbent officers, we introduce these candidates to the Walden Security culture, history and philosophy. We discuss compensation, benefits, training, policies and procedures to give individuals the information they need to make an informed decision about whether they would like to apply for a position with Walden Security.

OTHER RECRUITING METHODS

- Internal Transfers and Promotions
- Employee Referral Bonus/Contests
- Community Job Fairs
- Walden Hiring Events
- State & Community Colleges
- Job Placement Offices/Veteran Administrators/Online Job Boards
- Advertising - Digital (Indeed.com, Zip Recruiter)
- Social Media – Facebook, LinkedIn, Twitter
- Local Employment Centers
- Strong Linkage with State and Local Veteran Administrators
- Joint Collaboration with Department of Labor
- Job Flyers/Announcements to Religious Community
- Networking – Informal and Formal Channels

We maximize our resources and utilize effective, unique methods to attract the best candidates. In Tennessee, our human resources and recruiting team utilize the Tennessee Career Coach mobile unit to host job fairs in our customers' communities.

MINIMUM QUALIFICATIONS

To initially qualify, all candidates must:

- Be at least 18 years old (25 years old if driving a vehicle)
- Provide proof of U.S. citizenship or INS Form I-9 documents
- Meet all federal- and state-mandated law requirements
- Read, write, speak and understand the English language
- Possess a high school diploma or equivalent
- Be physically, mentally and emotionally capable of performing all duties as defined by the job description and the Americans with Disabilities Act
- Have reliable transportation
- Possess excellent communication skills
- Exhibit a customer service-oriented personality
- Ability to communicate effectively with employees, customers and visitors particularly in emergency situations, clearly articulating to assure confidence, control and safety of those involved
- Ability to read, understand, explain, interpret, and apply rules, orders, instructions, regulations directives, procedures, and training materials
- Ability to demonstrate and maintain poise, self-confidence, ability to make sound decisions, maintain self-control, and react quickly under stressful conditions
- Ability to prepare clear, concise, accurate written reports
- Ability to use a personal computer for general duties
- Ability to accept and respond to verbal and written instructions and directions
- Ability to maintain the following physical activities at a minimum:
    - Standing – 40 percent
    - Walking – 40 percent
    - Sitting – 20 percent

CANDIDATE SCREENING & SELECTION PROCESS

The best way to deliver reliable and responsive security is to match the ideal candidate to each position, which is why Walden Security uses an extensive screening process when selecting new employees.

*Available upon request.

Our Screening & Selection Process

Step 1: Pre-employment Qualification	Meeting these requirements ensures that the candidate meets minimum company and contract qualification requirements and is able to perform essential duties of the position.
Step 2: Application Review	We look for relevant experience, a stable work history, schedule availability and proximity of the candidate's home to your location.
Step 3: Initial Interview	In the initial interview, the HR manager covers the candidate's work history, skill set, technical ability, problem-solving aptitude and customer-service skills.
Step 4: Second Interview	For management and supervisory positions, the regional vice president, operations manager and/or the director of security may conduct a second interview.
Step 5: Employment History and Military Records Check	We verify employment for a five-year period and all applicants must provide at least one positive employment reference. Employees who list any type of military service must provide a copy of a DD 214. Only applicants discharged under honorable conditions are considered for employment.
Step 6: Personal Reference Check	To assess the candidate's character, customer-service propensity and values, Walden Security validates personal references.
Step 7: Education Verification	Walden Security requires a paper copy of a diploma, transcript, DD 214 or GED to indicate completion of high school or higher education.
Step 8: Independent Criminal Background Check	We use an independent, nationally recognized company to complete background checks of potential employees. At a minimum, all applicants submit to a criminal record check and social security trace for the past seven years. We automatically remove from consideration any applicant ever convicted of: • Any felony or misdemeanor involving shoplifting, assault and battery or other acts of violence against persons or property • Crimes involving the sale, manufacture or distribution of controlled substances, drugs or narcotics

Our Screening & Selection Process

- Theft of property or services
- Shooting a firearm or other weapon
- A discharge from the Armed Forces under conditions other than honorable
- Being subject to a court order for purposes of restraining the applicant from committing an act of domestic violence

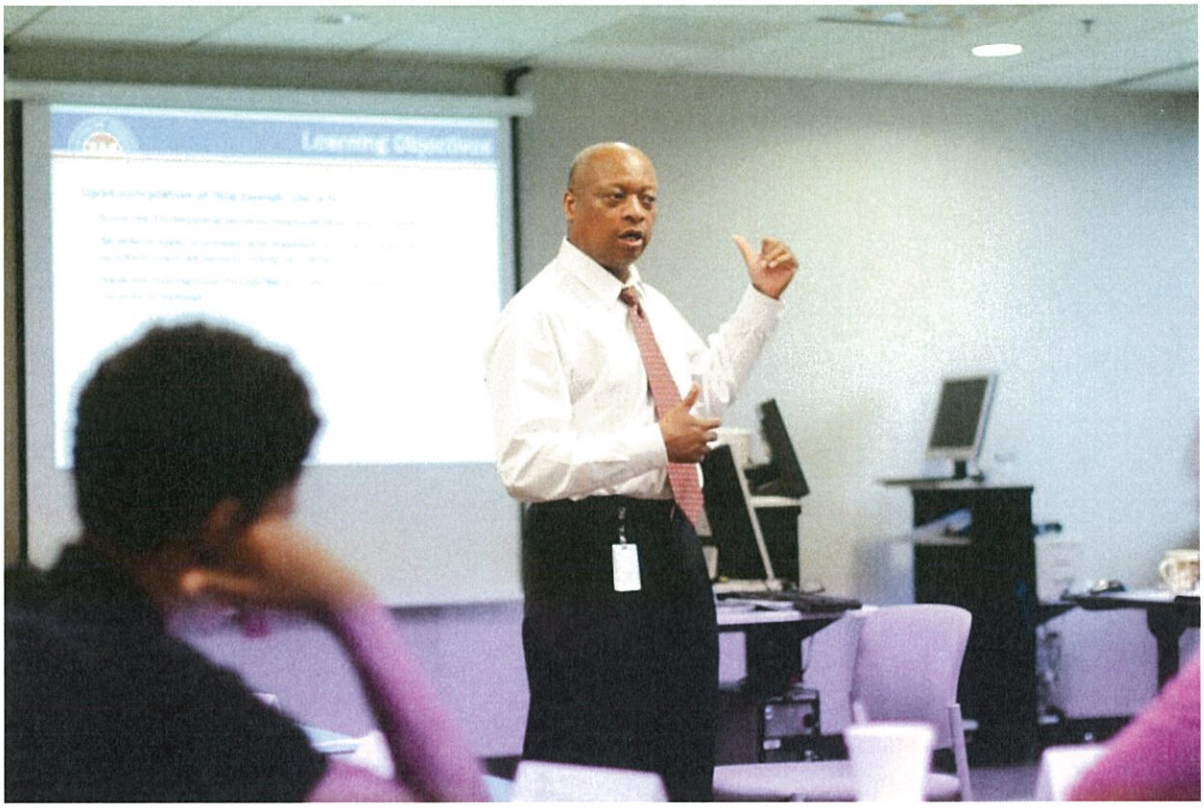
Step 9: Motor Vehicle Report	We obtain a motor vehicle report for each candidate who is required to drive a company vehicle.
Step 10: Communication Skills Evaluation	We evaluate communication skills throughout the screening and selection process. Each candidate must complete a written spelling and writing test.
Step 11: 10-Panel Drug Screen	Because we are a state-certified Drug-Free Workplace, every candidate must pass a 10-panel drug screen before receiving an offer of employment. Positive results eliminate the candidate from consideration.
Step 12: Initial Security Officer Training and Orientation	All candidates must complete Walden Security's Initial Security Officer Training (ISOT) and orientation before we extend an offer of employment.

What Our Customers Are Saying

"Walden Security has followed up a flawless transition with excellent service. The one item that completely separated them from the field was their focus on the individual officer. While many companies talk about how important their officers are to them, Walden Security actually takes care of them."

– Valued Customer in Dallas, TX

SECURITY OFFICER TRAINING



Walden Security is a place where officers continue to learn every day. By investing in initial and ongoing security education, we provide fully-trained security officers who are ready to handle all daily challenges, and emergencies, of your property. **All of our training is administered by state-certified Walden Security instructors, with our award-winning ISOT and orientation program, *The Walden Way*, delivered in the classroom.**

In the table below, we present the customized training program we recommend for you. You will find a description for each course in the following pages.

ARMED SECURITY OFFICERS FOR THE CITY OF CHARLESTON

Course	Initial	Annual
Initial Security Officer Training/SLED Training	8 hours	n/a
SC Armed Certification Training	8 hours	8 hours
Site-Specific, On-the-Job Training	16 hours	n/a
CPR/First Aid/AED Training	8 hours	8 hours (biennial)
Active Shooter Course	8 hours	8 hours

UNARMED SECURITY OFFICERS FOR THE CITY OF CHARLESTON

Course	Initial	Annual
Initial Security Officer Training/SLED Training	8 hours	n/a
Site-Specific, On-the-Job Training	16 hours	n/a
CPR/First Aid/AED Training	8 hours	8 hours Biennial
Run Hide Fight Training	2 hours	2 hours

INITIAL SECURITY OFFICER TRAINING (ISOT)

Walden Security requires that all prospective security officers complete our unique, comprehensive Initial Security Officer Training (ISOT). Delivered in the classroom by a state-certified training manager, ISOT provides the security officer with a well-rounded foundation of the technical and soft skills required to succeed as a service-oriented security professional.

At the conclusion of ISOT, the candidate takes a 100-question written examination and must earn a minimum score of 80 to be eligible for employment. ISOT training includes:

ISOT Module	Topics
Introduction	Welcome and Introductions, Brief Company Overview
Duties and Responsibilities	History of Security, Proprietary vs. Contract, Duties and Responsibilities of a Security Officer, Key Duties by Post
Legal Authority & Limitations	State, Training and Registration Requirements, Regulations Relating to Private Security, State or Local Law/Code and Legal Authority, Example of Legal Authority Granted by the State, Powers of Arrest and Detention, Use of Force Continuum, Criminal, Civil and Torte, Searches and Seizures, Interviewing Techniques
Ethics and Professionalism	Definition of Professionalism and Ethics, Goals, Discretion, Honesty, Position in Government/Social Structure, Security Officer Code of Ethics, Professional Appearance and Performance Expectations
Patrol Techniques	Purpose of Patrol, Types of Patrols, Methods of Patrols, Interior and Exterior Patrol Tips, Observation and Perception
Emergency Procedures	Causes of Fire, Elements of a Fire, Four Classes of Fire, Fire Protection Systems, Fire Response and Extinguisher Training, HazMat Guidelines and Communication, Incident Scene Protection, Crowd Management, Major Electrical Failure, Natural Disaster Preparation and Response
Terrorism Readiness and Response	History of Terrorism, Terrorism Defined, Types of Threats, Bomb and Mail Threats, Threat Management and Response, Security Officer's Role in Response, National Threat Advisory Levels
On-the-Job Safety	Maintaining a Safe Workplace, Identifying Safety Hazards, Safety Awareness, Vehicle Safety, On-the-Job Injuries, Prevention Measures

Bloodborne Pathogens	Defining Bloodborne Pathogens, Prevention Control, Personal Protective Equipment, Transmission, Exposure Determination, Immunization, Exposure Control Plan Requirements
Basic Emergency First Aid	Basic First Aid Techniques and Instructions, Good Samaritan Act
Report Writing	Role of Reports, Types of Reports, What Makes a Good Report, Characteristics of a Great Report, The 5 Ws and 1 H, Report Writing Tips, Use of Field Notes, Purposes and of Techniques of Notetaking, Report Writing Scenario
Maintaining a Positive Work Environment	What is Harassment, Types of Harassment, What is Not Harassment, How to Report Harassment, Disciplinary Measures, EOE and ADA, Dimensions of Diversity, Common Points of Friction, Ever-Changing Workforce
Workplace Violence Awareness	Workplace Violence Defined, Examples of Violent or Threatening Behavior, Warning Signs of Violent Behavior, Potential Victims of Workplace Violence, Security Officer's Role and Response, Additional Security Measures, Reporting
Quality Customer Service	Quality Service vs. Customer Service, The Security Officer's Role in Delivering Legendary Service, The Benefit of Quality Service, Customer Expectations
Communications Skills	Purpose and Objective of Communication, Types of Communication, Communication Tools, Communication Barriers, Verbal Judo, Group Exercise
Walden Security Orientation	*Setting the Standard by Setting the Example®*, Company History, Senior Leadership, Walden Security's Mission, Branch Locations and the Markets We Serve, Branch History, Taking Care of the Security Officer, Performance Expectations, Key Policies, Procedures and Terminating Infractions

SITE-SPECIFIC, ON-THE-JOB TRAINING

Once a Walden Security officer is assigned to a post, he or she will be required to successfully complete intensive, customized on-the-job training (OJT), which covers the site-specific duties, requirements, procedures, expectations and quality service benchmarks.

Led by knowledgeable, experienced Walden Security supervisors with a proven aptitude for training, OJT covers the post procedures critical to Walden Security and to each individual client, including:

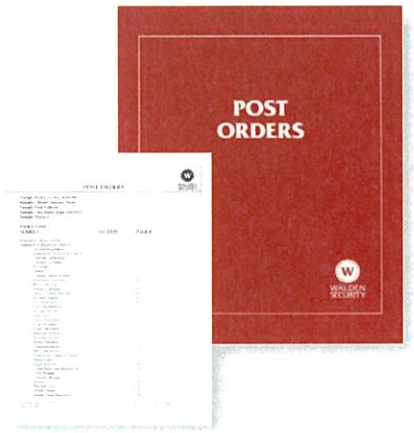
- Client facility and instruction
- Personal and facility safety
- Emergency contact information
- Emergency response
- Access control and badge procedures
- Communications
- Tour of patrol routes
- Use of equipment
- Performance of specific post requirements according to the post orders
- Standards of employee behavior
- Reporting procedures
- Reports and forms
- Areas of special attention

CUSTOMIZED POST ORDERS

During OJT, officers receive their Post Orders. Walden Security creates customized Post Orders to deliver detailed, site-specific standard operating procedures to every security officer at every post. Post Orders are critical to ensure that our service meets your directives and expectations. In the table below, we list our standard Post Order contents. Sections 1, 3, 4 and 5 are customized to your site and/or post.

Post Orders Section	Contents
Tab 1 **Emergency Instructions**	Quick reference format which includes emergency contact information, procedures to report an emergency, and more.
Tab 2 **General Instructions**	Includes Standards of Employee Behavior, Report Writing, Fire Protection, First Aid, Patrol Procedures, Security Systems, Safety Checklist, Communications, Legal Aspects, Client Rules and Regulations, Bomb Threats, Safety Rules & Regulations, Vehicle Policy & Regulations, Public Relations, and the United States Flag.
Tab 3 **Report Forms**	Includes samples of the most common standard forms used while on duty, including Officer's Daily Report, Incident Report, Traffic Log, and Bomb Threat Checklist.
Tab 4 **Specific Instructions**	Outlines detailed duties, responsibilities and instructions to be performed at each specific post. Examples include Specific Shift Responsibilities, Security Officer Duties, Emergency Response Procedures, Access Control, Mechanical, Electrical, Plumbing, Communications, Appearance, Human Resources, and Safety.
Tab 5 **Areas of Special Attention**	Includes interim changes to the Post Orders, temporary guidance from the client, or other information pertinent to the duties of the post.

Proper documentation of procedures is just one more way Walden Security maintains quality. We audit your Post Orders annually, or more often if needed. As policies and standard operating procedures evolve, we update our Post Orders to reflect any changes and incorporate special directions.



Post Orders are prepared in print and electronic format and include detailed instructions designed for quick reference in case of emergency.

SPECIALIZED TRAINING

Walden Security provides interactive training focused on equipping our officers with specialized skills that are highly valuable at each client site.

NATIONAL SAFETY COUNCIL FIRST AID WITH ADULT CPR/AED

For all officers on the City of Charleston contract, Walden Security offers National Safety Council First Aid with Adult CPR/AED, which develops the skills needed to impart basic first aid and emergency resuscitation. The course also certifies the security officer in the administration of the automatic electronic defibrillator (AED) device for clients that provide this equipment.

We deliver First Aid with Adult CPR/AED in a classroom environment. Upon successful completion, the participant earns certification for two years in adult CPR/AED and three years in first aid.

DEFENSIVE TACTICS AND WEAPONS CERTIFICATION

Walden Security requires all armed Security Officers to successfully complete Defensive Tactics and Weapons Certification. Our team of state licensed and certified in-house weapons instructors conduct hands-on classroom and range instruction for all armed Security Officers.

The primary objectives of Defensive Tactics and Weapons Certification are to train the security officer to:

- Demonstrate safe weapons handling and retention procedures. Apply the fundamentals of marksmanship and qualify with issued firearm on a certified range.
- Learn the proper use of restraints through techniques that are practical and effective. Demonstrate tactical understanding of the safe approach to the application and positioning of restraints, handling the resistant subjects and limitations when using restraints.
- Demonstrate basic understanding of state codes governing armed security officers in private protective services by completing a 50-question examination with a minimum passing score of 80%.

Topical areas of instruction in defensive tactics training are:

- State firearms certification
- Limitations and liability
- State code and federal firearm laws
- Use of force, self-defense and deadly force
- Crime categories, active shooter response and citizen's arrest
- Safe firearms handling, marksmanship fundamentals, proper carry and holster procedures, firearms maintenance and fire range qualification
- Proper application and usage of restraints

ACTIVE SHOOTER TRAINING [PROPOSING TO HAVE ALL ARMED OFFICERS COMPLETE]

Walden Security's Active Shooter and Workplace Violence program trains our Officers to analyze threats, profile potential shooters or aggressors and to identify the telltale signs of preventable workplace violence. We approach active shooter scenarios by focusing our curriculum on awareness, preparation, response and aftermath. **Our Active Shooter training lesson plan can be found in Appendix D.**

RUN, HIDE, FIGHT TRAINING [PROPOSING TO HAVE ALL UNARMED OFFICERS COMPLETE]

Walden Security proposes to utilize the DHS Run, Hide, Fight training and video for all unarmed officers working on the City of Charleston contract.

PROFESSIONAL REFRESHER DEVELOPMENT

As our officers gain proficiency in their daily duties, they are ready for new learning challenges. Walden Security refresher training builds upon core training concepts to enhance their operational skills and reinforce the training foundation for professional service and personal career growth. We deliver refresher training on a monthly, annual and/or remedial basis. Professional refresher topics include:

- Access Control
- Water Leaks
- Broken Windows
- Workplace Violence
- Elevator Entrapments
- Fire Alarm
- Disturbance and Suspicious Person
- Medical Emergencies
- Power Outage
- Safety Awareness
- Weather Emergencies
- Crowd Psychology
- Management and Control Techniques
- Public Relations
- Limited Force Ejection Techniques
- Use of Fire Extinguishers
- Location of Emergency Equipment/ Personnel
- Emergency Evacuation
- Visual Inspection and Search Techniques
- Use of Force
- Weapons Retention
- Bloodborne Pathogens

ADVANCED LEARNING & DEVELOPMENT

Walden Security employees who attain leadership positions must master skills that go beyond core training and that are required of advanced responsibilities.

Supervisor Training –Foundations of Supervisors and Supervisor Basic Development is a blended online and classroom training program designed for new supervisors assuming leadership positions or for security officers who want to pursue a supervisory position. The Foundations for Supervisors class is a prerequisite for Supervisor Basic Development, and both are required for all assigned supervisors and managers.

Operations Manager Training – All new Operations Managers complete a blended 150-hour Operations Manager training program that combines instructor-led classroom instruction, job shadowing, online learning and coaching. Operations Manager Training addresses all aspects of the manager's role including scheduling, customer relations, management of multiple security accounts and how to manage other managers, supervisors and utility officers.

Professional Certification Scholarships – We financially sponsor our leaders to pursue professional certifications in their areas of specialty, such as Certified Protection Professional (CPP), Professional of Human Resources (PHR) and Certified Public Accountant (CPA). Once the certification is earned, we fully reimburse our managers for their certification fees and resource materials.

TRAINING ADMINISTRATION POWERED BY TECHNOLOGY

Our unique, web-based eLearning Management System (LMS) administers easily accessible, online training for every Walden Security employee to help ensure that we are compliant and up to date with all training, license and certification requirements. Features and benefits of our LMS:

- Monitors the progress and completion of assigned courses in real time. Local training managers can instantly check course progress, print certificates of completion and view student transcripts.
- Tracks compliance with contractual, state and federal licenses and certifications. As licenses and certifications are about to expire, the LMS automatically alerts the local training manager, who notifies the employee to begin the license and recertification process.
- Provides customized reporting for all training records. Examples include contract compliance, test scores, site-specific training and overall site completion percentages.
- Allows our instructors to focus on training our security officers without the burden of manual paperwork.

Though classroom settings are ideal in most cases, we believe that interactivity, consistency and flexibility are key success factors when facilitating an ongoing security officer training program. Because of its accessibility, eLearning enables our security officers to maintain the necessary skills to perform their jobs at optimum levels and to learn new aspects of the security profession. The table below represents a sampling of our more than 100 eLearning courses. At the end of each module, officers take a comprehensive quiz and receive a certificate for earning a minimum passing score of 80.

Category	Modules
Defensive Tactics and Firearms Certification	Use of Force, Expandable Baton, Handcuff Usage and Application, OC Pepper Spray, Firearm Operations (model-specific), Firearm Safety, State Firearms Law, State Codes, Laws and Regulations, Semi-Annual Firearms Training
Drug-Free Workplace	Drug-Free Workplace for the Employee, Drug-Free Workplace for the Supervisor
Emergency Preparedness and Response	Bomb Threat Awareness and Response, DHS Chemical Security Awareness (also MTSA), FEMA Citizen Emergency Preparedness, Civil Disturbances, Combating Terrorism, Emergency Situations, Fire Extinguisher Selection and Usage, Medical Emergency Response and First Aid Familiarization, Workplace Violence Awareness and Response, EMI Workplace Violence Awareness, FEMA Active Shooter Response
Health and Safety	Bloodborne Pathogens, Fire Extinguisher Selection and Use, Hazardous Communication, Ergonomics, Medical Emergency Response and First Aid Familiarization, Pandemic Awareness, Security Officer Safety, OSHA eCourses, Assisting Individuals with Disabilities

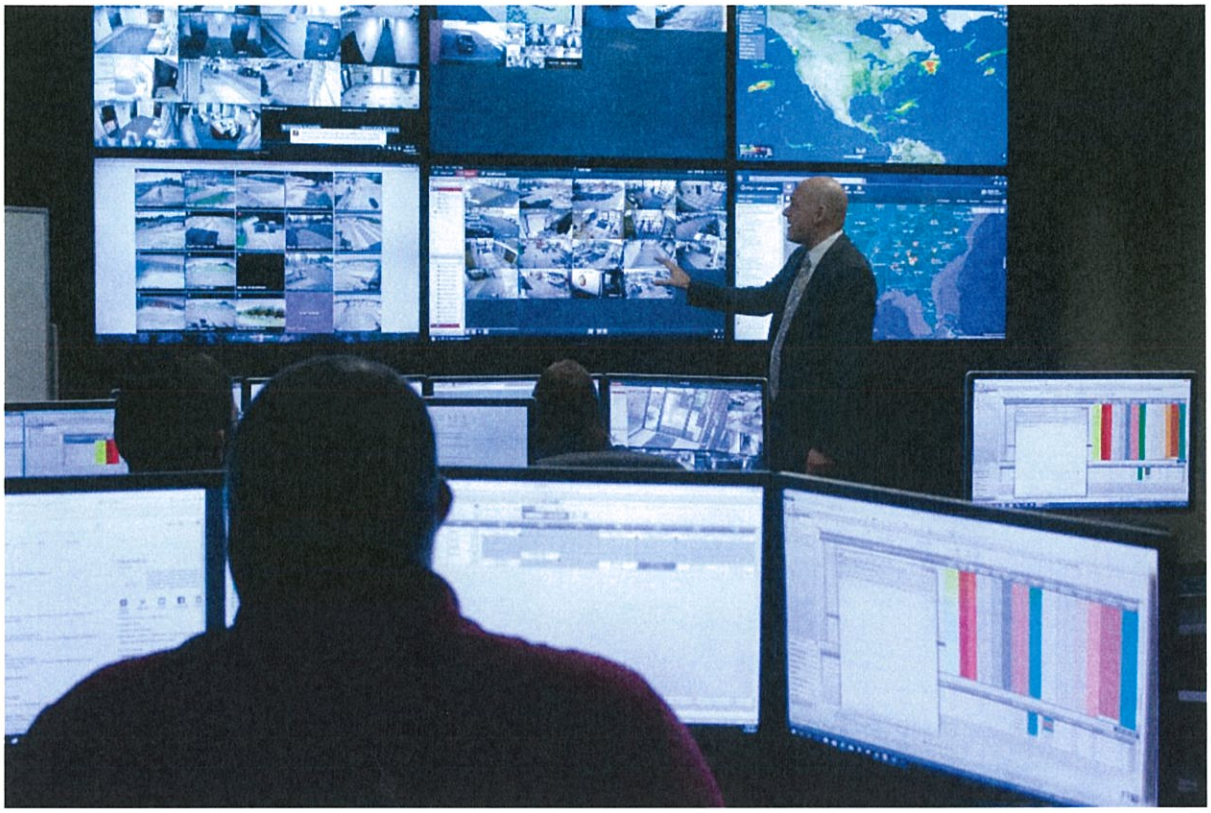
Category	Modules
Security Officer Professional Development	Basic Communication Skills, Ethics, Code of Conduct and Professionalism, Foundations for Supervision, Human and Public Relations, Interpersonal Communication Skills, Positive Work Environment, Providing Legendary Service
Supervisor Development	Workforce Management Software Training (18 modules), Officer in Charge Program, Basic Supervisor Development, Advanced Supervisor Development
Terrorism Awareness and Response	Combating Terrorism, Bomb Threat Terrorism and Response, DHS Chemical Security Awareness (also MTSA), Bloodborne Pathogens
Defensive Driving and Patrol Techniques	Effective Patrols and Techniques, National Safety Council Defensive Driving, Directing Traffic with Hand and Arm Signals, Golf Cart Operation, Bike Patrol, Foot Patrol

What Our Customers Are Saying

"As a partner Walden has continued to be sensitive to the growing security and customer service needs of our staff and guests as we move forward in a time where safety is critical."

– Veronica Pemberton Daniels, VP, Human Resources, Georgia Public Broadcasting in Atlanta, GA

QUALITY ASSURANCE/POST COVERAGE



With our company-wide ISO® Quality Management System (QMS) certification, we obligate ourselves to meet every regulatory and customer imperative from the corporate headquarters to every branch across the country. Through the ISO® QMS, Walden Security guarantees our service will conform to our quality standards, including the following Key Performance Indicators (KPIs):

Certified Quality Assurance – Our ISO® 9001:2015 Certified Quality Management System is a third-party certification that guarantees the highest quality of security service. That means you can rely on Walden Security to continually deliver exceptional service.

- **Staffing**: Maintain acceptable levels at all times.
- **Training**: Comply with all training, licensing and certification requirements.
- **Technology**: Ensure that all hardware and software are in working order and properly used.
- **Vehicles**: Confirm that all are clean and in working condition.
- **Uniforms and Appearance**: Confirm that officers meet uniform and appearance standards.
- **Employee Paychecks**: Must be on time and error-free.
- **Client Invoices**: Must be on time and error-free.
- **Reports**: Must be timely, thorough, legible and accurate.
- **Inspections and Penetration Drills:** Conduct unannounced field inspections and penetration drills.
- **Guard Tour Rounds**: Conduct and report all mobile and foot patrol rounds.
- **Post Orders**: Post Orders are maintained and up to date. Officers comply with Post Orders at all times.

We use the following methods to manage and monitor company performance:

- Documentation and reports (print and electronic)
- Site and post inspections (random and unannounced)
- Periodic business reviews based on Key Performance Indicators
- Local office audits (internal and third party)
- Frequent internal reports and staff meetings to review service performance
- Quality control plans
- Quality steering committee (annual and quarterly meetings)
- Client satisfaction surveys

OUR QUALITY COMMITMENT

Our quality commitment to the City of Charleston includes frequent management visits, inspections and quarterly business reviews where we will review our performance, discuss ongoing or new issues, and look for ways to enhance operational efficiency and improve the quality of our security program.

MANAGEMENT VISITS

Walden branch management is committed to substantive and frequent contact with the City of Charleston security leadership. Our general manager or operations manager will hold monthly face-to-face meetings with all clients and more often if requested, in addition to ongoing weekly contact with clients by phone or email.

INSPECTIONS

At Walden Security, we believe "You expect what you inspect," and we have practiced this philosophy for every client for 30 years.

- Inspections offer members of our management team the opportunity to work with the officers to provide continual, hands-on training and supervisory support.
- Unannounced inspections confirm that security officers are proficient at their duties as they are observed.
- The impending nature of inspections ensures that officers are always performing their duties to standard or beyond.

Inspections are performed by our field supervisors, as well as by local managers who are familiar with the post specifics and objectives of your program. Random, unscheduled and unannounced post and officer inspections are conducted on a regular basis, and officer performance evaluations are based in part on the results of this inspection. Walden Security inspects our program at the site as frequently as is necessary.

During an inspection, security officers are evaluated on uniform and personal appearance, post appearance, job performance and knowledge, presence of post orders, safety precautions and quality of reports.

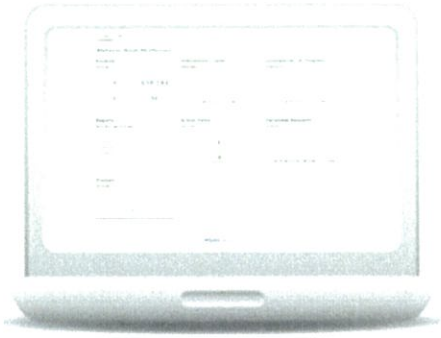
QUARTERLY BUSINESS REVIEWS

We also will employ Quarterly Business Reviews (QBRs) with the City of Charleston security management. Walden participants will include General Manager Ed Leitgeb, Operations Manager Terrance Bethea and other branch team members as needed. During the QBR, we will review our performance, discuss areas for improvement, identify ways Walden can support the City of Charleston's strategic priorities in the areas of facility security, and get out in front of any evolving security issues.

CUSTOMER SELF-SERVICE PORTAL

Key to our quality commitment is transparency: giving you the tools to view, track and engage with us on all aspects of our security program online. We provide real-time quality assurance and KPI metrics through our eHub Customer Self Service (CSS) portal. The CSS allows your team to:

- View Invoices
- View Schedules and Rosters
- Track Turnover
- Place Extra Coverage Requests
- Create Reports
- Submit Action Items
- Track Quality Assurance and KPIs



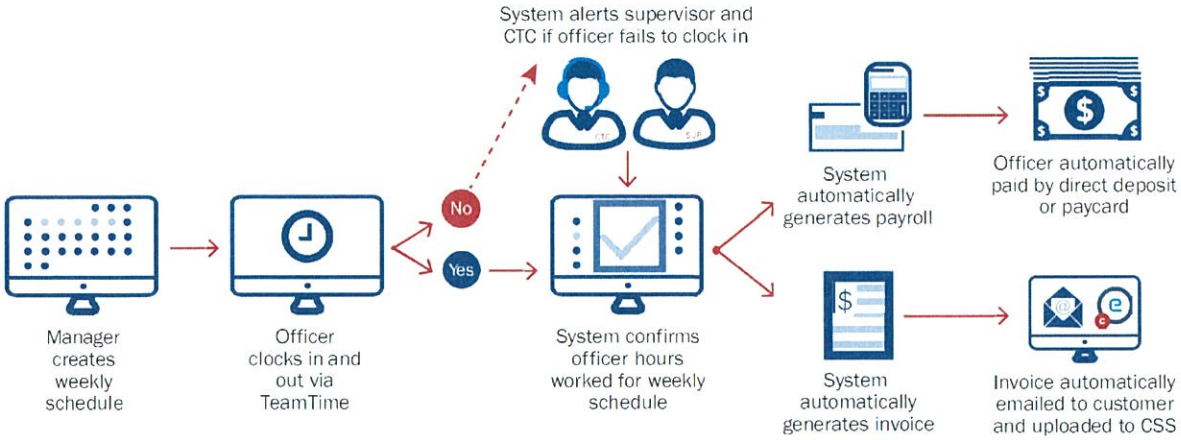
We will train The City of Charleston's management in eHub CSS during the transition.

PAYROLL AND INVOICE ACCURACY

A key component of our quality assurance program is ensuring our payroll and invoicing is correct. This is not only a critical performance measure for our clients, but it's also important to our employees. With a 99.2% payroll and 98.5% invoice accuracy rate, Walden Security relies on TEAM Software — the industry's leading workforce management technology — to deliver accurate recordkeeping.

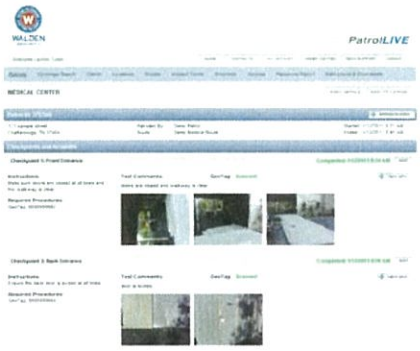
HOW THE PROCESS WORKS

- **TeamTime** automates the timekeeping processes by allowing officers to clock-in and -out from designated telephones using their employee ID numbers. When an officer calls into TeamTime, the call is automatically logged in the system. This reduces the risk of timekeeping fraud and violation of Department of Labor regulations.
- **PostWatch** generates notification alerts in cases of tardiness, absences or caller ID mismatches. When the post is confirmed as worked and the process is complete, the system automatically processes employee payroll and generates the customer invoice.



GEOCHECK PATROL VERIFICATION AND FIELD REPORTING TECHNOLOGY

Enabling our officers to perform patrol verification and field reporting – and to seamlessly communicate their results to site supervisors and the client – is another crucial way we measure the quality of our security program. **This technology has been proposed for all locations under the City of Charleston contract.**



Documented checkpoints and breadcrumb GPS reports demonstrate we effectively complete every round. Once entered, data routes, locations and checkpoints cannot be changed. Our officers generate reports in the field and email them directly to you, delivering instant updates anytime and anywhere.

GeoCheck™ technology allows our officers to conduct inspections, record guard tour rounds, document incidents and instantly submit alerts and reports from any web-enabled device.

- GPS unit with GeoTag technology
- Video surveillance and bi-lateral video sharing
- Security officer camera management
- Two-way communication
- Instantly transfer information via text, email, web
- Alert/incident and management/resolution
- Detailed activity and event reports
- Guard tour instant replay
- Monitor activity 24/7
- Password protected and completely secure
- Fully customizable

GEOCHECK
OFFICER MOBILE TRACKING

Never wonder again whether your mobile or foot patrol rounds were made. Once entered, data routes, locations and checkpoints cannot be changed.

We can provide alerts and reports as often as necessary. Examples include:

- Incident reports with photo, video and voice capture
- Light-out reports
- Hardware alerts: no-motion, low battery, etc.
- Irregular or suspicious activity alerts
- Post instructions and updates
- Emergency contacts
- Patrol and guard tour checkpoints
- Parking safelists and blacklist

THE GOLDEN GUARANTEE

Our team at Walden ultimately measures our success by your satisfaction. In fact, we provide every customer our Golden Guarantee to demonstrate the level of our commitment. Our Golden Guarantee is simple: **If you're not happy with our service on any shift, you don't pay for that shift.**

If you are not happy with our service, we want you to contact your Regional Vice President to address the problem. We immediately discuss and investigate your concern and implement corrective action to ensure the problem does not arise again.

EMPLOYEE RETENTION

Walden Security's Employee Family Scholaship Program has provided more than $140,000 in scholarships to deserving students. Pictured above is Mike and Amy Walden with four-year scholarship recipient Jovan Paige, a public policy graduate of Georgia State University.

We strive to be the employer of choice in our industry, therefore providing our customers with the best security officers in the nation. With dedicated employee-focused programs that encourage professional development and promote excellent work performance, we report retention rates that far exceeds the industry standard. These efforts include:

- Improving efforts in the screening and placement of personnel
- Emphasizing a stable employment history in the selection process
- Offering meaningful benefits as part of our employment package
- Formally and publicly recognizing excellence
- Rewarding top performers by offering career advancement opportunities

EMPLOYEE BENEFITS

To attract and retain high caliber personnel, Walden Security offers a competitive compensation and benefits package. Above-market wages are only one part of our compensation package. Meaningful benefits foster employee loyalty to Walden Security and our clients:

INSURANCE AND PERSONAL FINANCE BENEFITS

Benefit	Description	Eligibility
Medical Insurance ***ACA-compliant with affordable plan options**	Eligible Walden Security employees may enroll in any of the following ACA-compliant medical plans: 1. Preventative Care Plan 2. Preventative & Basic Plan 3. Combined Preventative & Enhanced Plan 4. Base Plan 5. Buy-Up Plan	Employees working a minimum average of 30 hours per week become eligible the first of the month following 60 days of continuous service. If an officer can show proof that they are currently enrolled in a health care plan, they can enroll immediately with no gap in coverage.
Dental Insurance	Participants enjoy unlimited dentist choices with no network restrictions. Multiple plan options.	Employees working a minimum of 20 hours per week become eligible the first of the month following 60 days of continuous service.
Vision Insurance	Voluntary vision wellness plan that offers eye exam benefits and cost savings on eye care purchases.	Employees working a minimum of 20 hours per week become eligible the first of the month following 60 days of continuous service.
Accident Insurance	Voluntary plan that provides employees and families with hospital, doctor, accidental death and catastrophic accident benefits in the event of a covered accident.	Employees working a minimum 20 hours per week become eligible the first of the month following 6 months of continuous service.
Basic Life and Accidental Death & Dismemberment Insurance	Eligible employees may purchase up to $100,000 term life and AD&D supplemental policy in $10,000 increments. Option to add dependents.	Employees working a minimum of 32 hours per week become eligible the first of the month following six months of continuous service.
Short-Term Disability	This voluntary benefit replaces a portion of the employee's income if a participant becomes disabled due to a covered accident or covered sickness.	Employees become eligible the first of the month following 90 days of continuous service.
Voluntary Cancer Plan	This voluntary benefit is designed to help offset the out-of-pocket medical and indirect, non-medical expenses related to cancer that most medical plans do not cover. Benefits are paid directly to the employee and there is a wellness benefit included on this plan.	Employees become eligible the first of the month after 90 days of continuous service.
401(k) Retirement Savings	Walden Security may contribute a discretionary match of employees' contributions.	Employees become eligible the first of the month following six months of continuous service.

Benefit	Description	Eligibility
Direct Deposit	Employees may deposit funds into the financial institution of their choice.	All Walden Security employees.
Corporate Partner Discounts	Walden Security offers dozens of corporate partner discounts with retailers, gyms, entertainment venues, financial institutions, cellular service providers and many more.	All Walden Security employees.

QUALITY OF LIFE AND WORKPLACE BENEFITS

Benefit	Description	Eligibility
Uniforms	Walden Security issues a complete set of quality uniforms to every security officer at no cost to the employee.	All Walden Security officers.
Vacation Benefits	Employees receive one week after one year of service, two weeks after five years of service and three weeks after 10 years of service.	Security officers who average 32 hours a week per six-month period receive paid vacation.
Time and a Half on Holidays	Walden Security employees receive time-and-a-half on recognized holidays.	Walden Security officers who work on any of the company's 10 recognized holidays.
Bereavement Leave	In the event of a death in an employee's immediate family, Walden Security allows up to three unpaid days off work.	All Walden Security employees.
Employment Referral Bonus	We reward our employees who refer candidates for employment once the new employee successfully completes 90 days of employment.	All Walden Security employees.

EDUCATION AND PROFESSIONAL DEVELOPMENT BENEFITS

Benefit	Description	Eligibility
Continuing Education	Includes Professional Refresher Development, eLearning, Supervisor Leadership Training and more.	Varies according to job position, experience, previous courses completed.
Education Reimbursement	We provide financial assistance for employees who are enrolled in an approved college-level course or approved vocational course of study.	All employees working a minimum average of 20 hours a week are eligible after completing the first year of service.
Professional Certification Scholarships	We reward our managers who pursue professional certifications in their chosen fields, such as Certified Protection Professional (CPP), Professional of Human Resources (PHR) and Certified Public Accountant (CPA). Once the certification is earned, we fully reimburse certification fees and resource materials.	Branch managers and corporate management are eligible to participate.

EMPLOYEE COMMUNICATIONS

Benefit	Description	Eligibility
eHub Employee Self-Service	Our employee self-service portal gives every Walden Security employee the ability to read company announcements, view their paycheck stubs, review their benefits, access corporate partner discounts, print W-9s and much more.	All Walden Security employees.
SpeakUp! Confidential Employee Hotline	Toll-free, anonymous and confidential reporting service offered to our employees 24 hours a day, seven days a week. We record and review all reported information and relay concerns to the appropriate manager for follow-up.	All Walden Security employees.
Employee Assistance Program (EAP)	No cost to employees. Confidential counseling service, legal consultations with 25 percent deduction in customary legal fees, financial advice and an online resource.	All Walden Security employees.
Newsletters: The Walden Report™ and DrugFree@Workplace	The Walden Report provides relevant company news, benefits updates, recognition and more. Each month, Walden Security also distributes DrugFree@Workplace, published by the Council on Alcohol and Drugs.	All Walden Security employees.
Recognition Postcards	Walden Security goes the extra mile to communicate with each of our employees to let them know that they are truly appreciated and are an important part of our team. Every week, each local Human Resources Department sends handwritten messages to security officers in the field who have just joined the company, who are celebrating a birthday or anniversary, or who are observing some other occasion or special event.	All Walden Security employees.

EMPLOYEE PERFORMANCE RECOGNITION

To be a Walden Security officer, exemplary performance – and nothing less – is expected. Walden Security officers can be counted on to provide exceptional service to our clients, and we recognize and reward performance excellence in several ways:

SECURITY OFFICER OF THE MONTH AND YEAR

We set the bar high, but often, an officer will perform above and beyond our expectations. Every Walden Security branch office recognizes at least one Officer of the Month, who receives a gift card, commemorative plaque and gift. From those selected as Officer of the Month throughout the year, each local office selects one officer as Officer of the Year. In a special ceremony, President Mike Walden presents the Officer of the Year with a commemorative plaque, custom name tag, $500 cash bonus and Coin of Excellence.

COMMENDATION LETTERS FROM THE COMPANY PRESIDENT

We reward exceptional performance by sending the employee a personalized letter from Walden Security President Mike Walden and a certificate of recognition, along with a cash bonus, gift certificate or gift.

COINS OF EXCELLENCE

In line with the proud U.S. military tradition of challenge coins, Walden Security issues Coins of Excellence to our officers in both formal and informal settings to recognize an accomplishment of performance excellence.

TENURE AWARD CEREMONIES

When our employees reach a 3-, 10-, 15-, 20-, or 25-year tenure milestone, we hold Tenure Award Ceremonies, inviting employees' family members, clients, and Walden branch, region and corporate leadership. A Walden Security leader formally presents the employee with an anniversary lapel pin and a certificate of recognition.

CONTRACT PERFORMANCE BONUSES

Upon client request, we arrange to provide annual performance bonuses to employees who work on contracts that include these bonuses.

Officers Roger Daugherty and Lebron Layne receive recognition for being with Walden Security for 20 years in a special tenure ceremony held at our home office. More than 100 people attended the event.

UNIFORMS & APPEARANCE

We understand that our officers' appearance is a direct reflection of your company. In order to maintain an authoritative, professional appearance reflective of our company's standards and your desired image, we require every employee to place a high importance on his or her appearance. We uphold strict image guidelines and conduct unannounced site inspections to confirm that our officers look their best at all times.

Every security officer will receive an ample supply of premium uniforms, accessories and gear to enable them to look professional and remain comfortable while on duty. We replace uniform items at no cost to our officers as needed due to normal wear and tear.

STANDARD HARD LOOK UNIFORM

Item	Color(s) Available	Standard Issue Quantity
Shirt (Long-sleeve/Short-sleeve; men's/women's)	White, Blue	5
Pants w/gold stripe	Navy	4
Tie	Navy	2
Belt	Black	1
3-in-1 Inclement Weather Jacket/Raincoat	Black	1
Baseball Cap	Black	1
Cold Weather Hat	Black	1
Composite-toe footwear (free of eyelets)	Black	1
Walden Security Photo ID Badge	n/a	1
ID Badge Reel	n/a	1
Badge	Brass	1
Badge Holder	n/a	1
Name Tag	Brass	1

FINANCIAL ANALYSIS

Though putting a price tag on security is difficult, it is part of the cost of doing business, and in today's competitive marketplace, it must be done at the best value. Our vision is to play an integral role at your property and demonstrate tangible value, where our value outweighs our costs.

One of the guiding tenets of Walden Security is to provide the best possible service for the greatest value, without the sacrifice of quality. And with one of the highest employee retention rates in the industry, we can do just that, supplying proven professionals without the high cost of constant turnover – and leaving your post in experienced, capable hands.

COST GUIDELINES

At Walden Security, we believe that paying premium wages and providing generous benefits significantly reduces overtime and turnover. It will be important to revisit the bill rate on an annual basis to ensure that our wage structure is in line with market rates and that our increasing business costs are covered.

Straight-Time Billing Rate: The straight-time billing rate is the normal billing rate charged for working eight hours a day, 40 hours a week.

Overtime/Premium Billing Rates: Overtime rates are billed at a rate of one-and-a-half times the straight-time billing rate. The overtime rate is charged under the following conditions:

- Extended shifts and hours performed at your specific request (e.g., shifts of more than eight hours, extra days, requests for a specific officer beyond regular hours).
- Additional personnel requested for a temporary and short-term duration.
- All additional hours requested with less than one-week advance notice.
- All hours required during unusual or emergency situations (e.g., labor strike, civil disturbance or natural disaster).
- The holiday bill rate will apply for any security hours staffed during the following holidays, as well as any requested extra coverage in addition to the permanently scheduled hours per week: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

PRICE SCHEDULE

The completed Cost Data Form can be found on the following page.

COST DATA FORMS

Page 2

In Compliance with Request for Proposal #20-P002R, the undersigned hereby proposes to provide all materials, equipment, and labor to provide security services at various City of Charleston facilities and sites for the following cost (all prices shall include applicable sales taxes):

An individual Proposal Price must be submitted for each site to be considered for award. **Prices must be firm for the entire contract period** and each consecutive contract period the City exercises the option to extend the contract. **Prices shall include all applicable taxes.**

Location	#	Unarmed/ Armed	Schedule	Time	Days/ Wk	Hrs/ Wk	Hourly Rate	Estimated Cost per Week
City Hall 80 Broad St.	1	Unarmed	M-F	8am-5pm	7	45	$16.41 Unarmed	$1,870.92
			S-S	12pm-6pm		12	$20.79 Armed	
	1	Armed	M-F	8:30am-5:30pm	5	45		
Greenberg Building 180 Lockwood Blvd.	4	Unarmed	M-F	8am-4pm	5	40	$16.41 Unarmed	$2,976.00
		Unarmed	M-F	9am-5pm	5	40		
		Armed	M-F	7am-3pm	5	40	$20.79 Armed	
		Armed	M-F	9am-5pm	5	40		
Permit Center 2 George St.	1	Unarmed	M-F	8:30am-5pm	5	40	$16.41 Unarmed	$656.40
Hazel Parker Playground 70 East Bay St.	1	Unarmed	M-F	9am-6:30pm	7	47.5	$16.41 Unarmed	$976.40
			Sat	10am-4pm		6		
			Sun	12pm-6pm		6		
Special Events	# of Guards, Armed/Unarmed, Dates, Times and Hours will all vary depending on the event.						$16.41 Unarmed	$20.79 Armed
Total Estimated Weekly Cost							$6,479.72	
X 52 Weeks								
Total Estimated Annual Cost							$336,945.44	

The following items are included in Walden Security's billing rate:

Billing Rate Components	
Officer Wages	Our wage rates are based on market conditions for officers in your area with the skills and abilities that you require. Officers are paid bi-weekly. **Please refer to Appendix E for a wage analysis for both armed and unarmed officers within Charleston, SC.**
Statutory Payroll Costs	These include state and federally mandated taxes that are paid on all employees.
Insurance	General liability and workers' compensation insurance are included. Medical and other ancillary benefits are not included in the billing rate.
Training Costs	Includes pre-assignment Initial Security Officer Training, orientation, site-specific on-the-job training, specialized training, Professional Refresher Development and continuing education.
Uniforms & Equipment	Officers are given the use of uniforms and equipment free of charge.
Background Investigations & Drug Screening	Walden Security places great emphasis on officer selection. To that end, a background investigation, more stringent than the law requires, is performed on every applicant.
Vacation Pay	Upon eligibility, security personnel receive the following vacation benefits: One week after one year of service, two weeks after five years of service and three weeks after 10 years of service. Incumbent personnel at your location may be grandfathered into the program.
General & Administrative Costs	Walden Security's low overhead costs are also included in your hourly bill rate.
Profit	We have included a reasonable, sustainable profit in your bill rate.

ADDITIONAL ITEMS

Option	Quantity	Cost	Notes
Smartphone	04	Included	Walden Security will provide guards with the use of a smartphone at each of the locations on the contract.
GeoCheck	04	Included	This mobile workforce verification and reporting app includes guard touring, GPS functionality and modules for incident/daily activity reports and instant notifications. Software will be installed at all locations on the contract.

INSURANCE COVERAGE

Walden Security exceeds the industry standard with all of our insurance policies. Because of our commitment to safety, Walden Security can afford you the very best protection.

General Liability: Walden Security carries full limits for client property in our care, custody and control. The industry standard addresses care, custody and control as a sub-limit under the general liability policy. We provide not only basic liability limits for your valuable assets, but we extend our excess policy to you as well. Our general liability policy also includes true assault and battery, lost-key coverage, errors and omissions, personal injury, fire damage, medical payments and blanket additional insured as requested. We also have a "Per Project Aggregate" which gives each client its very own protection, not to be depleted by any other client.

Automobile Liability: Our automobile liability coverage is extensive. We are covered by both our primary and excess policies for legal liability and property damage arising out of the ownership, maintenance or use of any vehicle in connection with Walden Security operations.

Workers' Compensation: As we lower our risk, we are able to lower the cost of doing business in areas such as workers' compensation insurance and, in turn, provide more cost-effective services to all of our clients.

This summary of coverage herein is only to illustrate our coverage and is not intended as a policy of insurance, binder or statement of coverage. In every instance, the policy is the only accepted statement of coverage.

CONCLUSION

In these pages, we have demonstrated that Walden Security is "*Setting the Standard by Setting the Example.*"® We've shown you how we set ourselves apart with our distinctively effective recruiting and screening process, an exceptionally thorough and rigorous training process, a comprehensive transition process, leading-edge technology that augments your service, a security presence that grants you peace of mind, and a customer-service ethic that delivers unmatched quality.

Thank you for the opportunity to present our proposal for your security services. We know that when you join forces with Walden Security, we become the face of The City of Charleston to many. It's confidence well placed, as our skilled, principled and motivated team will deliver incomparable service that reflects well on Walden Security and, most importantly, you.

APPENDICES

- Appendix A - Signed Documents
  - RFP Cover Sheet
  - Certificate of Familiarity
  - Minority/Women Business Enterprise Program Forms
  - Addendum #1
  - Addendum #2
- Appendix B - Employee Resumes
- Appendix C - Licenses and Certifications
- Appendix D - Active Shooter Training Lesson Plan
- Appendix E - PayScale Wage Reports

APPENDIX A - SIGNED DOCUMENTS

The following signed documents are enclosed on the following pages:

- RFP Cover Sheet
- Certificate of Familiarity
- Minority/Women Business Enterprise Program Forms
- Addendum #1
- Addendum #2

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P002R	**Proposals will be received until:** March 5, 2020 @ 12:00pm
Proposal Title: Security Services	
Mailing Date: January 23, 2020	**Direct Inquiries to:** Robin Robinson
Vendor Name: Walden Security	**FEIN/SS#:** 621448519
Vendor Address: 100 East 10th Street, Suite 400	
City – State – Zip: Chattanooga, TN 37402	
Telephone Number: (423) 702-8200	**Fax Number:** (423) 702-8202
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	**We are certified by the Women's Business Enterprise National Council (WBENC). A copy of our certificate is in the Appendix.**
Authorized Signature:	**Title:** Chairman and CEO
Date: February 28, 2020	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. The City of Charleston (hereinafter the "City") desires to obtain the services of a professional security agency or organization for the purpose of protecting various City premises, and assisting and protecting employees and the public from disturbances, trespass, theft, loss, or damage, loss of life, hazards, and other prohibited and dangerous activities. The selected agency must demonstrate that it can provide quality security services, which coincide with the desired end results required by the City.

2. This solicitation seeks proposals responding to the Scope of Work for a **Security Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

3. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

4. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the

Proposal Number: 20-P002R	**Proposals will be received until:** March 5, 2020 @ 12:00pm
Proposal Title: Security Services	
Mailing Date: January 23, 2020	**Direct Inquiries to:** Robin Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Metropolitan Security Services, Inc., dba Walden Security	
Company Name As registered with the IRS	Authorized Signature
100 East 10th Street, Suite 400	Amy S. Walden
Correspondence Address	Printed Name
Chattanooga, TN 37402	Chairman and CEO
City, State, Zip	Title
brandon.shepherd@waldensecurity.com	(423) 702-8200/(800) 846-4350
Email	Telephone Number/Toll Free Also (If Available)
100 East 10th Street, Suite 400	(423)702-8202
Remittance Address	Fax Number
Chattanooga, TN 37402	February 28, 2020
City, State, Zip	Date
621448519	N/A
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☒ No **We are certified by the Women's Business Enterprise National Council (WBENC).**

If so, please provide a copy of your certificate with your response.

A copy of our WBENC certificate is located in the Appendix.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☒ **Affidavit C – *Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Walden Security

Amy S. Walden

Signature

February 28, 2020

Date

Amy S. Walden

Print Name

Chairman and CEO

Title

Witness

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of Walden Security
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the City of Charleston Security Services contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 2/28/2020 Name of Authorized Officer (Print/Type): Amy S. Walden

Signature: Amy S. Walden

Title: Chairman and CEO

Sworn to before me this 28 day of February, 2020.
Notary Public for the State of Tennessee
My Commission Expires: June 8, 2020
Print Name: Amy M. Schaffernoth
Phone Number: 423. 702-8213
Address:

Notary Seal:

Amy M. S

Amy M. Schaffernoth
State of Tennessee Notary Public
Hamilton County

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: February 20, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P002R – Security Services

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 **In RFP #20-P002R, page 6, Section 24 Notice to Proceed mentions the payment of "Performance and Payment Bonds" to the City. This is the only referenced to bonds I see. My question is, are bonds required for the contract?**

A-1 No.

Q-2 **Do you anticipate extending the due date?**

A-2 We do not.

Q-3 **What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?**

A-3 The committee will evaluate each proposal based on the criteria listed in the RFP. The committee may choose to shortlist or to make an award and proceed with a contract.

Q-4 **Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?**

A-4 It was not.

Q-5 **Other than your own website, where was this bid posted?**

A-5 The notice was advertised in the Post & Courier, The Chronicle and on SCBO (South Carolina Business Opportunities) website.

Q-6 Who is the incumbent?

A-6 Universal Protection Service DBA Allied Universal Security Services is the incumbent.

Q-7 When were they awarded the contract? Copy of current contract?

A-7 The City entered into contract with Diamond Security in 2007 (now Universal Protection Service DBA Allied Universal Security Services).

Q-8 What is the current bill rate?

A-8

Armed Security Officer	$16.30/hr.
Unarmed Security Officer	$14.57/hr.

Q-9 What was the previous bill rate?

A-9

Armed Security Officer	$14.08/hr.
Unarmed Security Officer	$15.75/hr.

Q-10 Is overtime rate lined in the contract?

A-10 Yes it is.

Q-11 What was the contract amount spent last year?

A-11 For 2019, the City spent a little more than $300,000.00

Q-12 Is there any minimum wage/pay?

A-12 No.

Q-13 Does the district abide by any city Living Wage Ordinances or just minimum wage?

A-13 Federal Minimum Wage.

Q-14 Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?

A-14 No.

Q-15 Is there a desired page limit for the proposal submission?

A-15 There is not.

Q-16 Are vehicles required for this bid? If so, how many and what type are needed?

A-16 Vehicles are not required for this RFP.

Q-17 How many vehicles and what types of vehicles is the incumbent using?

A-17 No vehicles are being used.

Q-18 Are there any more equipment required other than which it's mentioned in the proposal?

A-18 No.

Q-19 Is this bid subject to a union or CBA?

A-19 It is not.

Q-20 Is it mandatory to have subcontractor Minority or Women Owned Business? Or are there any goals if we have Minority or Women Owned Business subcontractor?

A-20 This is not mandatory. Our RFP does not require you to be a M/WBE or to sub. The City has goals and we ask that you help us to meet those goals. These goals are a request, not a requirement. We recognize SC W/MBE certification. You do not have to be certified with us or the state or sub to be able to submit a proposal. If you do subcontract, you will need to complete Affidavits A and B. If you plan to self-perform, you will need to complete Affidavit C.

Q-21 Does this bid require bid bond or performance bond? If yes, how often have you assessed liquidated damage, if applicable?

A-21 No.

Q-22 In RFP 20-P002R, page 19, notes the MWBE Compliance Requirements forms needed. The instructions can be interpreted in one of 3 ways which are: A&B, A&C or just C If we are planning to use No Subcontractors, do we return A & C or just C.

A-22 If you are going to subcontract, you will need to complete A & B. If you are going to self-perform, you will complete C. See A-20.

Q-23 **In RFP #20-P002R, page 29 – Scope of Services, notes Hid, Run, Fight, Training. Can you elaborate on the costs involved for this training and where it was taken? We would want our guards to have the same training.**

A-23 Training was obtained from Homeland Security website, no cost.

Q-24 **We would like to provide all the coverage ourselves and not sub out any portion. We are a nationally recognized WBE company with our majority of ownership falling under our female owner. I noticed on the cover page, the question is asked about whether or not we are a WBE certified company with the state of SC. Does our national recognition count to allow us to meet your requirements, or do we have to either become a SC recognized company or sub out 20% of the coverage?**

A-24 Our RFP does not require you to be a M/WBE or to sub. The City has goals and we ask that you help us to meet those goals. These goals are a request, not a requirement. We recognize SC W/MBE certification. You do not have to be certified with us or the state or sub to be able to submit a proposal.

Q-25 **This is 100% armed based on the location sheet, correct? You are not wanting armed and unarmed rate as part of the request?**

A-25 Please provide both rates.

Q-26 **On page 34, under Communications, it says to see equipment list for devices needed. Looking all through the documents, we are not seeing such equipment list. Could this please be provided?**

A-26 There is no equipment list.

Q-27 **Is the City license required at the time of bid? Or upon award?**

A-27 It is required upon award.

Q-28 **Could you please clarify the below highlight?**
"Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office."

A-28 The solicitation number for this RFP is #20-P002R. If you are sending in a proposal, please make sure that number is written somewhere on your mailing package. If you are sending us any correspondence not related to this RFP, please Do Not put the solicitation number on it. We do not open our RFPs or IFBs until the date and time stated in the solicitation document that they are due.

Q-29 Can you confirm that no overtime rate is to be paid by City of Charleston for "additional/special request" officers?

A-29 Yes.

Q-30 Do you have stipulations on the wages for the officers? Can you share the current wage?

A-30 Wages to be negotiated.

Q-31 I believe I understand that contractor is to provide the "round keeping" apparatus. Do you know how many checkpoints you currently have? Does each building have its own device?

A-31 TBD

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

February 28, 2020
Date

Walden Security
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2

T: (843) 724-7314
F: (843) 720-3872

DATE: February 21, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P002R – Security Services

This addendum #2 to the solicitation is being made for the following reasons:

Please find the attached corrected Cost Data Forms page 2. Please use this in lieu of the form in the RFP packet.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

February 28, 2020
Date

Walden Security
Company Name

COST DATA FORMS

Page 2

In Compliance with Request for Proposal #20-P002R, the undersigned hereby proposes to provide all materials, equipment, and labor to provide security services at various City of Charleston facilities and sites for the following cost (all prices shall include applicable sales taxes):

An individual Proposal Price must be submitted for each site to be considered for award. **Prices must be firm for the entire contract period** and each consecutive contract period the City exercises the option to extend the contract. **Prices shall include all applicable taxes.**

Location	#	Unarmed/ Armed	Schedule	Time	Days/ Wk	Hrs/ Wk	Hourly Rate	Estimated Cost per Week
City Hall 80 Broad St.	1	Unarmed	M-F	8am-5pm	7	45	$16.41 Unarmed $20.79 Armed	$1,870.92
			S-S	12pm-6pm		12		
	1	Armed	M-F	8:30am-5:30pm	5	45		
Greenberg Building 180 Lockwood Blvd.	4	Unarmed	M-F	8am-4pm	5	40	$16.41 Unarmed $20.79 Armed	$2,976.00
		Unarmed	M-F	9am-5pm	5	40		
		Armed	M-F	7am-3pm	5	40		
		Armed	M-F	9am-5pm	5	40		
Permit Center 2 George St.	1	Unarmed	M-F	8:30am-5pm	5	40	$16.41 Unarmed	$656.40
Hazel Parker Playground 70 East Bay St.	1	Unarmed	M-F	9am-6:30pm	7	47.5	$16.41 Unarmed	$976.40
			Sat	10am-4pm		6		
			Sun	12pm-6pm		6		
Special Events	# of Guards, Armed/Unarmed, Dates, Times and Hours will all vary depending on the event.						$16.41 Unarmed	$20.79 Armed
Total Estimated Weekly Cost							$6,479.72	
X 52 Weeks								
Total Estimated Annual Cost							$336,945.44	

APPENDIX B - TEAM MEMBER RESUMES

Ed Leitgeb – General Manager

Responsibilities	Qualifications
Establishes, develops and fosters relationships. Interfaces daily with clients to ensure total client satisfaction. Directs new contract start-ups. Implements and enforces Walden Security policies and goals. Oversees all branch financial activity, maintains P&L in accordance with Walden Security financial goals. Directs activities of local branch departments, including operations, human resources, training and administration. Security expert consults with clients by conducting site security surveys, threat assessments, post orders development, and contingency plans.	**29 years security industry experience** General Manager, *Walden Security* (2019-present) Regional Manager/Portfolio Manager, *Sunstates Security* (2019) District Manager, *US Security Associates* (2013-2019) Area Vice President, *Securitas Security Services USA Inc.* (1991-2012) B.S. Political Science, *John Jay College of Criminal Justice*

Terrance Bethea – Operations Manager

Responsibilities	Qualifications
Manages personnel, including managers within the assigned Secure Solutions Account. Ensures Walden Security meets all contractually scheduled hours with minimal personnel turnover or overtime. Builds and promotes positive client relationships. Inputs, compiles and retrieves schedule, payroll, and invoice data utilizing online workforce management system. Develops and maintains site-specific post orders. Handles emergency staffing placement. Fills shifts whenever necessary. Manages uniforms, equipment, supplies & vehicle inventory. Trains all new security personnel in Walden's North Carolina and South Carolina areas. Conducts site-specific OJT and ongoing refresher training for security personnel. Reconciles security logs against shift responsibilities and patrols. Reviews incident reports and conducts preliminary investigations. Performs account audits inspections, completes documentation in compliance with ISO 9001:2015 QMS. Ensures security services are delivered, filling in for managers and the District Manager when needed. Coaches and develops high-potential security staff, helping them grow their careers and pursue promotional opportunities.	**15 years security industry experience** 7 years of service in United States Army Operations Manager, *Walden Security* (2017-present) Account Manager, *Command Security Corp.* (2017) Accounts Manager, *Weiser Security Services, Inc.* (2015-2016) Loss Prevention Supervisor/3rd Shift MOD, *Marriott International* (2010-2016) Chief of Security, *Park Property Management* (2012-2015) District Operations Manager, *Security Forces Inc.* (2006-2009) Human Resources Operations Coordinator, *American Security Programs* (2004-2006) *United States Army* (1997-2005), honorable discharge 73B Ordinance (1997-2005) Special Operations Deployment, Operation Iraqi Freedom (2004-2005) B.S, Criminal Justice, *Benedict College* A.S., Digital Forensics and Cyber Crimes, *Central Piedmont Community College* NC PPSB Unarmed Certified Instructor NC Registered Security Armed Professional SC Registered Armed Professional SLED Primary Basic/Primary Plus Firearms Instructor CPR/First Aid/AED Certified Instructor TWIC Card Holder

Brandon Shepherd – Business Development Manager

Responsibilities	Qualifications
Establishes, develops and fosters quality business relations to generate new business and retain clients. Analyzes client needs to professionally prepare, submit and present accurate and timely formal proposals. Collaborates with Regional Vice President of Operations to demonstrate the resources and expertise of Walden Security to clients during the sales process to ensure confidence in the value and competence of the operations team after the sale during implementation of services. Conducts web demonstrations to prospective and new clients. Represents Walden in trade, business and community associations. Trains new business development managers.	**18 years security and law enforcement experience** *Walden Security* (2011–present) Business Development Manager (2018–present) Senior Operations Manager (2014–2018) Assistant Operations Manager (2014) Security Supervisor (2011–2014) Order Fulfillment, *Rock Creek Outfitters* (2010–2011) Federal Officer, *U.S. Customs & Border Protection* (2007–2010) Security Screener, *Transportation Security Administration* (2002–2007) *Chattanooga State Technical Community College* *Brittain Academy* (High School), High Point, NC Industry Memberships: ASIS International Building Owners and Managers Association International International Facility Managers Association

APPENDIX C - LICENSES AND CERTIFICATIONS

American Systems
REGISTRAR
5281 Clyde Park Ave. SW, Suite 1
Wyoming, MI 49509 USA
www.asrworldwide.com
616-942-6273

American Systems Registrar, LLC, a provider of third-party system registration and accredited by the ANSI-ASQ National Accreditation Board attests that:

WALDEN SECURITY

100 EAST 10TH ST.
SUITE 400
CHATTANOOGA, TN 37402

with a scope of:

WALDEN SECURITY PROVIDES A WIDE SPECTRUM OF SERVICES SPECIALIZING IN TRAINED, ARMED AND UNARMED UNIFORMED SECURITY PERSONNEL TO PERFORM PHYSICAL SECURITY PATROL, ALARM RESPONSE AND SPECIAL OPERATIONS

has established a quality management system that is in conformance with the International Quality System Standard

ISO 9001:2015

ASR Certificate Number:	2083
Date of Certification:	May 18, 2018
Date of Certification Expiration:	May 17, 2021
Date of Initial Registration:	July 31, 2003
Revision:	
Re-Issue Date:	

President

CERTIFICATE OF REGISTRATION

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

METROPOLITAN SECURITY SERVICES, INC. DBA WALDEN SECURITY

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: November 28, 2006
Expiration Date: November 30, 2020
WBENC National Certification Number: 252727

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Authorized by Phala Mire, President
Women's Business Enterprise Council - South

WBECSOUTH

NAICS: 561612, 561621
UNSPSC: 92121500, 92121504

APPENDIX D - ACTIVE SHOOTER PROGRAM LESSON PLAN

The following is a copy of our Active Shooter Program lesson plan that we deliver to every Charleston County armed security officer. We can deliver a similar program for CCSD armed Officers.

Active Shooter Training: Armed Officers- Charleston County

GENERAL COURSE INFORMATION

Course Title	Active Shooter Training: Armed Officers- Charleston County
Developed by:	Corporate Learning & Development
Course Reference	
Instructor	Branch Trainer, Contract Account Manager, or other designated person
Course Category	Specialized, Contract Specific
Method of Instruction	Instructor-led Classroom, Physical Skills, eLearning
Resources Required	Projector or TV Wireless Presenter Laptops or Tablets for Exam Classroom to accommodate 15 students Suitable training space to include vacant room(s) and/or hallway Molded plastic training Glock 17 replicas Colored zip ties to mark searched participants
Course Length	Initial: 8 hours Annual: 4 hours

COURSE OVERVIEW

The County of Charleston has contracted with Walden Security to provide security services for county buildings. Armed Security Officers are required by contract to receive active shooter training which will train the officers to "move to the shots" in the event of an active shooter. This 6 hour training will provide instruction for armed officers in the areas of active shooter data, recognizing threats, preventing threats, responding to threats and recovery.

AUDIENCE

Audience	Armed Walden Security Officers working for the Charleston County account.
Level of Knowledge	Minimum security and firearms training H.S. Education Little to no Active Shooter Training
How will I introduce the topic in a way that captivates their attention but also gets them to buy-in to the importance of this topic?	Presenting real world stories highlighting the increasing active shooter incidents and the need for enhanced training.

OBJECTIVES AND PURPOSE

Learning Objectives	Active Shooter historical background, establishing baselines, reading human behavior, target hardening, command presence, approaching suspects, response to and recovery from threats How to safely and effectively move to the threat
What key ideas/concepts do I want the audience to take away? What abilities do I want the audience to be able to perform?	Recognize Potential Threats Preventing Potential Threats Responding to Threats Recovery
Why is it important for the audience to learn these key ideas/concepts or know how to perform these tasks?	Active Shooter incidents have been steadily increasing. It is not a matter of "If" but "When." By training and preparing, your response will protect you and those around you.
Is there a specific sequence that must be followed? Is there a chronological order that makes sense? Is there a beginning, middle, and end?	Knowing your Environment: Recognizing Threats Preventing Potential Threats Response Recovery

EVALUATION

	Before	During	After
How will I determine their level of understanding or ability to perform? What level of understanding or performance is acceptable?	LMS Pre-Assessment (not graded)	Knowledge Checks Physical Skills Demonstration LMS Final Exam (80% passing) LMS Course Survey (not graded)	LMS Entry- Instructor Eval – Physical Skills Checklist

INSTRUCTOR TOOLKIT

	Deliverable	Production Method
Toolkit Deliverables	Lesson Plan	In-house
	Instructor Guide	In-house
	PPT Presentation	In-house
	Student Guide	Outsource-To request more, contact Marketing Department
	LMS Exam	In-house
	Course Completion Certificate	In-house
	Physical Skills Checklist/Roster	In-house

APPENDIX E - WAGE COMPENSATION SURVEY

UNARMED OFFICERS IN CHARLESTON, SC

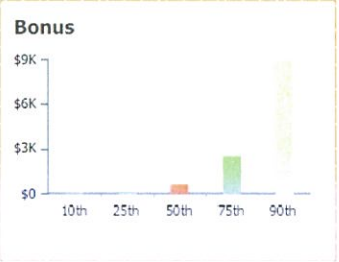
PayScale Market Report

PayScale

Job: Walden Security Unarmed Officer - Security Guard

Compensation Summary

This PayScale compensation report represents a snapshot of market results for the position **Walden Security Unarmed Officer - Security Guard** and location **Charleston, South Carolina, United States**. To ensure the most accurate report, confirm that the PayScale Job and profile details on the following page describe this position and labor market accurately.



Hourly Rate

10th: $10.22
25th: $11.03
50th: $12.17 *Your Target*
75th: $14.01
90th: $16.83
Average: $12.35

100% Reported

Bonus

10th: $32.14
25th: $138.71
50th: $602 *Your Target*
75th: $2,451
90th: $8,718
Average: $949

4% Reported

ARMED OFFICERS IN CHARLESTON, SC

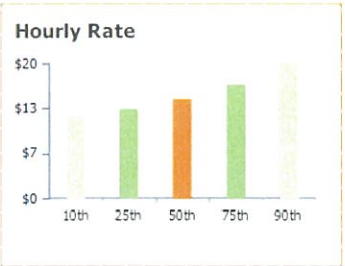
PayScale Market Report

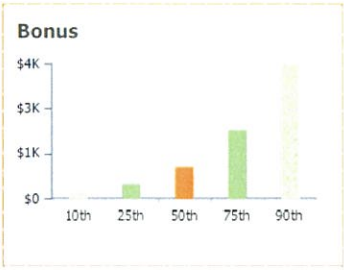
PayScale

Job: Security Officer, Armed - Security Officer, Armed

Compensation Summary

This PayScale compensation report represents a snapshot of market results for the position **Security Officer, Armed - Security Officer, Armed** and location **Charleston, South Carolina, United States**. To ensure the most accurate report, confirm that the PayScale Job and profile details on the following page describe this position and labor market accurately.





Hourly Rate

10th: $12.24
25th: $13.31
50th: $14.79 *Your Target*
75th: $16.95
90th: $20.08
Average: $14.96

100% Reported

Bonus

10th: $200.88
25th: $420.01
50th: $926 *Your Target*
75th: $2,002
90th: $3,965
Average: $1,068

4% Reported

EXHIBIT E

COST DATA FORMS

Page 2

In Compliance with Request for Proposal #20-P002R, the undersigned hereby proposes to provide all materials, equipment, and labor to provide security services at various City of Charleston facilities and sites for the following cost (all prices shall include applicable sales taxes):

An individual Proposal Price must be submitted for each site to be considered for award. **Prices must be firm for the entire contract period** and each consecutive contract period the City exercises the option to extend the contract. **Prices shall include all applicable taxes.**

Location	#	Unarmed/Armed	Schedule	Time	Days/ Wk	Hrs/ Wk	Hourly Rate	Estimated Cost per Week
City Hall 80 Broad St.	1	Unarmed	M-F	8am-5pm	7	45	$16.41 Unarmed	$1,870.92
			S-S	12pm-6pm		12		
	1	Armed	M-F	8:30am-5:30pm	5	45	$20.79 Armed	
Greenberg Building 180 Lockwood Blvd.	4	Unarmed	M-F	8am-4pm	5	40	$16.41 Unarmed	$2,976.00
		Unarmed	M-F	9am-5pm	5	40		
		Armed	M-F	7am-3pm	5	40	$20.79 Armed	
		Armed	M-F	9am-5pm	5	40		
Permit Center 2 George St.	1	Unarmed	M-F	8:30am-5pm	5	40	$16.41 Unarmed	$656.40
Hazel Parker Playground 70 East Bay St.	1	Unarmed	M-F	9am-6:30pm	7	47.5	$16.41 Unarmed	$976.40
			Sat	10am-4pm		6		
			Sun	12pm-6pm		6		
75 Calhoun St 3rd Floor	1	Armed	M-F	8:30am – 5:00pm	5	40	$20.79 Armed	$831.60
Special Events	# of Guards, Armed/Unarmed, Dates, Times and Hours will all vary depending on the event.						$16.41 Unarmed	$20.79 Armed
Total Estimated Weekly Cost							$7,311.32	
X 52 Weeks								
Total Estimated Annual Cost							$380,188.64	

Q-63 **Page 30 Employee ID – Please clarify the identification required for our employees (badge, uniform, picture, etc.)**

A-63 The Gaillard Center will provide ID cards that include a picture. The respective City or Gaillard Center staff will provide key cards for access to the areas associated with their side of the building.

Q-64 **Page 32 & 45 Compliance – who determines the value of the 10% noncompliance work? It is 10% of what value?**

A-64 City/MOB & GMC management will make any noncompliance work determinations dependent upon area of concern.

Q-65 **Page 32 & 45 Compliance – would the contractor have the 8 hours to re-perform or will the City have City personnel do this prior to the 8-hour window? If so, who makes this determination?**

A-65 The contractor would have the opportunity to re-perform the work, both the City/MOB & GMC management will make any quality of work determinations dependent upon area of concern.

Q-66 **Page 32 & 45 - Would all noncompliance charges be discussed with contractor management prior to deductions being made?**

A-66 Yes

Q-67 **Are all windows to be cleaned inside and out for both the MOB and Gaillard Center? If so, it would be helpful to know number of windows per floor.**

A-67 See A-52.

Q-68 **What are the current hours for the day porter and three night cleaners on the MOB side?**

A-68 See A-6

Q-69 **Page 34 – Window Cleaning – When you are asking for the exterior office windows to be cleaned on a monthly basis, are you asking us to clean the outside of the windows on the exterior wall of the building?**

A-69 See A-52.

Q-70 **Page 34 – Window Cleaning – When you are asking for the interior office windows to be cleaned on a monthly basis, are you asking for the inside of the windows on the exterior wall of the building or the glass bright glass throughout building?**

A-70 All interior glass, to include office door panels, meeting room windows etc.

Q-71 Can we get a window count of how many are in the Municipal Office Building?

A-71 Interior glass only.

Q-72 Being asked to supply urinal cakes, how many urinals are in the building on both the Municipal Office side and how many urinals are in the Performance Center?

A-72 The Gaillard Center has 26 urinals and 5 for the MOB.

Q-73 Is there any carpet cleaning on the bid for the Municipal Offices?

A-73 Only vacuuming & spot removal.

Q-74 Is there any machine scrubbing in the restrooms in the bid for the Municipal Offices?

A-74 No.

Q-75 How many square feet of each floor types are in the Municipal Office?

A-75 See A-16

Q-76 Are there any hand sanitizers dispensers that we would be responsible for filling? If so, what kind of hand sanitizer is used in it (brand & number)? How many dispensers are in the Municipal Offices?

A-76 2 – Purell TFX 1200ml auto dispenser

<u>Gaillard Performance Center</u>

Q-77 Page 36 – ***The GMC will require the Contractor to adhere to the GBAC standards of sanitation and cleanliness as we strive to be GBAC certified.***
What training will be required for this? Will all employees need the training or just the supervisor? What is the cost?

A-77 The International Association of Venue Managers (IAVM) is currently working on a pricing structure for event venues. Until they finalize that we do not know the full cost. The training would be for the full staff.

Q-78 Page 36 – How frequently would you like the building to be disinfected? Daily?

A-78 We are currently disinfecting after setup and after each event. The amount of space and frequency will vary depending on the event schedule.

Q-79 Due to an unknown amount of people for the special events, is it possible to bill consumables separately?

A-79 See A-59.

Q-80 Page 37 – *Carpet shall be vacuumed and spot cleaned regularly with periodic full washing.*
How frequent is the full washing required?

A-80 On an as needed basis determined by the contractor and the Gaillard Center.

Q-81 Page 37 – Do the vacuum, floor scrubber and burnisher have to be ride-on?

A-81 The vacuum and burnisher need to be ride-on, the floor scrubber would be ideal but not required.

Q-82 Do the backpack vacuums have to be battery powered?

A-82 As stated in the RFP we would prefer for them to be if the run time can be +60 minutes. With the layout of the theater cordless it is ideal but not required.

Q-83 Page 37 – *Normal operations require 3 shifts consisting of a supervisor and 2 regular cleaning staff per shift.*
What are the times set for these shits?

A-83 See A-5.

Q-84 Page 38 – *Floor finishing includes cleaning and applying finish to smooth finished concrete, rubber, vinyl, and linoleum, clay and terrazzo floor surfaces.*
What finishes are applied to these floor types?

A-84 The restrooms have sani-glaze on the tile floor. The Gaillard Center uses the floor finish mentioned in A-39 for the terrazzo and VCT.

Q-85 Page 38 – *A number of coats of finish, to be determined by GMC, must be applied.*
How many coats will be needed?

A-85 2-3 with the anticipation that only cleaning and additional coats are needed to maintain the floors per the manufacturer recommendation.

Q-86 How many sq. ft. of each floor types are in the Performance Center?

A-86 We do not have a breakdown of floor types per area see A-16 for the full facility breakdown.

Q-87 Are there any hand sanitizers dispensers that we would be responsible for filling? If so, what kind of hand sanitizer is used in it? How many dispensers are in the Performance Center?

A-87 Currently rentals serviced by Alsco.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

15 July 2020
Date

US&S, Inc.
Company Name

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P024R	**Proposals will be received until:** July 17, 2020 @ 12:00pm
Proposal Title: Janitorial Services for Gaillard Center and Municipal Office Building	
Mailing Date: June 17, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: US&S, Inc.	**FEIN/SS#:** 41-2079418
Vendor Address: 1200 Woodruff Rd, Ste. C-6	
City – State – Zip: Greenville, SC 29607	
Telephone Number: (864) 233-8035	**Fax Number:** (864) 527-0117
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☑Yes If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Date:** 15 July 2020	**Title:** Director of Operations - Janitorial

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for **Janitorial Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson or Chenette Singleton no later than 1:00pm on July 7, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov or Chenette Singleton, singletonc@charleston-sc.gov.

Proposal Number: 20-P024R	**Proposals will be received until:** July 17, 2020 @ 12:00pm
Proposal Title: Janitorial Services for Gaillard Center and Municipal Office Building	
Mailing Date: June 17, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

US&S, Inc.	
Company Name As registered with the IRS	Authorized Signature
1200 Woodruff Road, Ste. C-6	Michael Fletcher
Correspondence Address	Printed Name
Greenville, SC 29607	Director of Operations - Janitorial
City, State, Zip	Title
mfletcher@usands.com	(864) 233-8035
Email	Telephone Number/Toll Free Also (If Available)
1200 Woodruff Road, Ste. C-6	(864) 527-0117
Remittance Address	Fax Number
Greenville, SC 29607	15 July 2020
City, State, Zip	Date
41-2079418	023748839
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☑Yes

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☑ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: US&S, Inc.

Signature

15 July 2020
Date

Michael Fletcher
Print Name

Director of Operations - Janitorial
Title

Shontel Babb
Witness

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of US&S, Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the City of Charleston

Gaillard Center and Municipal Office Building Janitorial Services (20-P024R) contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 15 July 2020 Name of Authorized Officer (Print/Type): Michael Fletcher

Signature:

Title: Director of Operations - Janitorial

Sworn to before me this 15 day of July, 2020.
Notary Public for the State of SC
My Commission Expires: 3-13-29
Print Name: Jennifer C. Fuller
Phone Number: 864-293-0789
Address: 21 Chelseabrook Ct.
Mauldin, SC 29662

Notary Seal:

References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (5) years.

Name: Ms. Jessica Martin, Clemson School of Nursing
Address: Greenville, SC
Phone/Fax: (864) 720-2073
Email: jessicam@clemson.edu

Name: Mr. Alex Agyemang, Savannah River Nuclear Solutions
Address: Aiken, SC
Phone/Fax: (803) 952-6874
Email: j.alex.agyemang@srs.gov

Name: Mr. James Thompson, SHARE
Address: Greenville, SC
Phone/Fax: (864) 282-2196
Email: twthompson@sharesc.org

Name: Mr. Mitch Roginsky, Lockheed Martin Corporation
Address: Marietta, GA
Phone/Fax: (678) 579-2988
Email: M.L.Roginsky.Jr@lmco.com

Name: _____
Address: _____
Phone/Fax: _____
Email: _____

Business Information

Date Business Established February 14, 2003

Check one:

Proprietorship ____

Partnership ____

Corporation X

Total Business Income (from Janitorial Services)

Fiscal Year to Date $ 3,573,373

Fiscal Year Began 1 January 2020

Last Fiscal Year $ 2,544,954.28

Fiscal Year Began 1 January 2019

NOTE: The Successful Bidder should be prepared to furnish a complete Financial Statement within five (5) days after notification of award if requested.

#20-P024R **Vendor:** US&S, Inc.

Janitorial Services

Quantity	Description	Unit Price	Total Price
1 each	Initial Cleaning for 95 Calhoun St.	$1,000.00	1,000.00
12 month	Monthly for 95 Calhoun St.	$26,905.54	$322,866.48
	Hourly Rate for Special Events	$25.00	
1 each	Initial Cleaning for 2 George St.	$700.00	$700.00
12 month	Monthly for 2 George St.	$10,906.94	$130,883.28
	The estimated square footage of the Performance & Exhibition Hall are 180,000 square feet. ***The estimated total square footage is 270,000+ sq. ft. Please keep in mind this is an estimate.*** ***The City reserves the right to add and delete locations as needed. The City also reserves the right to award in lots if it is in the best interest of the City.*** ***The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.***		

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: JANITORIAL SERVICES FOR THE GAILLARD MUNICIPAL OFFICE BUILDING

REQUEST: Approval to establish a contract for Janitorial Services for the Gaillard Municipal Office Building from US&S, Inc., 1200 Woodruff Road, Suite C-6, Greenville, SC 29607. Solicitation #20-P024R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
BFRC	X	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 171310 Account #: 52206

Balance in Account $32,067.49 Amount needed for this item $140,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The above contract amount is for a 12-month period. Budgeted funds exist to cover the costs of 2020 and funds will be budgeted in 2021 for future services.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Janitorial Services Gaillard & MOB RFP

Solicitation #20-P024R
July 29, 2020

Firm	Scores of Scorers				Total Score
A&B Cleaning Service, Inc.	65	83	72	67	287
American Facility Service, Inc.	75	92	85	43	295
Challenge Unlimited, Inc.	110	58	71	41	280
Cleanital, LLC	70	66	70	44	250
CMA Services, Inc.	75	71	94	75	315
Franklin's Carpet Cleaning Services/Genesis One Group	75	68	70	39	252
Hilton Head Housecare	45	70	74	24	213
IFS Group, Inc.	80	73	67	58	278
Interstate Premier Service Corp.	30	64	70	36	200
LaShana Wilder DBA LaJule Designs Contracting	30	61	68	24	183
LGC Global Energy FM, LLC	95	67	68	46	276
Matt's Professional Cleaning, LLC	75	56	65	49	245
Quality Touch Janitorial Service, Inc.	115	86	100	70	371
Tide Valet Waste, LLC	30	66	60	40	196
Tribond, LLC	70	66	73	34	243
US&S, Inc.	120	111	95	83	409

Buyer — Date: 7/29/2020

Witness — Date: 7/29/20

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND US&S, INC. FOR JANITORIAL SERVICES FOR THE GAILLARD AND MUNICIPAL OFFICE BUILDING

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and US&S, Inc. (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Janitorial Services for the Gaillard and Municipal Office Building in accordance with Solicitation #20-P024R. All attachments and exhibits, including Exhibits A, B, C, and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-P024R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal & Cost Proposal

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

5. A detailed cleaning schedule shall be established for each property prior to the commencement of work at each property. The Contractor shall provide Material Safety Data Sheets at each property for each chemical substance used in the cleaning process.

6. The authorized Representative at the Gaillard has the option to modify their schedules as it is in the best interest of the Gaillard and any modifications shall be discussed with the Contractor and any changes in cost will be negotiated between the Gaillard and the Contractor. Those modifications will be sent to Procurement for an amendment to the contract to be done and instituted in writing as a formal change to this contract.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $140,000.00 (One Hundred Forty Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and

rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement 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, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors 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 or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its

employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor 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 bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If either Party fails to comply with the terms of the contract the non defaulting Party shall notify the defaulting Party in writing of the specifics regarding such noncompliance. If the defaulting Party fails to begin to cure the noncompliance within

five (5) days after the notice, the non defaulting Party may terminate the contract by written notice to the defaulting Party with a minimum of thirty (30) days thereafter and if the defaulting Party is the Contractor, it shall only be compensated for services actually completed prior to termination, and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	US&S, Inc.
John J. Tecklenburg	Michael Fletcher
Mayor	Director of Operations - Janitorial
PO Box 304	1200 Woodruff Road, Suite C-6
Charleston, SC 29402	Greenville, SC 29607

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. 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 SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that 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 the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____
Name

Date: _____

_____
Michael Fletcher
Director of Operations - Janitorial
Date: _____

_____
Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 20-P024R	**Proposals will be received until:** July 17, 2020 @ 12:00pm
Proposal Title: Janitorial Services for Gaillard Center and Municipal Office Building	
Mailing Date: June 17, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for **Janitorial Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson or Chenette Singleton no later than 1:00pm on July 7, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov or Chenette Singleton, singletonc@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City 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.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal 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 shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

A) 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 or a contract or subcontract, or to any solicitation or proposal therefore.

B) 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.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after 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 certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful 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 or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement 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, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City 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(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

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

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) 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 the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. 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 the Governments 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 the fault or negligence of the contractor. If the failure to perform is caused by the 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.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a 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.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. CONTRACT TERMS

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 20-P024R	**Proposals will be received until:** July 17, 2020 @ 12:00pm
Proposal Title: Janitorial Services for Gaillard Center and Municipal Office Building	
Mailing Date: June 17, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** 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: _____

_____

_____

Proposal Number: 20-P024R	**Proposals will be received until:** July 17, 2020 @ 12:00pm
Proposal Title: Janitorial Services for Gaillard Center and Municipal Office Building	
Mailing Date: June 17, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City 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 Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

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. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, 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 City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, 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 City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston 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 City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

□ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

□ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

□ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____ Signature

_____ Date

_____ Print Name

_____ Title

_____ Witness

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last three (5) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

GENERAL INFORMATION

The City of Charleston is soliciting a Request for Proposal (RFP) for Janitorial Services at the City's Municipal Office Building (MOB), 2 George St. and the Gaillard Center, 95 Calhoun St. The awarded Contractor will furnish all labor, material, supplies (to include restroom supplies) and equipment needed to provide the required services.

PROCUREMENT PROCESS

The RFP ***(Request for Proposal)*** is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00 pm on July 7, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to

insure timely receipt ***(July 17, 2020 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and five (5) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only for the Original, copies can be double sided***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All bids should be clearly marked **"20-P024R Janitorial Services Gaillard Center and Municipal Office Building"** and **submitted in a sealed envelope.**
b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on July 17, 2020. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Ability to provide routine services as well as non-routine (special events)**
- **Health & Safety Experience/Record**
- **Qualified Trained Staff**
- **Qualifications/Prior Experience (Work History)**
- **Company History/Financial Stability**
- **Provide at least four (4) References with whom you have similar experience**
- **Cost**

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

Scope of Work for 2 George Street

The City of Charleston is soliciting a Request for Proposal (RFP) for Janitorial Services at the Gaillard Performance Hall and the Gaillard Municipal Office Building. The awarded Contractor will furnish all labor, material, supplies (to include soap, paper products and can liners) and equipment needed to provide the required services. Janitorial Services will vary between daily, weekly, monthly and annually depending on the service required. Services will not only include routine custodial services, but will also include special events as needed.

Services shall include cleaning of all offices, conference rooms, common areas, including lobbies, hallways, waiting areas, janitorial closets, elevators (where applicable) stairwells and landings (where applicable), restrooms and restroom lobby areas.

There are approximately 150 employees in the Municipal Office Building.

Work Hours
All work will be performed after normal business hours Monday through Friday except for City holidays and unless otherwise disclosed.

Disposal
Debris, rubbish, non-hazardous waste and non-usable material resulting from the work under the contract, shall be disposed of by the Contractor at his/her expense off of the City's property.

Recyclables resulting from the work under the contract shall be disposed of properly.

Safety Requirements and Reports
All work shall be conducted in a safe manner. The City will not provide safety equipment to the Contractor.

The Contractor shall submit to the Department a full report of damage to City property and/or equipment by the Contractor employees. All damage reports shall be submitted to the Contracts Coordinator in the Procurement Division within 24 hours of occurrence.

Security Requirements
The Contractor shall comply with all facility security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall cause to be filled out questionnaires and other forms as may be required for security.

Neither the Contractor nor any of its employees shall disclose or cause to disseminate any information concerning the operations of the facility which could result in or increase the likelihood of the possibility of a breach of the facility's security or interrupt the continuity of its operations.

Contractor Employee Identification
All employees shall have proper identification. This will enable them to be identified as employees of the Contractor.

The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

Background Check
The City of Charleston reserves the right to conduct criminal background checks on individuals assigned to this project to the maximum extent allowed by law.

Contractor Quality Control (Compliance)
The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracts Coordinator, a Quality Control Plan for approval within fifteen (15) calendar days after award of the contract.

The Contractor's QCP shall provide top contract management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

- A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis and describe how inspections are to be conducted

- The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections and the extent of their responsibility

- Provisions for recording the results of inspections and for recording corrective action taken

- Provisions to update and revise the QCP during the performance of the contract

A file of all quality control inspections both performed and scheduled inspection results; dates and details of corrective actions taken shall be maintained by the Contractor through the term of the Contract. The file shall be the property of the City of Charleston and made available to the Contracts Coordinator during regular working hours. The file shall be turned over to the Contracts Coordinator within fifteen (15) days of completion/termination of the contract.

Consequences of Contractor's Failure to Perform Required Service
The Contractor shall perform all of the contract requirements. The City will apply surveillance method mentioned below and will withhold payment for unsatisfactory or non-performed work. The City reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

- Random Sampling Method – The City may apply a random method to any contract requirement to determine Contractor compliance.

- Other Surveillance Methods – The City may apply other surveillance methods to determine Contractor compliance. These include, but are not limited to, 100% inspection, and planned inspections as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods.

Each phase of the work to be completed by the Contractor as a part of the contract is subject to inspection by the Contracts Coordinator or designee. All findings of unsatisfactory or non-performed work will be administered in accordance with the requirements of the contract.

The City will give the Contractor written notice of observed deficiencies for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The City may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the City for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

The City will allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the City. In case of daily work, corrective action must be completed within eight (8) hours of notice to the Contractor. In addition, the City can assess liquidated damages, as referenced above, in the amount of ten percent (10%) of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the contractor will be paid for satisfactorily re-performed work.

The City will deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work until the Contractor satisfactorily re-performs and completes the work.

If the City chooses to perform the work with City personnel or by other means, this amount will be deducted from the Contractor's invoice.

The Contractor is responsible for maintaining an effective Quality Control Plan during the course of the contract. Failure to maintain adequate control may result in termination for default.

Re-performance by the Contractor does not waive the City's right to terminate for non-performance. The City may terminate the contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the City, upon request, with adequate assurances of future performance.

Contractor Furnished Materials

Materials supplied by the Contractor shall conform to the latest edition of the applicable specifications listed herein. Those not covered by specifications shall be of commercial grade and quality. The City is striving to be environmentally conscious. It is because of this that all cleaners should be environmentally friendly.

Toilet Supplies to be furnished by the Contractor shall conform to the requirements specified below.

Soaps for the restrooms shall conform to the following requirements.

Liquid soap for dispenser use shall be mildly scented, approximately 15% concentrate.

Paper Products shall conform to the following requirements.

Paper towels shall match and be of type to fit the existing paper towel dispensers.
Paper towels shall be of commercial grade, highly absorbent, wet strength type.

Toilet Tissue shall conform to the following requirements.

Toilet tissue shall be medium-soft.
Toilet tissue shall match and be of type to fit the existing toilet tissue dispensers.

Floor Products to be furnished by the Contractor shall conform to the requirements specified below.

Floor Cleaner shall conform to the following requirements.
Floor cleaner shall be mildly scented, medium-duty strength that will not strip wax from floors.

Floor Stripper shall conform to the following requirements.
Due to the diversity of floor types, floor stripper shall be the product recommended by the floor manufacturer for each type/make of flooring.

Floor Wax shall conform to the following requirements.
Floor wax for wood, terrazzo, ceramic, marble, and vinyl tile shall be general purpose that buffs to a bright satin luster.

Carpet Cleaning shall conform to the following requirements.
Carpets shall be vacuumed and spot cleaned only.

General Purpose Cleaner shall be an alkaline liquid detergent.

Cleaner Disinfectant Germicidal shall be general use janitorial disinfectant.

Glass Cleaner

Waste Can Liner shall be of proper size to fit the containers.

Urinal Cakes to be supplied and placed in urinals

Invoicing Instructions

Contractor's invoices shall be submitted to the City's Accounts Payable Office in monthly intervals for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of a proper invoice and any required Contractor submittals, invoices will be processed for payment. The invoice must include the following information:

a) Name and Address of Contractor
b) Invoice Date
c) Contract Number and Purchase Order Number
d) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
e) Payment terms and/or prompt payment discount terms.
f) Name and address of Contractor official to whom payment is to be sent (must be the same as that of the Contractor on a proper notice of assignment).
g) Name (where practicable), title, phone number and mailing address of person to be notified in the event of an improper invoice.
h) Any other information or documentation required by the contract.

All kitchen areas are to be included in the cleaning except for the catering kitchen.

Gaillard City Municipal Office Building
2 George Street
Charleston, SC 29403
93,307 Square Feet
(To be cleaned 5 days per week-as schedule dictates)

Service	Daily	Weekly	Monthly	Annually
Offices & General Area – to include Lobby, etc.				
Empty Waste Cans maintaining Unsoiled Liners	X			
Damp Wipe coffee rings, etc. from furniture (as needed)	X			
Dust exposed areas of furniture		X		
Clean and sanitize drinking fountains	X			
Low dust baseboards, chair rung, table legs, etc.		X		
High dust surfaces over 72" from the floor			X	
Spot clean walls so not to disturb finish (as needed)	X			
Spot clean lobby glass including front doors & partition glass	X			
Clean entire glass doors inside and out		X		
Dust Blinds		X		
Remove dust and cobwebs from ceiling			X	
Dust Mop hard floors or vacuum carpet door traffic areas only	X			
Dust Mop hard floors or vacuum carpet wall to wall		X		
Spot clean carpets (up to 2' diameter) & furniture (as needed)	X			
Spot clean furniture (as needed)		X		
Floors Hard Surfaces				
Completely strip and refinish				X
Scrub and Recoat				
Buff			X	
Machine scrub restroom floors				
Lobby maintenance as specified				
Windows				
Clean exterior office windows			X	
Clean interior office windows			X	
Restrooms				
Clean, disinfect & polish all fixtures including toilet bowls, urinals, sinks	X			
Clean and polish mirrors	X			
Empty all trash cans and disposals, insert liners as needed, spot clean and sanitize container (inside & outside)	X			
Spot clean walls, doors & partitions	X			
Refill dispensers to normal limits – napkins, soap, tissue, towels, liners and covers **Supplies to be furnished by:**	X			
Low dust (36") – window sills, moldings, ledges, shelves, frames, etc.		X		
Dust all air ducts		X		
High dust (to 72") shelves, moldings, ledges, etc.			X	
Sweep and damp mop hard floors	X			

Vacuum carpet (if applicable)	X			
Flush floor drains with deodorizing disinfectant				
General				
Maintain janitor closet in neat and orderly fashion	X			
Clean and inspect equipment	X			
Observe building security and lighting procedures				
Notify building contact of any irregularities or equipment malfunctions				
Monitor and respond to Communication Log Book				
Break Rooms – Kitchen Cafeteria				
Damp clean and sanitize table tops, seats and back of chairs	X			
Damp clean pedestals and legs		X		
Clean and sanitize sinks, if free from dishes	X			
Empty and damp clean ashtrays				
Empty waste receptacles replacing liner	X			
Clean and sanitize drinking fountains	X			
Spot clean doors, frames, light switches, kick plates and interior glass	X			
Low dust (36") and high dust (to 72") all horizontal areas		X	X	
Clean entire interior glass in partitions and doors	X			
Dust mop hard floors	X			
Damp mop hard surface floors	X			
Vacuum carpeted areas	X			
Refill all dispensers	X			
Clean microwaves on outside		X		
Clean top of refrigerators		X		
Damp clean and dry countertops and under microwaves		X		
Miscellaneous				
Police stairwells; correct deficiencies	X			
Completely sweep or vacuum & mop		X		
Completely clean walls, doors, floors, and call buttons of elevator		X		
Vacuum elevator tracks		X		
Polish elevator tracks				
Other				
Lobby Area	X			

Scope of Work for 95 Calhoun Street

INTRODUCTION
The Gaillard Management Corporation with offices in Charleston, South Carolina, hereafter referred to as "**GMC**", is initiating this Request for Proposal (RFP) to solicit proposals from qualified companies, firms or individuals interested in providing services to assist GMC, and more specifically the Charleston Gaillard Center "**Gaillard Center**", with Janitorial Services for the GMC.

GMC is the management group, which provides overall management services under contract to the City of Charleston (The Owner). The Gaillard Center is a convention and performing arts facility owned by the City of Charleston, South Carolina. GMC intends to contract with the successful proposer to provide the services set forth herein.

Background
This Charleston Gaillard Center, was completed in October of 2015 after nearly $150 million construction, and is the region's premier convention and exhibition venue. An estimated 200 event days were held from July 2018 through June 2019, with more than 150,000 guests having visited the Gaillard Center. The Gaillard Center comprises a 1,818 seat performance hall, and a nearly 13,000 sq. ft. exhibition hall in addition to four floors of joint lobby, meeting, and event areas.

Please go to www.gaillardcenter.org for further information.

The goals of GMC in offering an agreement for these services is to provide "best-in-class" Janitorial services that complement the GMC operational and event staff at the Gaillard Center.

Scope and Objectives
It will be the sole responsibility of the Contractor to furnish the necessary labor, proper supervision, communication devices and cleaning equipment. Materials supplied by the Contractor shall conform to the latest edition of the applicable specifications listed herein. Those not covered by specifications shall be of commercial grade and quality. The GMC is environmentally conscious and ask that all cleaners should be environmentally friendly. The GMC will require the Contractor to adhere to the GBAC standards of sanitation and cleanliness as we strive to be GBAC certified. The Contractor shall also meet the standards set forth in the "Cleaning & Disinfecting Your Facility" guidelines by the Centers for Disease Control (CDC), https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html

The Contractor will be responsible for standard cleaning necessitated by the normal operations of the facility and special cleaning required for events that are held in the facility. The GMC will determine the hours for special cleaning.

Contractor Furnished Materials
Toilet Supplies to be furnished by the Contractor shall conform to the requirements specified below.

Soaps for the restrooms shall conform to the following requirements.
Liquid soap for dispenser use shall be mildly scented, approximately 15% concentrate.

Paper Products shall conform to the following requirements.

Paper towels shall match and be of type to fit the existing paper towel dispensers and shall be of commercial grade, highly absorbent, wet strength type.

Toilet Tissue shall conform to the following requirements.

Toilet tissue shall be medium-soft, and be of type to fit the existing toilet tissue dispensers.

Floor Products to be furnished by the Contractor shall conform to the requirements specified below.

Floor Cleaner, Stripper, and Finish brand and type shall be determined and/or approved by GMC.

Carpet Cleaning solution brand and type shall be determined and/or approved by GMC.
Carpets shall be vacuumed and spot cleaned regularly with periodic full washing.

Solution station with:

General Purpose Cleaner shall be an alkaline liquid detergent.

Cleaner Disinfectant Germicidal shall be general use janitorial disinfectant.

Glass Cleaner

Air Freshener

Waste Can Liner shall be of proper size to fit the containers.

Other materials to be agreed upon by the contractor and GMC.

Contractor Furnished Equipment

The GMC requires that the Contractor supply the following professional grade equipment to guarantee proper cleaning and care for the facility.

Electrostatic Sprayers no less than 1 backpack and 1 handheld.

Ride-on vacuum that is safe for wool carpet to be used on large carpeted areas to insure proper and consistent cleaning.

Floor scrubber (preferably ride-on) for terrazzo and VCT floor.

Ride-on burnisher for terrazzo and VCT floor.

Backpack Vacuum (preferably battery powered with run time of +60 minutes) for hard surface and carpet floors no less than 2 with HEPA filtration.

Upright Vacuum for daily carpet cleaning no less than 4.

Standard Cleaning Requirements
The GMC requires that the Contractor staff no less than two (2) full time employees Monday through Friday that shall serve as a day porter and work alongside the GMC's facility supervisor. Normal operations require 3 shifts consisting of a supervisor and no less than 2 regular cleaning staff per shift. Additional regular cleaning staff to be determined jointly by the Contractor and the GMC and shall be of a sufficient quantity to properly execute the outlined requirements. Additional event staff may be necessary to complete the required event tasks related to the scheduled events. These tasks must be completed in time for the associated event.

Due to the COVID-19 Pandemic, the GMC is operating at a reduced capacity. The Contractor should plan for and be able to implement a full scale operation as laid out in this RFP, but should also be prepared for a scaled down scenario at the start of the contract to extend until pandemic related restrictions no longer apply.

The GMC, in association with the Contractor, will determine hours for the shifts and staff. It is expected that the Contractor will provide experienced and qualified persons to supervise each shift and inspect all areas cleaned to ensure GMC's expectations have been met prior to their departure. The following requirements for standard cleaning needs in all areas of facility include:

Floor Maintenance

- When and where furniture or equipment must be moved, no items are to be stacked on top of desks, tables, windowsills, credenzas, or any other furniture subject to damage from such.
- Upon completion of service, furniture, furnishing, and equipment shall be returned to original position. Baseboards, walls, stair-risers, furniture, furnishings, and equipment shall not be splashed, disfigured, or damaged during floor maintenance service.
- After sweeping and damp mopping/floor scrubbing, all floors shall be clean and free of streaks. No dirt shall be left in corners, under furniture, behind doors, or on stair landings or treads.
- Floors shall be properly prepared by thorough sweeping to remove visible dirt, debris, gum, tar, or similar substances. On completion of mopping and scrubbing, floors must be clean and free of dirt, water streaks, mop marks or string. Floors must be rinsed properly and dry mopped to overall clean appearance, with all surfaces dry, corners and cracks clean. When scrubbing is required, it must be performed by the appropriate machinery or done by hand with a brush.
- Floors must be swept thoroughly and damp mopped or scrubbed as required, using a floor polishing machine with synthetic fiber pad and spray equipment containing the proper ratio of water and floor finish or other product recommended for this type of service. Pre-treat needed areas.

Floor Finishing

- Floor finishing includes cleaning and applying finish to smooth finished concrete, rubber, vinyl, and linoleum, clay, and terrazzo floor surfaces.
- All floors shall be swept thoroughly; gum wads, tar, or other adhesive substances shall be removed.
- A concentrated liquid cleaner solution must be applied by mop and scrubbed with an electric polishing machine with scrub brush or medium grade scrubbing pad to remove all old finish or wax. Stubborn spots must be removed by hand with scouring pad dipped in solution. Corners and other areas the polishing machine cannot reach must be thoroughly

cleaned by hand. Care must be exercised so baseboards, wall, and furniture are not splashed or marred. Solution must be removed with mop or water pick-up device and floor rinsed with clean water until all traces of solution are removed. The floor must be allowed to dry after rinsing.

- A number of coats of finish, to be determined by GMC, must be applied with sufficient drying time between coats. The last coat must be applied up to, but not touching, baseboard, and other coats to within four inches of baseboard.
- In the case of a delay or more than eight hours between stripping and the final finish, or between coats and the final finish, floor must be cleaned again to remove surface dirt and scuff marks that may have occurred in the interim.

Carpets and Rugs

- A vacuum cleaner with working beater bar must be used to clean carpet and rugs of visible debris and dirt. Where applicable, nap shall lie in one direction. Surface should appear clean of debris or dirt.
- Vacuuming must be done first in one direction and then the opposite direction. This process is to remove both soil and residue at base. Carpet or rug must have clean appearance when nap is pushed back to reveal base.
- A blend of a solvent and detergent solution must be used to effectively remove spots. A vacuum-type machine must be used to apply hot cleaning solution and immediately remove it from carpet or rug. Fibers must not be over-wetted and when solution is removed, should feel damp, but not wet. Rug or carpet fibers should have a clean, bright appearance.
- In all carpet and rug maintenance, care must be exercised to prevent damage or marring of furniture, furnishings, equipment, or trim by machinery or chemicals.

Restroom Floor Maintenance

- Special attention must be given to floor areas around urinals and toilets to sanitize and eliminate odors, and removal of stains. When it is necessary to remove stains, floor will be scrubbed by hand utilizing a sanitizing, disinfectant cleaner. When completed, floor must have a clean appearance with no residue of cleaning material.

Walls and Surface Maintenance

- Dust must be removed through the use of treated dust cloths or vacuum tools. When doing high cleaning, dust should not be allowed to fall onto furniture and/or equipment below. At completion of task, there must be no dust streaks. Corners, crevices, molding, trim and ledges must be free of dust. No oil spots or smudges must be left from dusting tools or cloths. When inspected, there must be few, if any, traces of dust on any surface.
- Clean, damp cloths or sponges must be used to remove all dirt, spots, streaks, or smudges from walls, glass, or other specified surfaces using a wetting solution with an appropriate cleaning agent. Surfaces must be dried or allowed to dry, as appropriate.
- If simple damp wiping and drying obtain a polished, bright appearance, damp wiping with a suitable cloth may perform bright metal polishing. Where damp wiping does not achieve bright and polished appearance, an appropriate metal polish must be applied and hand polished to a suitable luster.

Glass Cleaning

- Routine Cleaning: a glass cleaner must be sprayed on concentrated oil, grease, dirt, grime, and such spots must be removed by hand scrubbing. Entire surface must then be sprayed with cleaner and wiped or squeegeed dry to a uniform, clean appearance.

- Washing: a solution of water and a cleaning agent must be used to thoroughly clean windows. After each washing, all glass must be free of dirt, grime, streaks, excessive moisture, and not be cloudy. Glassware moved for cleaning must be returned to original position. Sashes, sills, woodwork and other surroundings must be wiped free of dust, drippings and watermarks.

Porcelain Ware Cleaning

- Routine Fixture Cleaning: drinking fountains, washbasins, urinals, toilets, and other such fixtures made of porcelain or stainless steel must be damp wiped and an appropriate cleaning agent used when needed and polished dry to a clean, bright appearance. No excess moisture must remain on fixture.
- Thorough Fixture Cleaning: an appropriate cleaning agent must be used on all fixtures to remove all dust, spots, stains, rust, mold, and encrustation. After this process, fixtures must be damp wiped, dried to remove excess moisture, and left clean and bright.
- No spots, drippings, watermarks, cleaning solution marks, or residues are to be left on walls or floors adjacent to fixtures following cleaning.

Policing

- Trash Pickup: all trash, including empty bottles and paper debris, must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area surrounding spill.
- Routine Waste Basket Maintenance: contents of waste basket, including sanitary napkin receptacles and other disposals, must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liners must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Thorough Waste Basket Maintenance: basket shall be emptied as required above, and then damp wiped with disinfectant and dried to a clean finish. New liner must be placed in basket after thorough cleaning. No liner should be visible on the exterior of the receptacle. Unless otherwise instructed by GMC staff all trash receptacles must remain in their designated "house position."

High Cleaning

- Wall Maintenance: high cleaning of walls involves cleaning of area above 72" from the floor. Type of cleaning required must be appropriate to thorough cleaning of type of wall surface and condition of walls in high area.
- Following high cleaning, walls, trim and wall mounted fixtures must be free of dust, cobwebs, grime, smudges and spots. Where dusting is involved, dust must not be allowed to fall from high areas onto surfaces below. Personnel performing high cleaning must observe all applicable safety rules and regulations.
- Routine Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted to remove accumulated dust and grime.
- Thorough Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted and then damp wiped.

All dirt, spots, streaks, smudges, oil, and residues must be removed. Upon completion, fixture or vent must have clean appearance.

- Routine Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted and accumulated dirt and grime removed.
- Thorough Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted, damp wiped with an appropriate cleaning agent and dried.

Scheduled Frequencies – Daily Typical Requirements

General Instructions: unless otherwise specified by GMC, all services listed under Daily Requirements must be performed in applicable areas, except where service of a less frequent nature that provides a more thorough cleaning is to be performed.

- **Restrooms**: sweep and damp mop floor with a disinfectant type cleaner. Vacuum carpet if applicable. Damp wipe all commodes, urinals, washbasins, waste receptacles, dispensers, wall surfaces and chromed pipes with a disinfectant type cleaner. Spot clean, damp wipe and/or dust other surfaces within reach, including wills, moldings, ledges, frames, etc. Perform routine cleaning of all glass and mirrors. Empty, clean, and disinfect all trash cans, sanitary napkin receptacles, and other disposals; replace soiled bags with new ones, collect soiled bags in separate containers for disposal with flammable trash. Contractor to replenish stock, bags, etc. Refill all dispensers to normal limits, including napkins, soap, tissue, towels, liners and covers.
- **Accessible Spaces**: (includes performance hall, ballrooms, meeting salons, dressing rooms, lobby spaces, offices, copy or conference rooms, kitchens, break room and adjacent internal corridors) empty wastebaskets and remove trash and recyclables to designated disposal area. Clean washbasins and mirrors, where applicable. Perform dusting and damp wiping, as indicated, for wall and surfaces maintenance, including dusting of horizontal surfaces. Perform routine vacuuming of carpets and rugs in doorways and high-traffic areas, and perform dust mop of all hard surface floors. Perform routine cleaning of glass walls or internal windows in high traffic areas. Perform damp wiping, with a disinfectant cleaner, all telephone mouth and earpieces.
- **Elevators**: wipe and clean glass and stainless components. Police elevators daily to remove trash, paper, dust and debris from the escalators. Polish bright metal surfaces in interior of car. Metal polish must be applied and hand polished to provide a suitable luster on all brass surfaces. Vacuum elevator tracks.
- **Outside Entrances**: police and sweep entrances, landings, steps, and adjacent sidewalk area. When applicable, perform routine cleaning of exterior side of entrance door glass and glass area surrounding entrance. Polish all brass to a high shine on both porticos.

Scheduled Frequencies – Weekly Typical Requirements

General Instructions: department must approve the schedule for performance of once per week tasks. Unless department otherwise specifies, all tasks required under Daily Requirements must still be performed, except where the nature of such daily task is replaced under this weekly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- **Restroom**: perform high cleaning on all walls and surfaces with a disinfectant type cleaner.
- **Accessible Areas**: perform damp wiping on all wall and horizontal surface areas within reach. Dust blinds. In breakroom, clean inside and outside of microwaves; clean top of refrigerator, and damp clean/dry countertops and under microwaves. Perform thorough vacuuming of all carpet and rug floors. Wet mop and scrub all resilient floors.

Scheduled Frequencies – Monthly Typical Requirements

General Instructions: department must approve the schedule for performance of once per month tasks. Unless department otherwise specifies, all tasks required under Daily or Weekly Requirements must still be performed, except where the nature of such daily or weekly task is replaced under this monthly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- **Restroom**: perform thorough fixture cleaning as described in the Minimum Cleaning Quality Requirement for Porcelain Ware. Perform light fixture and vent cleaning as described in High Cleaning minimum requirements.
- **Accessible Areas**: perform high cleaning on all wall and horizontal surface areas. Dust all vertical surfaces and under surfaces, such as desk knee wells, chair rungs, table legs, lampshades. Perform periodic spray buffing on all resilient floors. Perform routine light fixture and vent cleaning. Perform routine office partition and screen cleaning. Spot clean all carpet and rug areas. Bonnet or extraction clean all spots.
- **Corridors**: perform high cleaning on walls. Perform glass washing on full glass areas of entrance doors, glass surrounding entrance doors, and glass areas leading off corridors.
- **Corridors, staircases and stairwells**: police area. Wet mop and scrub hard floors; damp mop and spray buff resilient floors.

Scheduled Frequencies – Quarterly Typical Requirements

General Instructions: Department must approve the schedule for performance on quarterly tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, or monthly requirements must still be performed, except where the nature of such daily, weekly, or monthly tasks are replaced under this quarterly schedule or a less frequent schedule by more thorough cleaning tasks for the same purpose.

- **Restrooms**: damp wipe entire surface area of stall partitions, door frames, and sills with a disinfectant type cleaner. Wash all waste receptacles with disinfectant. Flush floor drains with deodorizing disinfectant.
- **Accessible Areas**: perform thorough light fixture and vent cleaning. Perform thorough office partition and screen cleaning. Perform thorough wastebasket maintenance.
- **Corridors**: sweep, strip, and finish resilient floors in high-traffic areas. Perform bright metal polishing on metal door thresholds.

Scheduled Frequencies – Semi-Annual Typical Requirements

General Instructions: Department must approve the schedule for performance of semi-annual tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, monthly, or quarterly requirements must be performed, except the nature of such daily, weekly, monthly, or quarterly tasks replaced under this semi-annual schedule by a more thorough cleaning task for the same purpose.

- **All Areas**: cornice boards and blinds cleaning. Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors. Perform bonnet clean or dirt extraction on all carpet and rug areas.

Miscellaneous Requirements

- Some areas will require twice-a-day cleaning. Such areas are to be mutually agreed upon by Contractor and GMC.
- Appropriate finishing must be performed on all floors during the first sixty days of contract commencement, and on a schedule approved by department.

- In instances where restrooms are cleaned during hours in which building occupants are present, male restrooms must be cleaned by males and female restrooms cleaned by females.
- The Contractor's personnel shall report to the GMC, through Contractor's representative, any hazardous conditions or items in need of repair observed during work. The Contractor's personnel shall turn off lights when not use, unless otherwise instructed.
- The Contractor's personnel will lock all rooms after cleaning and return keys to Contractor's representative, unless otherwise instructed. The Contractor's personnel shall turn in to Security, through Contractor's representative, any articles found in the building. Contractor's personnel shall report to Security, through Contractor's representative, any suspicious circumstances observed during performance of work, which appears to threaten the security of the building.
- The Contractor's personnel shall report to Security, through Contractor's representative, immediately upon the discovery of the loss of any keys to building areas.
- The Contractor's personnel shall maintain janitor closet in a neat and orderly fashion, and will clean, inspect and properly maintain all equipment. Contractor's personnel shall notify the GMC of any irregularities or equipment malfunctions.

Monitoring

- The GMC shall furnish the Contractor floor plans of the facility with a designation of areas to be cleaned.
- The Contractor may be required to review various monitoring reports with Security, or others assigned to perform monitoring for Security in order to resolve cleaning problems in the facility.

Event Cleaning Requirements

The GMC requires that the Contractor furnish appropriate staff to perform the cleaning needs before, during and after the hours an event or events are being held at the GMC.

The Contractor will be required to furnish adequate staff for the cleaning of the facility during event hours. GMC management, prior to an event, will approve all staffing amounts and schedules.

The minimum requirements for cleaning the facility during an event include, but are not limited to, the following:

- Light cleaning of all public restrooms to include maintaining clean mirrors and countertops, maintaining clean urinals and commodes, sweep floors, mop if needed, maintaining stocked paper towel dispensers, soap dispensers, toilet paper dispensers and sanitary dispensers.
- Trash Pickup: all trash, including empty bottles and paper debris must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if

spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.

- Mop up spills as needed.

Staffing and Training

1. All janitorial services personnel must adhere to the strict uniform and appearance guidelines set forth by the GMC.
2. Janitorial services personnel assigned to the GMC must be able to read, understand and follow the specific orders and event information for the GMC. They must be able to communicate effectively both orally and in writing.
3. Janitorial services personnel must remain alert and pay attention to their surroundings. In addition to their normal responsibilities they should report safety hazards or conditions requiring repairs to GMC management.
4. All janitorial services personnel must meet the following requirements:
    a. 21 years of age or older;
    b. High school graduate or must have obtained a Graduate Equivalency Diploma;
    c. Able to speak, understand, read and write the English language sufficiently to complete reports stating facts in a clear and concise manner;
    d. Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted per State licensing requirements;
    e. Not have been convicted in any jurisdiction of a Class A misdemeanor during the last five (5) years;
    f. Not have any pending, unresolved, or un-adjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
    g. Not be required to register in this or any other state as a sex offender;
    h. Have no outstanding warrants;
    i. Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
    j. Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all janitorial services personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any janitorial services personnel or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at the GMC;
    k. Not have been discharged from the armed services of the United States under other than honorable conditions;
    l. Must be able to physically perform the specific requirements of the position to which they are assigned;
    m. Trained to perform duties in a complex the size of the GMC;
    n. Maintain a neat and well-groomed appearance at all times in accordance with Contractor's uniform and grooming policy, which is subject to Director's approval;
    o. Have ability to exercise good judgment; and, have ability to maintain a high level of performance

Contractor Quality Control (Compliance)

The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall

submit to GMC management a Quality Control Plan for approval within fifteen (15) calendar days after award of the contract.

The Contractor's QCP shall provide top contract management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QCP shall include:

- A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis and describe how inspections are to be conducted
- The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections and the extent of their responsibility
- Provisions for recording the results of inspections and for recording corrective action taken
- Provisions to update and revise the QCP during the performance of the contract

A file of all quality control inspections both performed and scheduled inspection results; dates and details of corrective actions taken shall be maintained by the Contractor through the term of the Contract. The file shall be the property of the GMC and made available to GMC management during regular working hours. The file shall be turned over to the GMC within fifteen (15) days of completion/termination of the contract.

Consequences of Contractor's Failure to Perform Required Service

The Contractor shall perform all of the contract requirements. The GMC will apply surveillance methods mentioned below and will withhold payment for unsatisfactory or non-performed work. The GMC reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

- Random Sampling Method – The GMC may apply a random method to any contract requirement to determine Contractor compliance.
- Other Surveillance Methods – The GMC may apply other surveillance methods to determine Contractor compliance. These include, but are not limited to, 100% inspection, and planned inspections as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods.

Each phase of the work to be completed by the Contractor as a part of the contract is subject to inspection by GMC management. All findings of unsatisfactory or non-performed work will be administered in accordance with the requirements of the contract.

The GMC will give the Contractor written notice of observed deficiencies for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The GMC may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the GMC for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

The GMC will allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to GMC. In case of daily work, corrective action must be

completed within eight (8) hours of notice to the Contractor. In addition, the GMC can assess liquidated damages, as referenced above, in the amount of ten percent (10%) of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the contractor will be paid for satisfactorily re-performed work.

The GMC will deduct from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work until the Contractor satisfactorily re-performs and completes the work.

If the GMC chooses to perform the work with GMC personnel or by other means, this amount will be deducted from the Contractor's invoice.

The Contractor is responsible for maintaining an effective Quality Control Plan during the course of the contract. Failure to maintain adequate control may result in termination for default.

Re-performance by the Contractor does not waive the GMC's right to terminate for non-performance. The GMC may terminate the contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the City, upon request, with adequate assurances of future performance.

There are approximately 35 full time staff members, 1,818 seat theatre. There are an average of 2-4 performances per week and a 13, 000 square foot ballroom that seats between 750 and 1000 patrons with an average of 2 – 3 events per week.

Gaillard Performance Center

95 Calhoun Street
Charleston, SC 29403
Estimated Square Footage: 180,000 + sq. ft.
(To be cleaned 5 days per week – as schedule dictates; and as needed for events – as described)

Service	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Restrooms					
Standard Restroom Floor Maintenance, including sweep, damp mop and disinfect floors	X				
Vacuum carpet (if applicable)	X				
Routine Fixture Cleaning	X				
Routine Glass Cleaning	X				
Trash Pickup	X				
Spillage Removal	X				
Routine Waste Basket Maintenance	X				
Refill dispensers to normal limits (i.e. soap, tissue, towels, etc.)	X				
Spot clean, damp wipe and/or dust wall surfaces and other surfaces within reach, including wills, moldings, ledges, frames, etc.	X				
High Cleaning (including disinfectant) Wall Maintenance and on all surfaces		X			
Thorough Fixture Cleaning			X		
Routine Light Fixture and Vent Cleaning			X		
Damp wipe with disinfectant all stalls, stall partitions, sills, and door frames				X	
Thorough Waste Basket Maintenance				X	
Flush floor drains with deodorizing disinfectant				X	
Perform curtains, drapes, cornice boards and blinds cleaning.					X
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					X
Perform bonnet clean or dirt extraction on all carpet and rug areas					X
Accessible Spaces					
Trash Pickup	X				
Spillage Removal	X				
Routine Waste Basket Maintenance	X				

Routine Fixture Cleaning (in break and kitchen areas, water fountains, etc)	X				
Routine Glass Cleaning & Washing (including inside and outside of all glass doors, inside of windows, etc.)	X				
Low dust and damp wipe walls and surfaces	X				
Routine vacuuming of carpets and rugs in high-traffic areas	X				
Standard floor maintenance, including a minimum of a dust mop on all hard surface floors.	X				
Routine cleaning of glass walls and internal windows	X				
Damp wipe and disinfect telephone receivers (ear and mouth pieces)	X				
Spot clean furniture (as needed)	X				
Low cleaning (areas within reach) including damp wipe on walls and horizontal surfaces		X			
Thorough vacuuming of all carpeting and rugs (including wall-to-wall)		X			
Wet mop and scrub all resilient floors.		X			
Dust blinds		X			
Clean inside and outside of microwaves		X			
Clean top of refrigerators		X			
Damp clean and dry countertops and under microwaves		X			
High Cleaning on all walls and horizontal surfaces			X		
Thorough dusting of all vertical surfaces, under surfaces, etc.			X		
Routine Light Fixture and Vent Cleaning			X		
Routine Office Partitions and Screen Cleaning			X		
Spot clean rugs and carpets (up to 2' diameter)			X		
Bonnet or extraction clean all spots			X		
Thorough Light Fixture and Vent Cleaning				X	
Thorough Office Partitions and Screen Cleaning				X	
Thorough Waste Basket Maintenance				X	
Perform curtains, drapes, cornice boards and blinds cleaning.					X
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					X

Perform bonnet clean or dirt extraction on all carpet and rug areas					X
Elevators					
Wipe and clean glass, stainless and brass components	X				
Polish brass surfaces to maintain a suitable luster	X				
Police elevators; remove trash, paper, dust, and debris, and correct other deficiencies	X				
Vacuum elevator tracks	X				
Routine Floor Maintenance	X				
Perform curtains, drapes, cornice boards and blinds cleaning.					X
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					X
Perform bonnet clean or dirt extraction on all carpet and rug areas					X
Corridors, Staircases and Stairwells					
Perform Standard Policing (for trash, spills, etc.)	X				
Wet mop and scrub hard floors; damp mop and spray buff resilient floors.	X				
Spot clean furniture (as needed)	X				
Perform High Cleaning on walls					
Perform Routine Glass Washing on full glass entry doors, glass surrounding entry doors, and glass areas off corridors.			X		
Sweep, strip and finish resilient floors in high-traffic areas				X	
Perform bright metal polishing on metal door thresholds				X	
Perform curtains, drapes, cornice boards and blinds cleaning.					X
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					X
Perform bonnet clean or dirt extraction on all carpet and rug areas					X
Outside Entrances					
Perform Standard Policing (for trash, spills, etc.)	X				
Sweep entrances, landings, steps, and adjacent sidewalk area	X				

Routine Glass Cleaning of entrance door glass and glass area surrounding entrance	X				
Polish brass to high shine on both porticos	X				
General					
Maintain janitor closet in neat and orderly fashion	X				
Clean and inspect equipment	X				
Observe building security and lighting procedures	X				
Notify building contact of any irregularities or equipment malfunctions	X				
Floors - Hard Surfaces (General)					
Sweep and Dust Mop	X				
Wet Mop and scrub resilient floors	X				
Lobby maintenance as specified	X				
Spray buffing on resilient floors		X			
Machine scrub restroom floors		X			
Buff floors			X		
Scrub and recoat floors				X	
Completely strip and refinish resilient floors (in high traffic areas)					X
Event Cleaning					
Light cleaning of public restrooms and maintaining full stock of disposable supplies (soap, toilet paper, etc.)	**On an as-needed basis**				
Policing of Track Pickup	**On an as-needed basis**				
Policing of Spillage Removal	**On an as-needed basis**				
Routing Waste Basket Maintenance	**On an as-needed basis**				

Business Information

Date Business Established _____

Check one:

Proprietorship ____

Partnership ____

Corporation ____

Total Business Income (from Janitorial Services)

Fiscal Year to Date $_____

Fiscal Year Began _____

Last Fiscal Year $ _____

Fiscal Year Began _____

NOTE: The Successful Bidder should be prepared to furnish a complete Financial Statement within five (5) days after notification of award if requested.

SQUARE FOOTAGES		MOB	Auditorium
AUDITORIUM	35600 SF		35600
AUDITORIUM / BANQUET HALL - LOADING DOCK	1615 SF		1615
BANQUET HALL	31689 SF		31689
EXTERIOR - COVERED	1980 SF	1980	
MUNICIPAL OFFICES	26119 SF	26119	
MUNICIPAL OFFICES - LOADING DOCK	1957 SF	1957	
GROUND LEVEL	**98960 SF**		
AUDITORIUM	34389 SF		34389
BANQUET HALL	6641 SF		6641
EXTERIOR - COVERED	1616 SF	1616	
MUNICIPAL OFFICES	36355 SF	36355	
MAIN LEVEL	**79001 SF**		
AUDITORIUM	21245 SF		21245
MUNICIPAL OFFICES	28876 SF	28876	
BOX TIER LEVEL	**50121 SF**		
AUDITORIUM	12665 SF		12665
MEZZANINE LEVEL	**12665 SF**		
AUDITORIUM	10232 SF		10232
LOWER BALCONY LEVEL	**10232 SF**		
AUDITORIUM	7552 SF		7552
UPPER BALCONY LEVEL	**7552 SF**		
AUDITORIUM	3557 SF		3557
ATTIC LEVEL	**3557 SF**		
Grand total	**262088 SF**		
Grand Total	**262088**		
		96903	165185

#20-P024R **Vendor:** _____

Janitorial Services

Quantity	Description	Unit Price	Total Price
1 each	Initial Cleaning for 95 Calhoun St.		
12 month	Monthly for 95 Calhoun St.		
	Hourly Rate for Special Events		
1 each	Initial Cleaning for 2 George St.		
12 month	Monthly for 2 George St.		
	The estimated square footage of the Performance & Exhibition Hall are 180,000 square feet.		
	The estimated total square footage is 270,000+ sq. ft. Please keep in mind this is an estimate.		
	The City reserves the right to add and delete locations as needed. The City also reserves the right to award in lots if it is in the best interest of the City.		
	The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.		

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1

T: (843) 724-7314
F: (843) 720-3872

DATE: June 18, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P024R – Janitorial Services for the Gaillard Center and MOB

This addendum #1 to the solicitation is being made for the following reasons:

A walk-through has been scheduled from 8:30am to 10:00am on Thursday, June 25, 2020 and Tuesday, June 30, 2020. Please wear masks and be considerate of social distancing.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2

T: (843) 724-7314
F: (843) 720-3872

DATE: June 19, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P024R – Janitorial Services for the Gaillard Center and MOB

This addendum #2 to the solicitation is being made for the following reasons:

For the walk-through, we will meet outside of the Gaillard on the Calhoun Street side. Please do not go in. Everyone will have to sign in with me.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #3

T: (843) 724-7314
F: (843) 720-3872

DATE: June 25, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P024R – Janitorial Services for the Gaillard Center and MOB

This addendum #3 to the solicitation is being made for the following reasons:

The drawings for the Gaillard Center and Municipal Office Building has been posted on the website.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

ADDENDUM 3
Drawings

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

T: (843) 724-7314
F: (843) 720-3872

ADDENDUM #4 Q&A

DATE: July 10, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P024R – Janitorial Services for the Gaillard Center and MOB

This addendum #4 Q&A to the solicitation is being made for the following reasons:

Q-1 It's our understanding that the total approximate square footage for both facilities (MOB – 93370, and Gaillard Center – 165185) is approximately 262088. Is that correct?

A-1 MOB is approximately 96903, the rest is correct.

Q-2 What are the normal business hours for the MOB?

A-2 8am-6pm Monday to Friday

Q-3 What are the normal business hours for the Gaillard Center?

A-3 8am-6pm Monday-Friday

Q-4 What bonds are required and the associated dollar amounts (if any)?

A-4 Gaillard Management Corporation as additional insured on General Liability insurance and bonded for at least $100,000.

Q-5 According to the RFP for the Gaillard Center, you are requesting a minimum of 2 staff members (porter and regular staff) during the day, and in addition, at least 3 staff members per shift for cleaning. Is that correct? What are the hours of those 3 shifts?

A-5 The Gaillard Center typically has a staff of 3 on each of the 3 shifts and a Contract Manager; however, COVID-19 has reduced the Gaillard to 2 and the manager during business hours.

The typical shifts are staggered for days off; 1st (8am-4pm) is Mon.-Fri. with Sat. and Sun. off; 2nd (4pm-12am) is Thur.-Mon. with Tue. and Wed. off; 3rd (12am-9am) is Tue.-Sat. with Sun. and Mon. off. We are open to suggestions you feel would work better but would need to be approved by The Gaillard Center.

Q-6 Are there any staffing requirements for the MOB?

A-6 Yes, 1 day porter. The remaining staff (currently 3 or 4 individuals) to service the MOB after offices have closed (6pm to 10pm).

Q-7 What was the name of the previous contractor and the awarded contract amount?

A-7 CMA Services, Inc. The current contract amount is approximately $133,880 for the MOB side. During a normal operation the Gaillard Center monthly invoice was approximately $16,000 during our slow months and $27,000 during our peak months.

Q-8 The awarded contractor is responsible for all supplies, correct?

A-8 Yes.

Q-9 Cleaning staff are responsible for cleaning up after each performance, correct?

A-9 Yes.

Q-10 Will the awarded contractor receive a schedule of the performances?

A-10 Yes we currently communicate the schedule and additional staffing needs with the Contract Manager.

Q-11 Are there on average 2 to 4 events in the theatre per week, and 2 to 3 events in the ballroom per week?

A-11 Probably more like 2-3 in the performance hall and 2-4 in the exhibition hall, with around 16-17 events a month. Most events happen later in the week with most weekends having events.

Q-12 We understand that the City may opt to split the award or to award in lots. That said, our proposal will contain certain built-in efficiencies that will be lost with the loss of square footage. In the event that we are awarded part of rather than the entire contract, may we at that time advise the City of our intent, if applicable, not to accept the award?

A-12 Yes.

Q-13 What are the main reasons you are making a change in service?

A-13 The contract is expiring in October. Our contracts are typically only for 1 year with the option for 4 – 1 year renewals. We have come to the end of the 5 years.

Q-14 What improvements are you hoping to achieve with the next service provider?

A-14 The Gaillard Center plans to be able to take a hands off approach with the service provider. When opening the building we learned a lot and have been heavily involved in day to day operations of the janitorial service. We also hope to have a better form of communication between all parties. Ultimately reliable communication and staffing as requested per the event needs will go a long way in maintaining the standards we strive to achieve.

Q-15 How many contractors have you had in the last 10 years?

A-15 This building was completed in 2015. We have only had 1 contract for this location.

Q-16 What is the square footage of each floor type listed on the SOW?

A-16 For MOB and the Gaillard Center (we do not have a breakdown per side):
Broadloom Wool Carpet- approximately 26,200 sq. ft.
Broadloom Carpet- approximately 3000 sq. ft.
Carpet tiles- approximately 52,800 sq.ft.
Terrazzo- approximately 13,400 sq. ft.
Natural Stone- approximately 4,600 sq. ft.
VCT flooring- approximately 17.800 sq. ft.
1" and 2" tile floors- approximately 10,800 sq.ft.
Hardwood flooring- approximately 2,000 sq. ft.

Q-17 How do you currently communicate with your contractor to ensure all work orders and needs are met?

A-17 Communication is done with the contract manager, we do not have a work order system in place for janitorial but would love to see a more digitized form of communication, tracking of completed work, and inspections.

Q-18 Do you have a mat service or service provider for them?

A-18 Yes we use Uni-First.

Q-19 Is the police substation that is located in the MOB a part of this RFP?

A-19 Yes it is. The employees that clean this office will likely have to have clearance. All of that will go through CPD once the contract is awarded. A P.O.C. will be provided at that time.

Q-20 Is a performance bond or bid bond required for this contract?

A-20 No.

Q-21 Can you tell me how much you are currently paying now to have this service done?

A-21 See A-7.

Q-22 Can you tell me how many janitorial staff members are working at the Gaillard Performance Center? Is the contract requesting a minimum of 6 people 5 days a week? Just verifying.

A-22 See A-5.

Q-23 Can you disclose who the current contractor is and price being paid? To include current hourly rate being charged for special events?

A-23 See A-7. The supervisors are billed at $10/hr and regular cleaning staff starts at $9/hr. These rates are the same for regular and event shifts.

Q-24 Due to COVID-19 and practicing of safe distancing, will electronic responses be allowed?

A-24 No. Proposals need to be submitted as specified in the RFP.

Q-25 Are there any bond requirements?

A-25 See A-4 & 20.

Q-26 If company submitting a proposal is already a Minority Business, does that company have to follow the 20% MWBE guidelines?

A-26 The 20% is not a requirement for this project. If you intend to self-perform and/or are a W/MBE that will be self-performing, please complete Affidavit C.

Q-27 Can you briefly explain the "standard cleaning requirements for GMC (95 Calhoun St.): Will we need to staff the building with 2 fulltime 8 hour day porters and a supervisor 8 hours per day? What is meant by "normal operations require 3 shifts"?

A-27 Due to covid-19 situation the Gaillard Center is currently operating on a staff consisting of the Contract Manager, Supervisor, and a regular cleaning staff member. "Normal operations" would be when the center is operating at normal capacity at around 200 events a year. See A-5 for the schedule during that time.

Q-28 GMC: How many events are there normally per month? How often are weekend events scheduled?

A-28 See A-11.

Q-29 GMC: During special events, will the contractor be required to provide a male and a female custodian to cover restroom cleaning?

A-29 Yes.

Q-30 Were the site visits Mandatory?

A-30 They were not.

Q-31 If you are a minority owned business do you have to sign the minority affidavit sections A & B?

A-31 If you are a minority or woman-owned business, you only need to complete affidavits A & B if you are subcontracting any work out. Any vendor that intends to self-perform, needs to complete affidavit C.

Q-32 I do not see anywhere in the RFP that it is necessary to staff 3 people for 3 shifts plus a supervisor. It actually reads 2 and a supervisor. Will you create an amendment making this a contractual requirement?

A-32 Page 37 states "Normal operations require 3 shifts consisting of a supervisor and no less than 2 regular cleaning staff per shift.". This would be 1 supervisor for each shift. Currently there is a shared contract manager that we do not count in the shift numbers.

Q-33 Are we able to bill separately for events seeing that the actual number of events and amount of staff needed is unknown?

A-33 The Gaillard Center is currently billed hourly for both regular and event hours for the supervisors and cleaning staff. See A-23 for current rates.

Q-34 What is the current monthly price for 95 Calhoun St. and 2 George St. with the current contractor at each individual location?

A-34 See A-7

Q-35 What is the current hourly rate with the present contractor regarding special events at 95 Calhoun St.?

A-35 See A-23

Q-36 What is the current janitorial staffing model by the present vendor at 95 Calhoun St. and 2 George St. in terms of number of staff for each address, work times, and days? The standard cleaning requirements of the GMC for normal operations at 95 Calhoun St. states 3 shifts of at least 3 people each, but they currently just have the 1st shift working due to reduced operations, correct? What is the current evening work time and days for the janitorial staff at 2 George St.? Does the janitorial staff at 95 Calhoun St. and 2 George St. each just work at their separately addressed locations during normal and reduced operations?

A-36 See A-5. The janitorial staff during normal business work for both sides and clock in and out for billing purposes on the Gaillard Center invoice. The crew working during Covid-19 has stayed on their respective side.
For the MOB staffing See A-6.

Q-37 What is a general estimate of the additional requested number of janitorial staff members for special events at 95 Calhoun St. by the GMC? How often would this exceed the usual minimum of 3 shifts of 3 people? What is the largest request of additional staff members that can be expected in addition to the 3 people that would normally be present?

A-37 For most events we request 2 additional (5 total) janitors, typically during the 2nd shift. Last year the largest request made was 3 additional (6 total) janitors because of 2 large events on the Performance Hall and Exhibition Hall side of the Center.

Q-38 Disposal – Trash removal off of City property is the responsibility of the contractor.

- **Would the City please identify if the contractor, or the City provides the Vendor to remove the Recycling from the City property?**

- **Will the City provide an area for a dumpster to be stored outside for Contractor to use for trash removal off of the property?**

A-38 The Gaillard Center and City have trash and recycling dumpsters on site. The pickup schedule for the Gaillard Center 8yd compactor and 2 4yd recycling dumpsters will be determined on a by event basis. The city maintains the schedule for the 2 4yd dumpsters (1 trash and 1 recycling).

Q-39 **Contractor furnished Materials – Floor stripper shall be determined by the recommended product from floor manufacturer. Will the City provide the manufacturer upon award?**

A-39 The Gaillard Center plans to continue the use of Smith & Jones Warrior floor finish and Zip Stripper floor stripper.

Q-40 **Page 35 state that low dusting and high dusting are performed weekly and monthly. Will the City clarify this requirement?**

A-40 The expectation would be for all areas reachable from an 8ft ladder be cleaned as listed in the RFP, in addition to pole dusting molding, ledges, ceiling corners, air conditioning vents, etc. to prevent dust and cobweb build up to a height of 25'.

Q-41 **In reference to the High Cleaning requirements on page 40, will the City please provide the height of the vents, light fixtures and walls for high cleaning requirements? Will a lift be needed, and will there be maneuverability for a lift?**

A-41 See A-40, a lift is not required.

Q-42 **In reference to the Scheduled Frequencies – Semi-Annual Typical Requirements on page 42, will the City identify the number of blinds and the height of the attachment of the blinds for this requirement?**

A-42 This item is not applicable to the Gaillard Center.

Q-43 **In reference to the Miscellaneous Requirements on page 42, will the City please clarify the requirement of completing finishing of all floors during the first 60 days? Will this be a complete strip and wax?**

A-43 This was an item from construction and is not applicable to the Gaillard Center at this time.

Q-44 **On page 46 – 48 of the RFP, the City references Curtain Cleaning Bi-Annually. Will the City identify the number of curtains, the type of material, and the length of each curtain?**

A-44 See A-42

Q-45 **Event cleaning is not included in the monthly cleaning cost. It is charged by the hourly event price, correct? Also, is the "Hourly Event" price per person used or a team hourly price?**

A-45 Yes it is currently billed hourly for all janitors, see A-23 for current rates.

Q-46 **How much square feet are cleaned on non-event days?**

A-46 During normal business most non-event days are spent recovering for the next event. With that said there is not a general non-event day square footage.

Q-47 **The Gaillard Center is open 5 days per week plus event days, correct? Are there any days the Gaillard Center is closed, such as Christmas, etc.?**

A-47 The Gaillard Center currently observes New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. These are not guaranteed and are dependent on the event schedule.

Q-48 **Are the 2 building connected by indoor walkway or within walking distance of the other?**

A-48 The Municipal Office Building (MOB) and the Gaillard Center are all in one building. Walls are what divides the building space between the Gaillard Center and the MOB. The Gaillard Center also has an office on the second floor of the MOB.

Q-49 **Is there office space in the Gaillard Center? If so, what is that square footage?**

A-49 Yes it is approximately 3800 square feet.

Q-50 **Can the City or the Facility Management company provide a breakdown of floor types for the two facilities?**

A-50 See A-16.

Q-51 When is the contract start date?

A-51 The intended contract start date is October 1, 2020.

Q-52 Does the scope of work include exterior building window cleaning?

A-52 The City will contract out the exterior window cleaning separately.

Q-53 The City's bid award criteria is referenced on page 29. Will the City share the weights that will be assigned to each criterion?

A-53 That has yet to be determined.

Q-54 The RFP state that event cleaning will take place 2 – 3 times per week on average. What is entailed in event cleaning?

A-54 That information can be found on pages 42-43.

Q-55 Do the hardwood surfaces consist of a polished terrazzo and marble, or a finished terrazzo and marble?

A-55 See A-16. The terrazzo is finished and the marble is polished.

Q-56 How many square feet of resilient flooring is there in the Gaillard Performance Center?

A-56 See A-16.

Q-57 Page 51 of the RFP says that the square footage for MOB is 96,903 sq.ft. and the Auditorium is 165,185 sq. ft. Does the 165,185 sq. ft. include all square footage of the Gaillard Center?

A-57 165,185 is the estimated total square footage of the Gaillard Center with the breakdown being the exhibition hall at 43,856 and the performance hall at 121,329.

Q-58 Since coronavirus will skew the consumables data for the last 3 months, can we get 6 to 12 months of historical data for consumables?

A-58 The staff count for the MOB is (these numbers are for a normal/fully occupied condition) 82 Females, 89 Males (171 in total). The consumable list for the Gaillard will be on our website.

Q-59 **Is a cost-plus model an option for consumables, particularly at the Gaillard Center? That way, we don't have to build in charges for worst-case scenario (~200 performance nights when you're way down from that at this time), and you can pay only for what you need to maintain sufficient (baseline) stores and to restock each month.**

A-59 Yes that is how the Gaillard Center invoice is currently billed.

Q-60 **Since interior and exterior window cleaning is a requirement of this RFP, please indicate number of windows.**

A-60 See A-52, we do not have a count of windows for internal cleaning.

Q-61 **Are there any objections to the awardee interviewing and potentially hiring incumbent staff since they will have intimate knowledge of the building and the account? We would train them on our standards, any new technologies, and implementation of any new processes.**

A-61 The Gaillard Center would have no objection to that.

Q-62 **Given we're still in the midst of a pandemic, will any consideration be given to accepting electronic proposal submittals to reduce employees' contact with outside packages, unnecessary traffic into your building, and other concerns? (SC Dept. of Mental Health accepted only electronic bids and no paper bids for their recent janitorial RFP.)**

A-62 The City has been accepting proposals and bids via mail, alternate courier (UPS, FedEx, etc.) or hand delivery. If you hand deliver, you will have to call our number to gain access to our building at the address listed on the RFP.

Q-63 **Page 30 Employee ID – Please clarify the identification required for our employees (badge, uniform, picture, etc.)**

A-63 The Gaillard Center will provide ID cards that include a picture. The respective City or Gaillard Center staff will provide key cards for access to the areas associated with their side of the building.

Q-64 **Page 32 & 45 Compliance – who determines the value of the 10% noncompliance work? It is 10% of what value?**

A-64 City/MOB & GMC management will make any noncompliance work determinations dependent upon area of concern.

Q-65 **Page 32 & 45 Compliance – would the contractor have the 8 hours to re-perform or will the City have City personnel do this prior to the 8-hour window? If so, who makes this determination?**

A-65 The contractor would have the opportunity to re-perform the work, both the City/MOB & GMC management will make any quality of work determinations dependent upon area of concern.

Q-66 **Page 32 & 45 - Would all noncompliance charges be discussed with contractor management prior to deductions being made?**

A-66 Yes

Q-67 **Are all windows to be cleaned inside and out for both the MOB and Gaillard Center? If so, it would be helpful to know number of windows per floor.**

A-67 See A-52.

Q-68 **What are the current hours for the day porter and three night cleaners on the MOB side?**

A-68 See A-6

Q-69 **Page 34 – Window Cleaning – When you are asking for the exterior office windows to be cleaned on a monthly basis, are you asking us to clean the outside of the windows on the exterior wall of the building?**

A-69 See A-52.

Q-70 **Page 34 – Window Cleaning – When you are asking for the interior office windows to be cleaned on a monthly basis, are you asking for the inside of the windows on the exterior wall of the building or the glass bright glass throughout building?**

A-70 All interior glass, to include office door panels, meeting room windows etc.

Q-71 **Can we get a window count of how many are in the Municipal Office Building?**

A-71 Interior glass only.

Q-72 **Being asked to supply urinal cakes, how many urinals are in the building on both the Municipal Office side and how many urinals are in the Performance Center?**

A-72 The Gaillard Center has 26 urinals and 5 for the MOB.

Q-73 Is there any carpet cleaning on the bid for the Municipal Offices?

A-73 Only vacuuming & spot removal.

Q-74 Is there any machine scrubbing in the restrooms in the bid for the Municipal Offices?

A-74 No.

Q-75 How many square feet of each floor types are in the Municipal Office?

A-75 See A-16

Q-76 Are there any hand sanitizers dispensers that we would be responsible for filling? If so, what kind of hand sanitizer is used in it (brand & number)? How many dispensers are in the Municipal Offices?

A-76 2 – Purell TFX 1200ml auto dispenser

<u>Gaillard Performance Center</u>

Q-77 Page 36 – ***The GMC will require the Contractor to adhere to the GBAC standards of sanitation and cleanliness as we strive to be GBAC certified.***
What training will be required for this? Will all employees need the training or just the supervisor? What is the cost?

A-77 The International Association of Venue Managers (IAVM) is currently working on a pricing structure for event venues. Until they finalize that we do not know the full cost. The training would be for the full staff.

Q-78 Page 36 – How frequently would you like the building to be disinfected? Daily?

A-78 We are currently disinfecting after setup and after each event. The amount of space and frequency will vary depending on the event schedule.

Q-79 Due to an unknown amount of people for the special events, is it possible to bill consumables separately?

A-79 See A-59.

Q-80 **Page 37 – *Carpet shall be vacuumed and spot cleaned regularly with periodic full washing.***
How frequent is the full washing required?

A-80 On an as needed basis determined by the contractor and the Gaillard Center.

Q-81 **Page 37 – Do the vacuum, floor scrubber and burnisher have to be ride-on?**

A-81 The vacuum and burnisher need to be ride-on, the floor scrubber would be ideal but not required.

Q-82 **Do the backpack vacuums have to be battery powered?**

A-82 As stated in the RFP we would prefer for them to be if the run time can be +60 minutes. With the layout of the theater cordless it is ideal but not required.

Q-83 **Page 37 – *Normal operations require 3 shifts consisting of a supervisor and 2 regular cleaning staff per shift.***
What are the times set for these shits?

A-83 See A-5.

Q-84 **Page 38 – *Floor finishing includes cleaning and applying finish to smooth finished concrete, rubber, vinyl, and linoleum, clay and terrazzo floor surfaces.***
What finishes are applied to these floor types?

A-84 The restrooms have sani-glaze on the tile floor. The Gaillard Center uses the floor finish mentioned in A-39 for the terrazzo and VCT.

Q-85 **Page 38 – *A number of coats of finish, to be determined by GMC, must be applied.***
How many coats will be needed?

A-85 2-3 with the anticipation that only cleaning and additional coats are needed to maintain the floors per the manufacturer recommendation.

Q-86 **How many sq. ft. of each floor types are in the Performance Center?**

A-86 We do not have a breakdown of floor types per area see A-16 for the full facility breakdown.

Q-87 Are there any hand sanitizers dispensers that we would be responsible for filling? If so, what kind of hand sanitizer is used in it? How many dispensers are in the Performance Center?

A-87 Currently rentals serviced by Alsco.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

GMC Supply Average

Product	Weekly	Event
2-Ply TP	48 Rolls	48 Rolls
Jumbo Roll TP	-	2 Rolls
Multi Fold Towels	16 Packs	16 Packs
Stainless Steel Polish	6 Cans	2 Cans
Urinal Screens	Changed Monthly (26 Urinals)	
24X33 Clear (Rolls) Bathrooms	4 Rolls	2 Rolls
43X47 Black (Singles) Big Rolling	2 Rolls	1 Roll
33X40 Clear (Rolls) Recycling	4 Rolls	4 Rolls
33X39 Black (Rolls) Waste	5 Rolls	5 Rolls
Sanitary Liners	-	20 Bags
Auto Soap Refills - 1600 ML	2 Bottles	2 Bottles

Not an exhaustive list of supplies.

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City 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 Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

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. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, 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 City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, 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 City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston 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 City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

ORIGINAL

Proposal

Janitorial Services for City of Charleston Gaillard Center & Municipal Office Building

Charleston, South Carolina

Presented to: Ms. Robin B. Robinson
Procurement Manager

Submittal Date: July 17, 2020 at Noon EDT

US&S, Inc.
1200 Woodruff Road, Suite C-6
Greenville, SC 29607
(864) 233-8035 Phone
(864) 527-0117 Fax
Contact: Shontel Babb
Email: sbabb@usands.com
www.usands.com

Service Disabled Veteran Owned Small Business
SDVOSB
cVE

Corporate Office
1200 Woodruff Rd., Suite C-6
Greenville, SC 29607
Phone: 864-233-8035
Fax: 864-527-0117
usands.com

July 16, 2020

Ms. Robin Barrett-Robinson
Senior Buyer
City of Charleston
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Subject: US&S, Inc. Janitorial Services for City of Charleston Gaillard Center & Municipal Office Building (hereinafter referred to as The City) at 2 George Street & 95 Calhoun Street

Dear Robin,

US&S, Inc. (US&S) is pleased to submit our proposal to provide services to The City of Charleston as your janitorial service provider at the above-referenced facilities in Charleston, SC. We fully understand that our role on this contract is to provide high-quality, responsive, janitorial services, and we especially appreciate the critical importance of safety, quality assurance, schedule, flexibility, transparency, and cost control to the end users we will be supporting. We recognize it is essential that the services provided through this contract, regardless of how big or small the task, must be done well and on time because they are critical to the ability of The City to deliver on its mission, program goals, and commitments.

We are confident that we can provide the outstanding support expected by The City and The City. The US&S team offers the best value for janitorial-related services for your facility based on these distinctive benefits:

- ***Proven, experienced janitorial contract management from a service company with nearly 20 years of industry experience with an excellent reputation in our community for providing performance excellence;***
- ***Quality assurance program, excellent safety record, and commitment to continuous improvement presents a low-risk and high-quality/best-value option for The City;***
- ***We are an innovative partner! We value training & technology and we send our staff to industry-specific trade shows that inspire so they can offer solutions that will improve the appearance <u>and</u> the efficiency of the The City facility and its daily operation;***
- ***Desired fulfillment of diverse/minority spend goals. US&S is a verified and certified service-disabled, veteran-owned small business and a registered minority/disadvantaged business enterprise (MBE/DBE).***

Robin, thank you for the opportunity to serve at this location. We look forward to continuing the conversation toward implementing a janitorial maintenance plan that will delight your staff and visitors alike. Thank you in advance for your time and consideration in the days ahead.

Kind regards,

Shontel Babb
Business Development Manager

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I. General Information and Corporate Qualifications

A. General Overview

US&S, Inc. (US&S), founded in 2003, is a facility maintenance and support service provider specializing in six core competencies, including janitorial, operations and maintenance, repairs, renovation, grounds maintenance, and staff augmentation solutions and services. US&S offers customized cleaning services to meet the needs of clients. The cleanliness of our clients' buildings and complexes makes an impression; it is our goal to provide a clean and comfortable environment for all employees, tenants, and individual customers. Services include, but are not limited to the following:

- General Janitorial
- Day Porters & Nightly Attendants
- Carpet & Upholstery Cleaning
- Hard Surface Floor Care
- Clean Room Services
- Facility Sanitization & Sterile Cleaning
- Lighting Cleaning
- Window & Blind Cleaning
- Supply Management & Inventory Control
- Green Cleaning & Recycling Support

US&S offers an unparalleled level of service for clients and operates at offices and project sites predominantly throughout the southeast United States, serving federal, commercial, industrial and institutional markets. Our clients include, but are not limited, to:

Federal	Commercial	Industrial	Institutional
U.S. AIR FORCE	SRR	LOCKHEED MARTIN	Spartanburg Regional Healthcare System
NAVFAC Naval Facilities Engineering Command	ENTERPRISE HOLDINGS; Alamo, enterprise, National; etv south carolina	BOEING	GREENVILLE HEALTH SYSTEM; PRISMA HEALTH
U.S.ARMY	Savannah River NUCLEAR SOLUTIONS FLUOR • NEWPORT NEWS NUCLEAR • HONEYWELL	NETL	CLEMSON School of NURSING
FEDERAL AVIATION ADMINISTRATION	United Way; SunCity Produce Co.	MICHELIN	ANMED HEALTH
U.S. DEPARTMENT OF ENERGY	VT Group	NORTHROP GRUMMAN	SELF REGIONAL HEALTHCARE
GSA	FORCE PROTECTION; VERDAE Verdae Development, Inc.	SIKORSKY A LOCKHEED MARTIN COMPANY	SHARE community Action PARTNERSHIP; Sunbelt Human Advancement Resources
Department of Veterans Affairs	Spartanburg Water	GENERAL DYNAMICS	CINTAS®

We have an impressive portfolio of experience and a staff that people truly enjoy. Our substantial base of long-term, repeat clients demonstrates the importance we place on building and sustaining relationships through the culture of our people and performance excellence. In the last several years, US&S has been privileged enough to be recognized in several community-related and client-sponsor-ed award programs for the work that we do. These give credence to our efforts to serve our clients and the communities we work, live, and play. We have truly earned a reputation that we are proud to maintain for many years to come!

Awards & Recognition

2018 Entrepreneurial Success Award
--Community Works & Greenville Chamber of Commerce
2017 Service-Disabled Veteran-Owned Small Business of the Year
--Department of Energy
2017 and 2018 BB&T Lighthouse Beam Safety Award
--BB&T
2017 and 2018 Palmetto Shining Star Safety Award
--SC Department of Labor, Licensing & Regulation (SCLLR)
2014 SC Veteran Entrepreneur of the Year Award
--Small Business Administration
2014 Small Business of the Year
--Greenville Chamber of Commerce
2013 Outstanding Community Partner
--United Way
2012 Outstanding Small Business Partner
--Lockheed Martin
2012 State of SC Nominee for National Minority Entrepreneurship Award
--Small Business Administration
2006 Leading Minority Business in the Upstate
--General Services Administration

US&S is a ***verified Service-Disabled, Veteran-Owned Small Business (SDVOSB).*** The company is also recognized as a ***Disadvantaged Business Enterprise (DBE)*** through the South Carolina Department of Transportation (SCDOT) and a ***Minority Business Enterprise (MBE)*** through the Carolinas-Virginias Minority Supplier Development Council (CVMSDC).

We realize that we are in the business of providing a service and the art of service begins with listening and understanding your organization's particular objectives. We are here to listen and prepared to help you initiate, plan, execute, and manage your non-core activities so your organization can focus on what it does best. The cleanliness of a facility makes an impression; it is our goal to provide a clean and comfortable environment for The City's employees, guests, and individual customers. We are confident that we can provide the outstanding support expected by The City and The City. The US&S team offers the best value for janitorial-related services for your facility based on our commitment to quality, performance excellence, and demonstrated past performance.

The US&S team has the experience, specialized expertise, and qualifications to meet and exceed the requirements for this opportunity. The value our team brings to you comes in large part from our collective knowledge, service experience, and proven track record. We provide a team of specialists that supports each site and operations. This management team becomes involved with each customer prior to startup to establish goals and to ensure a smooth transition. We perform monthly audits to measure progress toward the facility's goals as well as ours. By checking the status of site operations, we are able to ensure our program is on track and producing the results you want. This organizational support is a major reason our customers receive a high return on their facility service investment. It is another reason that US&S has been so successful.

B. Awards & Recognition

2018 Entrepreneurial Success Award
Community Works & Greenville Chamber of Commerce

2017 Service-Disabled Veteran-Owned Small Business of the Year
United States Department of Energy

2017 and 2018 BB&T Lighthouse Beam Safety Award
BB&T

2017 Palmetto Shining Star Safety Award
SC Department of Labor, Licensing & Regulation (SCLLR)

2014 Small Business of the Year
Greenville Chamber of Commerce

2014 SC Veteran Entrepreneur of the Year Award
Small Business Administration

2013 Outstanding Community Partner | *United Way*

2012 State of SC Nominee for National Minority Entrepreneurship Award | *Small Business Administration*

2012 Outstanding Small Business Partner | *Lockheed Martin*

2006 Minority Business of the Year
Greenville Chamber of Commerce

2006 Leading Minority Business in the Upstate
General Services Administration (GSA)

C. Vision, Mission & Core Values

Vision
US&S will be a premier facility maintenance and support service provider.

Mission
Lead through professional, talented, and passionate people.

Thrive on innovation and utilize technology to improve efficiencies and cost – always striving to do better.

Improve the delivery and integration of our quality and safety programs and procedures continuously amongst ourselves and those we support.

Treat others the way we want to be treated – with the utmost respect.

Make a positive difference in the world.

The City MISSION ALIGNMENT

Lead through Outstanding Performance

Core Values – Our Guiding Principles
US&S seeks to continually demonstrate a number of core values in the way we conduct our business – our timeless values serve as a compass for our actions and describe how we live. They keep us focused on delivering the "ultimate customer experience" for every client, every time.

Family Focus
Our emphasis on our culture is essential because we are more than a team - we are a family. Our cohesive family atmosphere extends to the customers and teaming partners we collaborate with in successful work execution. We value relationships, communication, teamwork and the prosperity of our community. We hold ourselves accountable to providing solutions to the needs of the whole US&S family.

Stewardship
We take great pride in valuing and safeguarding the environment, energy resources, finances and assets entrusted in our care. We believe it is our civic duty to protect, support and give back to our local and global community.

Safety
The core of our company ethics centers around a culture of safety which is paramount and is always the first priority. Our commitment to safety is a commitment to our customers, teaming partners and family. We believe safety is a continuous process and should be integrated into every aspect of our lives, not just what we do at work.

Performance Excellence
We are dedicated to our customers, teaming partners and family through passionate service excellence and delivering outstanding performance with continuous improvement always at the forefront.

Integrity
Our honesty, loyalty, and devotion to providing "the ultimate experience" rest on a strong foundation of solid ethical standards and uncompromising moral values. We do the right thing.

Quality
We want our customers to consider our name synonymous with the highest quality standards in our industry. We strive to do the job right, the first time, every time. Ultimately, our goal is to earn our customer's endorsement.

II. Experience & Past Performance

The US&S team has the experience, specialized expertise, and qualifications to meet and exceed the requirements for this opportunity. Our team has over 60 years of collective experience providing janitorial and facility support services to clients. In fact, the company has a large portfolio of business similar to the scope requirements for this contract on various scales.

PROVEN EXPERIENCE

Dynamic Client Base
Robust Requirements
Regional Service Footprint

US&S is submitting several performance examples for contracts that demonstrate the company's understanding of The City as a customer and the work as a core competency. These references reflect both our understanding of the scope of work required under this contract as well as experience working with a dynamic client base with multi-facility complexes and rigourous cleaning standards. Several references show our ability to work as a successful team at critical facilities/secure locations.

A. Lockheed Martin Portfolio – 5 States, 8 Locations

Lockheed Martin Janitorial/Facilities Support Services – Multiple Locations

Prime Contractor Name: US&S, Inc. (Offeror)

Customer/Agency Name: Lockheed Martin

Period of Performance: Refer to the table below

Contract Price: Refer to the table below

Work began January 2006 and is ongoing. Duration varies by site. Our work at each site initially included a 2-year base plus 3 option years. The following chart provides details for each location.

Sites	Dallas, TX	Greenville, SC SOS Services	Greenville, SC Grounds Maintenance	Orlando, FL Lake Underhill	Ocala, FL	Orlando, FL Sand Lake Rd	Troy, AL	Marietta, GA
Prior Dollar Value (projected finals)	$1,696,205	$1,000,000	$500,000	$903,005	$2,156,574	$6,315,013	$1,688,505	N/A
Prior Contract Duration (w/all options)	August 2011–July 2016	January 2006–December 2014	March 2006–February 2012	2011-12 Annual value	April 2010–May 2015	April 2010–May 2015	April 2010–May 2015	Formerly by Lockheed Martin staff
Current Dollar Value (projected)	$9,000,000 (5-year total)	N/A	N/A	$4,600,000 (5-year value)	$2,700,000 (5-year value)	$14,000,000 (5-year total)	$2,500,000 (5-year total)	$2,200,000 annual; $11,200,000 (5-year)

Lockheed Martin Janitorial/Facilities Support Services – Multiple Locations								
Current Contract Duration (w/all options)	January 2015 – December 2019	N/A	N/A	March 2012 – September 2017	December 2014 – April 2019	December 2014 – Present	December 2014 – Present	August 2018 – July 2023

US&S has supported several Lockheed Martin business units including Aeronautics (Greenville & Marietta, GA), Global Training and Logistics (Lake Underhill), and Missiles & Fire Controls (Orlando, Ocala, Troy, and Dallas) across five states.

Our contract portfolio includes approximately 8 million SF of cleanable space and 100 acres of improved grounds. US&S and its partners employ over 220 FTEs working varying shifts per location. We were originally awarded the security (2005) and grounds (2006) contracts at the Greenville site. In January 2010, we started our second 5-year security contract. Based on our performance and qualifications, we expanded to the Orlando, Ocala and Troy locations (2010), Dallas (2011), Lake Underhill (2012), Clearwater (2014), and Marietta (2018). We perform grounds maintenance, pest control, furniture moving, plumbing repair, and firing range cleaning and maintenance; however, the majority of the scope is campus-wide janitorial.

We maintain the Green Recycle Zone for removing and sorting cardboard, plastic, metal and wood. The recycling program staff has processed more than 100 tons of recyclable materials. We perform daily and periodic janitorial services, including dusting, sweeping, vacuuming, trash removal, glass cleaning, cleaning door mats, disinfecting water fountains, polishing bright work, cleaning restrooms, replenishing restroom supplies, mopping, carpet cleaning, and stripping and waxing hard floors in offices, restrooms, kitchens, break rooms, production areas, secured/classified areas (i.e., test labs and clean rooms) and common areas.

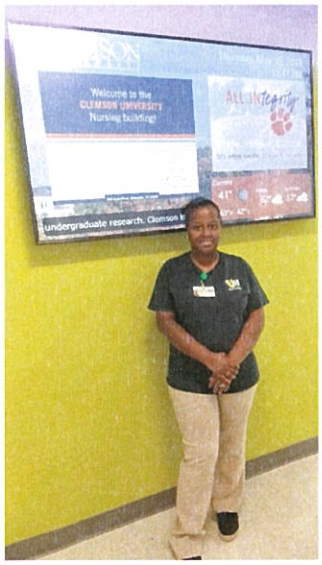
US&S started another Dallas-based contract for Advanced Composites (Sikorsky), a subsidiary of Lockheed Martin, in 2018, because of our local presence & performance.

B. Northrop Grumman

Northrop Grumman Janitorial Services - Huntsville, AL
Prime Contractor Name: US&S, Inc. (Offeror)
Customer/Agency Name: Northrop Grumman

Northrop Grumman Janitorial Services - Huntsville, AL
Period of Performance: 2014 - 2017
Contract Price: $1,334,977.24
US&S provided full-scope janitorial services for the Northrop Grumman site located in Huntsville, AL. There are 9 locations covering over 500,000 SF of cleanable space. Based on the performance excellence of the team at the Huntsville site, US&S received another janitorial contract for a Northrop Grumman facility located in Fayetteville, NC (2015 to current).

C. Prisma Health

Prisma Health Janitorial – Multiple Facilities
Prime Contractor Name: US&S, Inc. (Offeror)
Customer/Agency Name: Prisma Health (formally Greenville Health System)
Period of Performance: 2017 – Present, expanded to include Pediatric & Adolescent Gynecology in 2018, along with new Clemson School of Nursing facility
 US&S has successfully served the New Impact Clinic since the fall of 2017, and with the expansion of another practice downstairs, we were invited to care for that space as well. US&S performs nightly service at this facility; we provide all labor, tools, equipment, and oversight, while the owner/tenant provides the consumable products and chemicals. Approximately $11,000 annual value for these clinics In 2018, the newly opened 78,000 SF Clemson School of Nursing came under our care with daily service and a full nightly crew to provide hospital-grade cleaning throughout the facility. Classrooms, simulated hospital suites, training areas, restrooms, offices, and meeting spaces – each with specific floor care and surface maintenance requirements are within our routine services, to include special projects for community presentations and post-renovation cleanings. $79,000 approximate annual value for this facility. US&S has also worked for Prisma Health in other capacities including project support during the major implementation of the Epic Electronic Healthcare Records system. US&S was responsible for data abstraction services for a variety of clinics, call center/help desk support, and elbow support for physicians post implementation of the system. **US&S recently completed the transition into an additional Prisma Health facility in Greenville adding a significant amount of cleanable space.**

D. Georgia Base Operations Services

Georgia BOS – Multiple Sites
Prime Contractor Name: US&S, Inc. (Offeror)
Customer/Agency Name: US Army Corps of Engineers, Charleston
Period of Performance: 2018 – 2023
Contract Price: $813,780 (first year); approximately $4.1MM 5-year total
US&S is responsible for fifteen (15) sites for the 81st Regional Support Command (Army Reserve Training Centers) throughout Georgia. Janitorial & floor care services, grounds & landscape maintenance, and pest control are all performed under this fixed-price, performance-based contract. Standards of cleanliness and appearance are regularly inspected with monthly updates to scheduling, additional work order completions, and performance reporting submitted for government review and approval.

E. SHARE Head Start Early Childhood Development Centers

SHARE Head Start Janitorial, HVAC, & Pest Control Services – Upstate of SC
Prime Contractor Name: US&S, Inc. (Offeror)
Customer/Agency Name: SHARE Head Start
Period of Performance: 2018 – 2023
Contract Price: $252,000 annual value
US&S is responsible for full-scope janitorial, HVAC maintenance, and pest control services for 19 Upstate Head Start early childhood development learning centers. Additionally, we provide facility management support, handy-man repairs & renovation services upon request. Responsible for 110,000 SF of cleanable space, including children's classrooms & restrooms, staff offices, kitchens, and common spaces to DHEC and other regulatory agencies to ensure certifications and eligibility for funding and operational support. Multiple teams of 2-3 cleaners partner to service each of the sites three times per week. Holiday shut-down projects for deep cleaning, carpet extractions, strip/wax flooring, etc. are scheduled and coordinated with the local directors and facility management liaisons on a not-to-interfere basis with operations. Critical HVAC and appliance preventive maintenance schedules & corrective maintenance responsiveness ensure that the spaces meet regulations for environmental conditions. Quality management and work orders are facilitated through regular inspections and employment of cloud-based eMaint management technology.

F. Spartanburg Regional Healthcare System – Pelham Medical Center, MGC Family Medicine North, Cherokee Cardiology, et al

Spartanburg Regional Health Services District Janitorial – Multiple Facilities
Prime Contractor Name: US&S, Inc. (Offeror)
Customer/Agency Name: Spartanburg Regional Health Services District dba Spartanburg Regional Healthcare System
Period of Performance: 2018 to Present
US&S is continuing to expand its portfolio with SRHS. We began serving SRHS in three Gaffney practices: • Cherokee Women's Care • Cherokee Cardiology • Cherokee Urology The company has expanded coverage to include additional practices: • Family Medicine North in Inman • Pelham Medical Center, which houses Five Forks Family Medicine, Pelham Center for Women, and Magnolia Plastic Surgery.

III. References & Letters of Recommendation

Client/Location/Tenure	Service(s)	Phone/Email
Clemson School of Nursing/ Prisma Health Greenville, SC 2018 to Present	Janitorial Services	Ms. Jessica Martin Administrative Operations Manager jessicam@clemson.edu (864) 720-2073
Savannah River Nuclear Solutions Aiken, SC 2011 to Present	Building Maintenance & Staff Augmentation across 300+ buildings	Mr. Alex Agyemang Small Business Liaison Officer j.alex.agyemang@srs.gov (803) 952-6874 Ms. Melanie LePard Non-Nuclear Maintenance Manager/End User melanie.lepard@srs.gov (803) 541-0619
S.H.A.R.E. Head Start Child Development Centers Upstate of South Carolina (Greenville, Clemson, Pickens, Easley, Belton, Anderson, Seneca, et al)	Janitorial Services, HVAC Maintenance & Repair, Pest Control Services for 20 Upstate locations	Mr. James Thompson Facilities Coordinator twthompson@sharesc.org (864) 282-2196
Lockheed Martin Multi-State 2006 to Present	Janitorial Primarily (Supported Grounds, Security, O&M)	Mr. Mitch Roginsky Site Services Plant Engineering m.l.roginsky.jr@lmco.com (678) 579-2988

From: Jessica Martin <jessicm@clemson.edu>
Sent: Tuesday, March 26, 2019 8:12 PM
To: Ryan Henderson <RHenderson@usands.com>
Cc: GHS Nursing School <ghs-nursingschool@usands.com>
Subject: Thank you!

Good evening Ryan,

I wanted to commend your team on an excellent job in helping the School of Nursing prepare for our accreditation visit. The visitors were impressed with our facility, and we've already received excellent feedback from members of Clemson's leadership.

Even before the visit today, I led another group in a facility tour on Monday, and they all remarked on the cleanliness of the facility.

A special thank you goes to Jada for her professionalism and her willingness to be a true partner.

I'm grateful for the hard work you and your team do.

Thank you,

Jessica

Jessica Martin Clemson University
Administrative Operations Manager | School of Nursing
College of Behavioral, Social and Health Sciences
jessicm@clemson.edu
864.720.2073

US&S, Inc.
Greenville, South Carolina
Richard Hagins, Chief Executive Officer

US&S provides quality Janitorial/Housekeeping, Grounds Maintenance, Lawn Irrigation, Pest Control, Pressure Washing, Drinking Water, and Furniture/ Move support services to Lockheed Martin Missiles and Fire Control. Their positive "can-do attitude", coupled with exceptional Site Services qualifications and experience, delivers a high level of performance for our facilities. US&S is very reliable in emergency situations. In 2011, a 2.5 inch water main pipe burst spilling 26,000 gallons of water into the hallways during the early hours of the morning. The leak was reported at 4:00 am and within 24 hours the impacted area was back to normal operation. US&S responds quickly and is readily available and willing to fix any problem that is found. Lockheed Martin Missiles and Fire Control recognizes US&S for their can-do attitude in supplying excellent ground and facility maintenance.

Nominated by: Matthew Heppner
Procurement Representative Senior
Southeast Material Acquisition Center
Lockheed Martin Missiles and Fire Control

IV. A True Community Partner

US&S hosts an annual United Way Campaign to raise money for the United Way of Greenville county and has been recognized as an "Outstanding Community Partner" a number of times. US&S also participates in Hands on Greenville, an annual day of service for the organization.

Happy Holidays from US&S Corporate!

Monthly Safety Huddle Gathering

Who Won the Drawing!?!

UW Campaign Employee Giveaways

V. Scope of Work & Janitorial Routines

US&S will adopt each facility's scope of work as outlined in the The City's Janitorial RFP of June 17, 2020 as follows:

Gaillard City Municipal Office Building
2 George Street
Charleston, SC 29403
93,307 Square Feet
(To be cleaned 5 days per week-as schedule dictates)

Service	Daily	Weekly	Monthly	Annually
Offices & General Area – to include Lobby, etc.				
Empty Waste Cans maintaining Unsoiled Liners	X			
Damp Wipe coffee rings, etc. from furniture (as needed)	X			
Dust exposed areas of furniture		X		
Clean and sanitize drinking fountains	X			
Low dust baseboards, chair rung, table legs, etc.		X		
High dust surfaces over 72" from the floor			X	
Spot clean walls so not to disturb finish (as needed)	X			
Spot clean lobby glass including front doors & partition glass	X			
Clean entire glass doors inside and out		X		
Dust Blinds		X		
Remove dust and cobwebs from ceiling			X	
Dust Mop hard floors or vacuum carpet door traffic areas only	X			
Dust Mop hard floors or vacuum carpet wall to wall		X		
Spot clean carpets (up to 2' diameter) & furniture (as needed)	X			
Spot clean furniture (as needed)		X		
Floors Hard Surfaces				
Completely strip and refinish				X
Scrub and Recoat				
Buff			X	
Machine scrub restroom floors				
Lobby maintenance as specified				
Windows				
Clean exterior office windows			X	
Clean interior office windows			X	
Restrooms				
Clean, disinfect & polish all fixtures including toilet bowls, urinals, sinks	X			
Clean and polish mirrors	X			
Empty all trash cans and disposals, insert liners as needed, spot clean and sanitize container (inside & outside)	X			
Spot clean walls, doors & partitions	X			
Refill dispensers to normal limits – napkins, soap, tissue, towels, liners and covers **Supplies to be furnished by:**	X			
Low dust (36") – window sills, moldings, ledges, shelves, frames, etc.		X		
Dust all air ducts		X		
High dust (to 72") shelves, moldings, ledges, etc.			X	
Sweep and damp mop hard floors	X			

Service	Daily	Weekly	Monthly	Annually
Vacuum carpet (if applicable)	X			
Flush floor drains with deodorizing disinfectant				
General				
Maintain janitor closet in neat and orderly fashion	X			
Clean and inspect equipment	X			
Observe building security and lighting procedures				
Notify building contact of any irregularities or equipment malfunctions				
Monitor and respond to Communication Log Book				
Break Rooms – Kitchen Cafeteria				
Damp clean and sanitize table tops, seats and back of chairs	X			
Damp clean pedestals and legs		X		
Clean and sanitize sinks, if free from dishes	X			
Empty and damp clean ashtrays				
Empty waste receptacles replacing liner	X			
Clean and sanitize drinking fountains	X			
Spot clean doors, frames, light switches, kick plates and interior glass	X			
Low dust (36") and high dust (to 72") all horizontal areas		X	X	
Clean entire interior glass in partitions and doors	X			
Dust mop hard floors	X			
Damp mop hard surface floors	X			
Vacuum carpeted areas	X			
Refill all dispensers	X			
Clean microwaves on outside		X		
Clean top of refrigerators		X		
Damp clean and dry countertops and under microwaves		X		
Miscellaneous				
Police stairwells; correct deficiencies	X			
Completely sweep or vacuum & mop		X		
Completely clean walls, doors, floors, and call buttons of elevator		X		
Vacuum elevator tracks		X		
Polish elevator tracks				
Other				
Lobby Area	X			

Gaillard Performance Center
95 Calhoun Street
Charleston, SC 29403
Estimated Square Footage: 180,000 + sq. ft.
(To be cleaned 5 days per week – as schedule dictates; and as needed for events – as described)

Service	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Restrooms					
Standard Restroom Floor Maintenance, including sweep, damp mop and disinfect floors	X				
Vacuum carpet (if applicable)	X				
Routine Fixture Cleaning	X				
Routine Glass Cleaning	X				
Trash Pickup	X				
Spillage Removal	X				
Routine Waste Basket Maintenance	X				
Refill dispensers to normal limits (i.e. soap, tissue, towels, etc.)	X				
Spot clean, damp wipe and/or dust wall surfaces and other surfaces within reach, including wills, moldings, ledges, frames, etc.	X				
High Cleaning (including disinfectant) Wall Maintenance and on all surfaces		X			
Thorough Fixture Cleaning			X		
Routine Light Fixture and Vent Cleaning			X		
Damp wipe with disinfectant all stalls, stall partitions, sills, and door frames				X	
Thorough Waste Basket Maintenance				X	
Flush floor drains with deodorizing disinfectant				X	
Perform curtains, drapes, cornice boards and blinds cleaning.					X
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					X
Perform bonnet clean or dirt extraction on all carpet and rug areas					X
Accessible Spaces					
Trash Pickup	X				

Service	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Spillage Removal	X				
Routine Waste Basket Maintenance	X				
Routine Fixture Cleaning (in break and kitchen areas, water fountains, etc)	X				
Routine Glass Cleaning & Washing (including inside and outside of all glass doors, inside of windows, etc.)	X				
Low dust and damp wipe walls and surfaces	X				
Routine vacuuming of carpets and rugs in high-traffic areas	X				
Standard floor maintenance, including a minimum of a dust mop on all hard surface floors.	X				
Routine cleaning of glass walls and internal windows	X				
Damp wipe and disinfect telephone receivers (ear and mouth pieces)	X				
Spot clean furniture (as needed)	X				
Low cleaning (areas within reach) including damp wipe on walls and horizontal surfaces		X			
Thorough vacuuming of all carpeting and rugs (including wall-to-wall)		X			
Wet mop and scrub all resilient floors.		X			
Dust blinds		X			
Clean inside and outside of microwaves		X			
Clean top of refrigerators		X			
Damp clean and dry countertops and under microwaves		X			
High Cleaning on all walls and horizontal surfaces			X		
Thorough dusting of all vertical surfaces, under surfaces, etc.			X		
Routine Light Fixture and Vent Cleaning			X		
Routine Office Partitions and Screen Cleaning			X		
Spot clean rugs and carpets (up to 2' diameter)			X		
Bonnet or extraction clean all spots			X		
Thorough Light Fixture and Vent Cleaning				X	
Thorough Office Partitions and Screen Cleaning				X	
Thorough Waste Basket Maintenance				X	
Perform curtains, drapes, cornice boards and blinds cleaning.					X

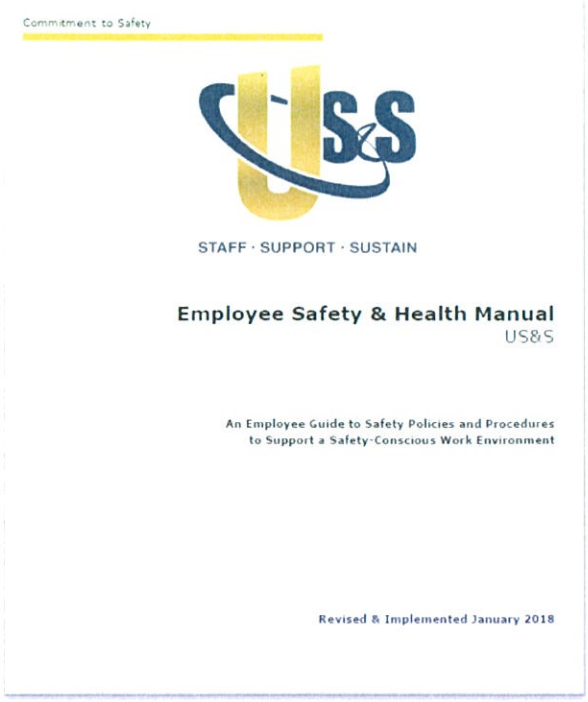
Service	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					X
Perform bonnet clean or dirt extraction on all carpet and rug areas					X
Elevators					
Wipe and clean glass, stainless and brass components	X				
Polish brass surfaces to maintain a suitable luster	X				
Police elevators; remove trash, paper, dust, and debris, and correct other deficiencies	X				
Vacuum elevator tracks	X				
Routine Floor Maintenance	X				
Perform curtains, drapes, cornice boards and blinds cleaning.					X
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					X
Perform bonnet clean or dirt extraction on all carpet and rug areas					X
Corridors, Staircases and Stairwells					
Perform Standard Policing (for trash, spills, etc.)	X				
Wet mop and scrub hard floors; damp mop and spray buff resilient floors.	X				
Spot clean furniture (as needed)	X				
Perform High Cleaning on walls					
Perform Routine Glass Washing on full glass entry doors, glass surrounding entry doors, and glass areas off corridors.			X		
Sweep, strip and finish resilient floors in high-traffic areas				X	
Perform bright metal polishing on metal door thresholds				X	
Perform curtains, drapes, cornice boards and blinds cleaning.					X
Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors.					X
Perform bonnet clean or dirt extraction on all carpet and rug areas					X
Outside Entrances					
Perform Standard Policing (for trash, spills, etc.)	X				

Service	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Sweep entrances, landings, steps, and adjacent sidewalk area	X				
Routine Glass Cleaning of entrance door glass and glass area surrounding entrance	X				
Polish brass to high shine on both porticos	X				
General					
Maintain janitor closet in neat and orderly fashion	X				
Clean and inspect equipment	X				
Observe building security and lighting procedures	X				
Notify building contact of any irregularities or equipment malfunctions	X				
Floors - Hard Surfaces (General)					
Sweep and Dust Mop	X				
Wet Mop and scrub resilient floors	X				
Lobby maintenance as specified	X				
Spray buffing on resilient floors		X			
Machine scrub restroom floors		X			
Buff floors			X		
Scrub and recoat floors				X	
Completely strip and refinish resilient floors (in high traffic areas)					X
Event Cleaning					
Light cleaning of public restrooms and maintaining full stock of disposable supplies (soap, toilet paper, etc.)	On an as-needed basis				
Policing of Track Pickup	On an as-needed basis				
Policing of Spillage Removal	On an as-needed basis				
Routing Waste Basket Maintenance	On an as-needed basis				

VI. A Commitment to Safety

A. Safety Program Overview

The personal safety and health of each US&S employee, subcontractor, end users, clients and others that may be affected by our activities is of primary importance to our organization. We believe that our employees are our most important assets and that their safety at the worksite is our greatest responsibility. The prevention of occupationally induced injuries and illnesses is of such consequence


Commitment to Safety

STAFF · SUPPORT · SUSTAIN

Employee Safety & Health Manual
US&S

An Employee Guide to Safety Policies and Procedures to Support a Safety-Conscious Work Environment

Revised & Implemented January 2018

that it will be given precedence over operating productivity whenever necessary. We believe that adequate training is critical to safety.

US&S' safety culture begins with zero incident performance as an expectation and promotes continuous improvement in the safety environment. Zero incident performance means error-free, incident-free project execution: no occupational injuries or illnesses, property damage, adverse community impact, or environmental impact.

This safety culture does not happen by chance – it is achieved through the integration of safety into all management systems, project processes, and by individual commitment. It is our belief that all incidents are preventable. We believe company management and supervision are responsible for planning safety into each work task to avoid incidents, conditions, and actions that could lead to occupational injuries or illnesses.

While the ultimate success of a Health & Safety Program (H&S) depends on the full cooperation of each employee, it is management's responsibility to ensure that H&S rules and procedures are established and enforced and that effective training programs are in place. Communications, awareness, and recognition reinforce the training effort and provide motivation for the achievement of safety excellence. Monitoring and evaluation of our safety performance provides feedback on the effectiveness of the overall safety program and results in continuous safety program improvement through implementation of lessons learned.

We consider safety, quality, and productivity to be interdependent. To be successful, our program must embody the proper attitude toward injury and illness prevention on the part of corporate management, super-visors, employees and sub-contractor/vendor team. It also requires cooperation in all safety and health matters between all stake-holders. All training is in compliance with OSHA and local, state, and federal safety requirements.

US&S requires that all partners working at a site controlled by US&S follow the requirements of this program. Partners shall provide US&S with copies of all Safety Data Sheets (SDS's) for products they bring on site. US&S requires all partners to participate in daily "toolbox talks" alongside US&S employees to reiterate the importance of safe people on every jobsite, every day. Additionally, the

responsibility to identify and communicate all potential safety hazards lies with the subcontractor while performing their portions of the work. US&S will make available a copy of the site-specific safety program to every subcontractor.

B. Ratings

US&S OSHA Incident Rate: 2019 - 1.0 / 2018 - .99 / 2017 – 1.15

US&S EMR (Current): .69

C. Qualifications for all Site Managers, Supervisors & Floor Care Technicians

US&S consistently strives to hire the most qualified, talented team members for each contract. We view each contract as unique (although in the same scope of contracts we currently perform or have performed in the past) with its own personnel needs and requirements.

Our standard hiring process when being awarded a contract with incumbent staff is to consider them first for employment. A thorough interview and background check process is conducted to determine if the applicant is a good fit and if it would be to the betterment of both US&S and our client to retain him/her.

US&S utilizes customized job descriptions to assist in our hiring and promotion processes. Each job description outlines a detailed position summary, reporting relationships, essential job functions, additional job functions, competencies, required education and experience (including minimum and preferred), general physical requirements, and working conditions.

D. Training Program

Ongoing Basic Training & On-the-Job Training: Our Team is committed to the training and development of our employees for their future and the retention of our clients. It is evident that inadequate training is the cause of job dissatisfaction and turnover. Turnover is extremely costly in this business! We take great pride in ensuring that our staff is properly trained and have the skills and confidence necessary to perform their job at all times. Upon determining that a candidate qualifies for work with US&S on your job site, we will provide a thorough orientation of our company and our policies. We stress the meaning of *teamwork, quality and safety* on the job site. Each new employee is given a set of written rules and specific information concerning their job assignment.

A QUALITY TRAINING PROGRAM:

- **Increases employee motivation, engagement and retainment**
- **Roles, duties and responsibilities – accountablility and understanding**
- **Quality-focused culture**
- **Increased innovation in strategies and products**
- **Increased efficiencies in processes**
- **Increased customer satisfaction**

Training classes are set to review techniques and standards. The employees will be shown slide presentations, videotapes, and written material that demonstrate and teach the proper ways to utilize specific tools and perform specific tasks.

> **For example: Janitorial Services Team**
> Authorized products presented so that our employees can become familiar with product name and proper use. All equipment will be demonstrated and then operated by the employee to demonstrate their proficiency. All standard forms, checklists and quality control sheets will be reviewed. Special attention is given to their specific duties or work environments for which they will be responsible.

A new employee will work side by side with a veteran employee or supervisor for a specified training time. (Amount of time varies upon site). The employee will be able to demonstrate their ability to perform the job while taking advantage of the knowledge that their trainer shares. The employee will have the opportunity to perform a variety of tasks to demonstrate their ability to "rotate" assignments as needed or to advance to a trainer or supervisor position in the future.

Educational Advancement: In certain cases, US&S will provide assistance and support for job-related certifications and/or educational training for employees (i.e., LEED certifications, Certified Facility Manager (CFM), Green Institute Training/Certifications).

Reachback Support

The US&S corporate office is in the state of South Carolina on Woodruff Road in Greenville. Reachback support and contract resources would be available from our corporate staff in Greenville. Operational support is available from our CFM-certified Director of Operations and GCI-certified managers and partners. Contracting management support comes from our accounting staff, contract administrators, in-house HR management, and local IT resources – all of whom bring years of experience in successful client relations and collaborative work performance. Our crew and staff servicing this facility will not be without immediate, proactive support throughout the term of this contract.

Training Manuals, Plans, Videos, and Assessments:

US&S offers employees several available training manuals – ranging from safety to operations.

For example: Janitorial Services Team Operations Manual

Our Janitorial Operations Manual covers a vast variety of training topics ranging Supervisor Training specifically as it relates to *Floor Technicians - Job Routines and Quality Control* to *How to Stock a Cart*. It addresses proper cleaning procedures, use of equipment and chemicals, Blood Borne Pathogens, Personal Protective Equipment and many other related topics.

For example: Janitorial Services Team Safety & Wellness Manual

Our Janitorial Safety & Wellness Manual covers key training topics that are critical to our team's successful execution and sustainability of operations.

Alphabetical List of Topics

1. Behavior Based Philosophy
2. Bloodborne Pathogens
3. Chemical Handling & PPE
4. Communication & Safety
5. Fire Evacuation and Extinguishers
6. Fire Prevention
7. First Aid Awareness
8. Garbage – Lifting & Dumping Safely
9. Good Housekeeping & Organization
10. Handwashing Techniques
11. Hazard Communication & Safety Data Sheets
12. Incident Reporting
13. Lifting- Proper Techniques
14. Lockout/ Tagout Procedures
15. Mopping
16. Muscle Strains and Sprains
17. Safety Policy
18. Sexual Harassment Training
19. Slips, Trips, and Falls

The company also offers a 19-module online training program with participation and results-oriented feedback for employees (see screenshot below):

Copy of 1. New Hire Prese...

Copy of Blood-borne Path...

Copy of Chemical Handlin...

Copy of Communication &...

Copy of Garbage - Lifting ...

Copy of Good Housekeepi...

Copy of Handwashing Tec...

Copy of HAZARD COMMU...

FACILITY SERVICES

Safety & Wellness Training

Hazard Communication & Safety Data Sheets

We take our responsibility for communicating hazards to our employees as part of our training and hazard communication program. By law, all chemicals used on site must have a current Safety Data Sheet available to employees.

***As this information is presented, use a Safety Data Sheet from the site to show each section.*

Section 1: Identification - The name of the product, the manufacturer, their address and emergency contact information, and recommendations or restrictions for the product's use.

Section 2: Hazard(s) identification – Hazard classifications, signal word, hazard statements, precautionary statements, and pictograms that appear on the container label.

Section 3: Composition/information on ingredients – Here you'll find the name of each hazardous chemical present in the product (including percentages for each chemical if the product is a mixture).

Section 4: First-aid measures –First aid, important symptoms or effects that are acute or delayed, along with recommendations for immediate medical care and special treatment needed, when applicable.

Section 5: Fire-fighting measures – Recommendations of suitable equipment for extinguishing a fire involving the chemical, as well as information about extinguishing equipment that is not appropriate.

Section 6: Accidental release measures – Recommendations on appropriate response to spills, leaks, or accidental releases of the chemical, including containment and cleanup practices to prevent or minimize exposure to employees and the general environment.

Section 7: Handling and storage – Provides guidance on the safe handling practices and conditions necessary for the safe storage and handling of the chemical.

Section 8: Exposure controls/personal protection – This section provides the OSHA permissible exposure limits for the chemical(s), suitable engineering controls (such as ventilation systems), and recommended personal protective equipment (PPE) for workers to help prevent exposure.

Section 9: Physical and chemical properties

Section 10: Stability and reactivity – This section discusses whether the chemical is stable or unstable under normal ambient temperature and conditions while in storage or while being handled. And information about possible hazardous reactions, conditions to be avoided, and incompatible products and agents appears in this section too.

Section 11: Toxicological information – Here you can see the toxicological and health effects, if any, of over-exposure to the chemical, as well as information about known or likely routes of exposure (inhalation, ingestion, skin and eye contact) and a description of symptoms of overexposure.

Section 12: Ecological information – Section is not regulated by OSHA.

FACILITY SERVICES

Safety & Wellness Training

Section 13: Disposal considerations– Section is not regulated by OSHA. Section 14: Transport information – Section is not regulated by OSHA. Section 15: Regulatory information – Section is not regulated by OSHA. Section 16: Other information – Contains the date of preparation or of last revision for the SDS
Discussion: 1. If your body comes into contact with a chemical, where do you obtain first-aid information? 2. Where are the SDS sheets kept? 3. Review a sample SDS Sheet.

Our Team prides itself on providing quality services to our customers and ensuring mission success, which we have been able to do for various clients. US&S has been very successful at other facilities because of the ability to implement an integrated management approach; including: development of work management controls, work planning and monitoring, and work execution using organic and subcontracted resources. A key to our success has been close coordination with our clients from the time of award through the entire performance of each contract. Our approach to quality control starts at the top. Without senior management interest, the quality program will not succeed. We fully recognize that if we fail to provide quality service in a timely manner, we will fail as a viable business entity.

Our philosophy is to do the job right the first time, every time. To minimize the need for corrective actions, prevention of deficiencies must be emphasized for the entire team – including our vendors. Every member of the team must know and understand the precise requirements for his or her job. Such initial effort is reinforced through inspections, coaching, training, written procedures, and job performance reviews. This process serves to keep quality foremost in the minds of all. But despite the best efforts, quality deficiencies can occur, in which case they must be identified, documented, and corrected. Any deficiency will be addressed under the direction of the Project Manager and an inspection and will be documented to ensure deficient work is not repeated.

VII. A Commitment to Quality

A. CIMS, ISSA, BOMA & APPA Cleaning Standards

The ISSA Clean Standard: Institutional and Commercial relies upon both objective and subjective components in setting forth a methodology for measuring cleaning effectiveness. The Standard specifically provides "ranges of clean" based on, among other things, sample audit forms. Audits assist with a traditional "sight, smell, and touch" perspective. The ultimate goal is to ensure that facilities are in a condition that is clean, safe, and healthy for students and staff. More importantly, the ISSA Clean Standard: Institutional and Commercial calls for corrective actions in the event the facility is not achieving the desired level of cleaning effectiveness. NOTE: US&S is currently in the process of becoming CIMS certified and has contracted a quality auditor/project manager to guide us through the process which we anticipate will be complete by November of 2020.

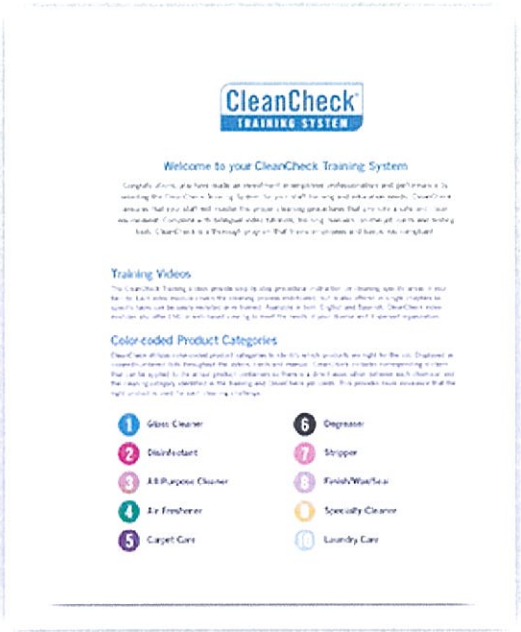
US&S is an ISSA member in good standing and satisfies all ISSA certification requirements, as proven through our successful contract awards and performance from clients such as Northrop Grumman and the Department of Defense. Northrop Grumman required the employment of measurable cleaning standards prescribed by the Building Owners and Management Association (BOMA) similar to APPA and ISSA, i.e., "Basic Service, Clinical, Prestige," and our computer-based maintenance management system allowed for performance-based quality inspections, scheduling adjustments, work order generation, and customer feedback. Complying with ISSA and BOMA initiatives, the published standards, plus the customer's visual audit based on the scope of work are the determining factors for whether the acceptable standard of clean is being met. At Fort Jackson in Columbia, SC, we performed the Child Development Center cleaning to the hospital-grade National Association for the Education of Young Children (NAEYC) standards. This involved approved cleaning methods, responsiveness on any potential quality concerns, and reporting.

Additional to baseline national standards compliance, US&S employs janitorial best practices promoted through the Green Cleaning Institute utilizing microfiber cleaning systems and environmentally responsible chemicals wherever possible in our services. It is this level of "clean for health" that we work to achieve – beyond the minimum standards. As such, both our staff, our clients, and end users can work within a safer and more responsible environment.

Spartan's CleanCheck® Training and quality control system, which is endorsed by ISSA CITS as an advanced certification program, ensures that staff will master the proper procedures that promote a safe and clean environment. CleanCheck® offers modules covering basic and advanced topics for cleaning Offices, Restrooms, Hard Floors, Carpets, Kitchen Sanitation as well as Health Care, Lodging, and Hospitality and Educational facilities. In addition, comprehensive Safety modules demonstrate Bloodborne Pathogen Standard and GHS OSHA HAZCOM. All modules include bilingual, online and DVD based tutorials, laminated training cards, interactive tests, and an instructor manual. CleanCheck® is a thorough

program that trains employees and keeps cleaning operations compliant, and US&S is excited to employ its use at The City.

Additional to baseline national standards compliance, US&S employs janitorial best practices promoted through the Green Cleaning Institute utilizing microfiber cleaning systems and environmentally responsible chemicals wherever possible in our services. It is this level of "clean for health" that we work to achieve – beyond the minimum standards. As such, both our staff, our clients, and end users can work within a safer and more responsible environment.



B. Green Cleaning Program

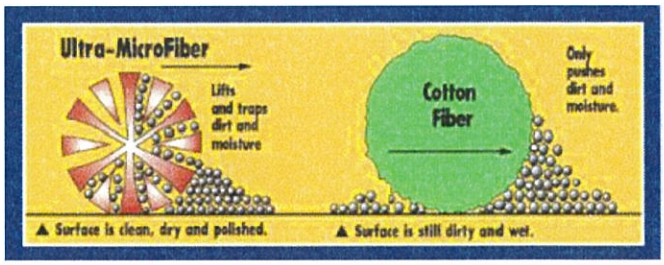
Our comprehensive approach to cleaning will be incorporated throughout this contract. **Green Cleaning** is a term, virtually unheard of a few years ago, that has become the buzz word of the industry as the entire world begins looking at things in the context of GREEN. **In a nutshell, Green Cleaning is the search for effective, yet environmentally friendly products and techniques to provide a clean, healthy environment and doing so in a cost-effective manner.** Our team has adopted the use of green-certified cleaning chemicals and products that do more than just make the facility appear clean; we plan to integrate methodologies and approaches into our team based on Green Clean Institute-certified principles. A few things we look forward to working with you on, to promote a green environment for you and your staff members to enjoy, include the following:

Green certified chemicals pose a greatly reduced risk to water systems and to the environment in general. We use many green-certified cleaning chemicals including our wax and floor care products.

Hospital Quality Vacuum Systems use HEPA filters to filter the air before it exits the machine, doing great things for indoor air quality, as well as making the carpet look great by helping to remove dust mites and allergens from your building rather than just stirring them up into the air your building occupants are breathing. The machines we use, such as various Windsor series, are also quiet enough to be used during business operating hours which can provide another great cost savings.

Day Cleaning is another area which can help promote a green environment by reducing the number of hours a day that the lights in a building must be left on. By working with our customers closely and utilizing quiet cleaning technologies such as the vacuums mentioned above, we can often find areas that are well suited for day cleaning and all but eliminate the need for the lights to be on in entire areas after hours.

MicroFiber Products, including cloths for cleaning smooth surfaces, virtually capture germs besides just regular dirt. The same type of cloth will also clean glass with just a drop of water (as you may have seen on TV for the car windshield cleaner). Micro-Fiber dusters can remove the dust from furniture, and even high vents and ceiling fans, and contain it rather than release it into the air. Similarly, the same technology does wonders for floors, hence MicroFiber dust mops and mops. Essentially, MicroFiber products clean better than ordinary traditional products, and do so essentially chemical free. One of the only exceptions to the chemical free rule is bathroom cleaning for which our employees are to disinfect all contact surfaces with a germicidal cleaner before conducting regular cleaning. Finally, another great thing about MicroFiber products is that they are reusable and durable and may be thrown into a standard washer with detergent to clean and refresh them.



Kaivacs are promoted by their manufacturer as "The Greenest Cleaning Method in the World!" This is another of the technologies that we will be introducing to your contract as needed. Basically, the machines allow the majority of bathroom cleaning to be touch free using mild, environmentally friendly chemicals while getting the bathroom cleaner than traditional elbow grease methods and

strong chemicals. A foaming disinfectant is sprayed on all contact surfaces, including wall and stall partitions, and allowed to dwell while our cleaner scrubs tough areas with a brush. S/he then power washes the entire restroom using the Kaivac's built-in storage tank and pressure system, an extremely effective technique for cleaning what are normally hard-to-reach areas behind toilets, and even for grout. The operator then utilizes the vacuum function to eliminate any water left that cannot be squeegeed into a floor drain and can use the blower function to speed up drying time. Beyond normal cleaning, the system really makes a bathroom FEEL CLEAN and virtually eliminates all odors normally found in them.

VIII. Staffing & Transition Planning

Market-Based Competitive & Sustainable Compensation: In a competitive economy for skilled, safe, productive, and positive service-minded non-union staff that can work in a security-minded and high-compliance environment, we understand that without at least a mid-market minimum base wage, the costs of turnover, retraining, poor performance, and loss of trust far exceed the initial potential savings. For these sites, US&S has determined competitive market-based hourly wages for our general cleaners, with day porters, floor technicians, cleared personnel, and leads earning premiums above that value. In our experiences within similar facilities, post-union sites, and healthcare providers, attracting and retaining knowledgeable and capable employees starts with an appropriate base pay.

Proactive & Embedded Core Values Leading to Minimized Turnover & Performance Excellence: From ensuring a fully-staffed and proactive approach to supporting our clients, US&S can provide a reliable continuity of service to our client companies. Rooted in the family-focused, stewardship, and safety-first priorities of our core values and requiring performance excellence, quality, and integrity from each of our employees and partners, we can minimize turnover to deliver not only premier maintenance and support but do so at the best possible value. We strive to recognize exemplary demonstrations of our core values by our staff. Team members are recognized in corporate/public communications or receive incentives.

US&S has engineered an efficient team to fully and completely address the requested scope of services for The City.

Employee Recruiting & Screening: It is also our policy to first interview the existing janitorial staff (unless the customer has requested otherwise). We understand that the current staff at The City is made up of some long-standing employees to this site with valuable knowledge of the customer and of successful current procedures and our plan would be to interview and hire these individuals if they are willing to join our team and barring any performance concerns. They would be added to our payroll and issued new uniforms, trained on US&S standards and policies, and we would strive to maintain the continuity of their schedules, pay, and benefits where possible and with customer needs at top of mind.

Our people are our livelihood. We thrive on hiring candidates from all walks of life and we view the differences in each of us as vital assets. We adhere to a supportive, communicative environment that allows for the delivery of best in class service for an ultimate experience for each and every one of our clients. Our success depends on the success of our people and we believe it is our corporate responsibility to provide each individual with access to the best possible professional and personal growth opportunities. We offer a wide variety of training and educational opportunities to ensure our people reach their full potential. Lastly, we simply have a really fun group of folks!

A variety of recruiting sources (both internally and externally) should be utilized to attract candidates who reflect the diversity of US&S' values in its workforce. To ensure the consistent delivery of services

through an aggressive and well-maintained recruiting program, US&S recruits from a variety of employment sources including job services, in-house referrals, community, church, and civic organizations, newspapers, Department of Social Services, and referrals from good US&S employees. Every effort is made to conduct a thorough search by advertising widely before filling a position.

Our commitment is to hire the best available person when a vacancy occurs and to afford qualified individuals of any race, religion, gender, age, color, handicap, and national origin equal opportunity for employment, advancement in employment, and continuation of employment. All applicants must be 18 years of age, pass a pre-employment drug screening, pass background checks, present their previous employment history, have a social security number, be legally eligible to work in this country, have solid references, and have the physical ability to perform the job.

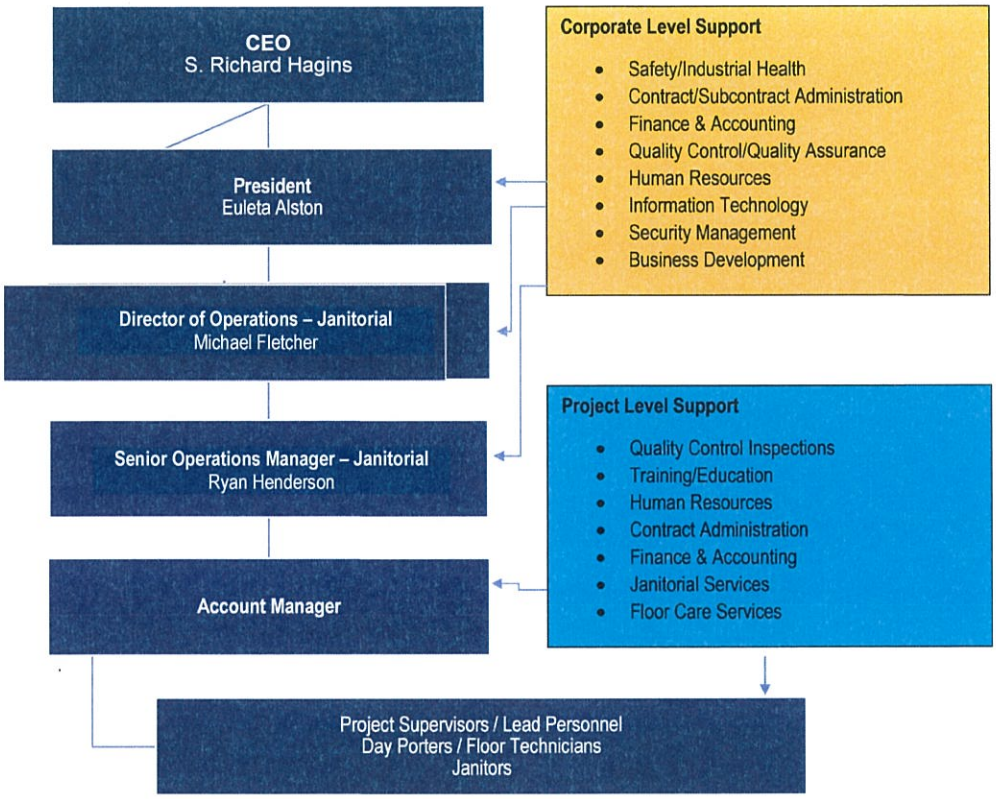
Benefits – Caring about our People:

We value our people and provide excellent benefits and comprehensive support. The flexibility of our benefits allows our people to identify and achieve wellness and financial goals, which

Benefits	Incentives
Medical PPO Insurance • US&S-paid 60% of employee premiums	**90-day Retention Bonus for Janitorial Team** (performance- and attendance-based)
Medical HDHP Insurance • US&S-paid 60% of employee premiums	**Corporate Community Service Outings**
Dental Insurance	**Extensive Ongoing Training & Feedback** featuring 18 modules with short videos, graphics, and knowledge questions – certification achievement support
Vision Insurance	**Social, Holiday & Milestone Celebrations**
Health Savings Account • *HDHP Enrollment*	**Credit Union Partner Program** • Sharonview – HSAs, Banking, Lending…
Basic Group Term Life/AD&D	**Employee Recognition** • Corporate Communications Distribution • Time Off Incentives for "Employee of the Month"
Voluntary Term Life/AD&D	
Voluntary Short-Term Disability	
Voluntary Long-Term Disability	
401(k) & Retirement Planning Assistance • *Pretax Salary Deferral* • *Roth 401(k) Deferral* • *Pretax Catch-up Deferral* • *Roth Catch-up Deferral*	
Employee Assistance Programs	

ultimately creates overall well-being. Our benefits package is reviewed regularly and modified to ensure we offer the most valuable options for our employee and their families. We offer a competitive benefits package and an assortment of incentives for our employees including the following:

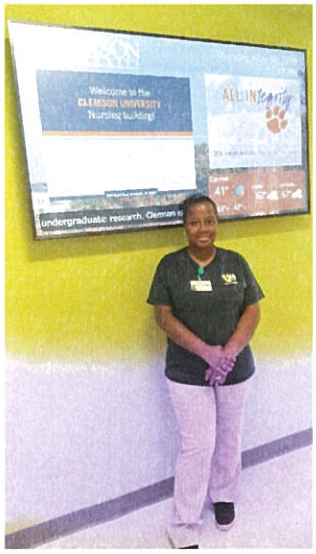
Organizational Structure of the Team:



Initial & ongoing local corporate support is connected and consistent both during transition and daily operations. Salaried leadership personnel are directly involved with the startup and continued success of the contract, hand-in-hand with assigned account personnel and client liaisons.

Our site operations team will be led by a dedicated account manager, assigned to your location. The account manager serves as our primary liaison to end user stakeholders and corporate reachback resources – with the authority and flexibility to adjust staffing and schedules to match the performance-based contract standards. Regional operational and quality management support are consistently onsite as well to support and train the team for continuous improvement and reinforcement of safety standards & best practices.

Standard Uniform: US&S has established a Uniform Dress Code for all field staff workers (i.e., electricians, janitorial staff, etc.) As a field staff worker, employees are required to wear assigned uniforms while working at all times, especially while on location at a particular job site. We define uniforms as any US&S-approved attire that bears our company logo. Employee uniform must be clean, neatly pressed, and in good repair when reporting to work. The uniform must be maintained in that condition during the workday to the extent working conditions allow.



Employees should promptly report any uniform items damaged beyond repair to their supervisor. We will seek to replace the item in a timely manner.

Certain projects may require different combinations of uniform items for safety and job performance. For example, closed-toed and non-skid/rubber-soled shoes may be required for safety. Eye and ear protection are provided by US&S for all employees as the work requires. Employees will be informed and trained by their supervisor of these situations when applicable.

Transition Planning: Making that most important first impression requires a well-planned and orchestrated transition schedule that allows us to begin to bring all our resources together in a deliberate and focused effort towards achieving a successful start-up. Once we agree to move forward, the preferred lead time for most mid-size to larger accounts is 30-45 days though we plan to adjust lead time to meet your specific requirements. Our initial focus will be specifically on the onboarding and mobilization effort for the dedicated project team, the vendor/subcontractor base, and working with the existing service provider. A successful startup is the foundation for building credibility and confidence.

Each transition will encompass these objectives: (1) maintain safety; (2) minimize disruption to current activities; (3) assess the current levels of quality services to include any incumbent vendors. The US&S Team will commit the time and resources necessary to complete a successful startup.

Example transition and execution activities are provided in the following paragraphs - we will develop a schedule specific to your needs, based upon updated expectations regarding milestone deliverables and final timeline.

Contract Award:

- Assignment of Transition Team – The US&S Team will assign a team of Managers for ensuring a smooth transition for all parties involved. The Program Manager typically serves as Transition Manager.
- Meet with Incumbent/Client team and tenant representatives to discuss specifications and details
- Tour facilities for management familiarization
- Recruitment of Project Staff if needed
- Order equipment, tools, and supplies as needed
- Assign any remaining dedicated project team member assignments
- Prepare/revise procedures manual as needed – each team member will familiarize themselves with the The City facility and review current procedures

Resource Collection:

- Pre-Employment Checks, Background Checks & Drug Testing – conduct drug testing on each person selected for employment
- Orientation – conduct an employee orientation; reviewing all rules and regulations set forth by client and the US&S Team
- Order all equipment and supplies as needed
- Assess current vendors

Onboarding & Training:

- Training – conduct orientation reviewing all rules and regulations set forth by client and US&S Team; site-specific training will begin
- Uniforms, ID Badges ordered and issued as needed
- Receive and log equipment, supplies, and chemicals as needed
- Set up employee files with completed training and certifications as needed
- Meet with client to review progress and procedures manual. Complete with emergency contacts and phone numbers
- Finalize subcontractor/vendor expectations and processes/procedures for operations
- Qualify and onboard existing and/or new vendors

Start-Up & Post-Start Followup:

- Written review of inspection covering paperwork, logs
- Complete detailed building inspection
- Quality control procedures implemented
- Check inventory and equipment as needed
- Meet with client representatives to review progress and discuss any service changes

During the transition, we will continue to seek your feedback during follow-up meetings. Any remaining issues or areas that need increased attention will be discussed during these follow-up meetings as well as any additional services that we may provide. Again, it is our goal and commitment to provide a well-planned and orchestrated transition schedule that allows us to begin to bring all our resources together in a deliberate and focused effort towards achieving a successful start-up. A detailed proposed timeline is provided on the following page.

IX. Contract Production & Pricing

US&S has engineered an efficient team to fully and completely address the requested scope of services for The City at the location indicated. This will allow for improved safety in handling equipment and removing trash along with communication and teamwork to divide individual tasks while ensuring no work areas are missed. Team members will be supported by our Greenville-based janitorial operations manager with the full resources of local corporate reach-back personnel for any additional efforts and to cover expected and unexpected absences.

Please refer to Required Proposal Forms & Addenda for the US&S cost breakdown for this proposal.

See the following attachments in the following section of our proposal:

1. Attachment A: US&S W-9
2. Attachment B: US&S Certificate of Insurance
3. Attachment C: US&S Surety Bond Letter
4. Attachment D: MBE Certification
5. Required Proposal Forms & Addenda

If this offer by US&S is accepted by The City, the period of performance may commence 30 days from acceptance and continue for **one year from the start date**. The City may exercise the option to extend services with a mutually agreed upon performance period, rates, and schedules based on changes in client needs, government mandates, and inflationary considerations.

Pre-Contract Award Point of Contact:

Your primary point of contact for pre-award questions related to this quote and the scope of services being proposed is as follows:

Shontel Babb, Business Development Manager

Ms. Shontel Babb | Business Development Manager
sbabb@usands.com | (404) 438-5300 mobile | (864) 233-8035 office

Post-Award Point of Contact (once contract is executed)

Your primary point of contact after contract award is as follows:

Ryan Henderson, Senior Janitorial Operations & Training Manager

Ryan Henderson has nearly 17 years of dedicated service, management, training, and leadership experience in the janitorial field. Prior to joining US&S, Ryan earned his stripes during 10 years with Healthcare Services Group. He started as a floor technician and general custodian and was quickly promoted to account manager due to excellent job performance and customer service for which in turn he was promoted to regional training manager and district manager. His firsthand experience lends instant credibility to front-line personnel as he develops and directs training programs to the highest standards of performance for healthcare and children's facilities.

Ryan's expertise in environmental services and professional cleaning has been critical to our continued success in the janitorial market. Ryan is especially skilled in optimizing operational processes and developing people in order to achieve maximum results for the company as well as our clients. He also leads the janitorial training program for the company.

Mr. Ryan A. Henderson | Janitorial Operations & Training Manager
rhenderson@usands.com | Office: (864) 233-8035 | Mobile: (864) 704-4273

X. Acceptance & Approval

This is a quotation for the goods and/or services named subject to the conditions as described. To accept this proposal, please sign, date, and return. A fully executed copy will be delivered to you.

Thank you for the opportunity to serve!

Accepted by:

The City of Charleston		**US&S, Inc.**	
Robin Barrett-Robinson Senior Buyer	Date	Euleta F. H. Alston President	Date

XI. Attachments

A. US&S Attachment A: W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
US&S, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1200 Woodruff Road, Suite C-6

Requester's name and address (optional)

6 City, state, and ZIP code
Greenville, SC 29607

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 1 – 2 0 7 9 4 1 8

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Linda F. H. Alston* Date ▶ August 2, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

B. US&S Attachment B: Certificate of Insurance

For Information Purposes Only – actual certificate to be issued upon contract award

Client#: 1767855 15USANDSINC

ACORD. **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services
47 Airpark Court (29607)
P.O. Box 27149
Greenville, SC 29616-2149

CONTACT NAME:
PHONE (A/C, No, Ext): 864 297-4444 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Travelers Casualty & Surety Co of Amer	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
US&S, Incorporated; USS Rhino,LLC
Hagins Group, LLC
50 Grand Avenue
Greenville, SC 29607

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6603N435795COF19	04/28/2019	04/28/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			8103N4383181943G	04/28/2019	04/28/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X $1000 Comp / X $1000 Coll							$
B	X UMBRELLA LIAB / X OCCUR			CUP3N4409771943G	04/30/2019	04/30/2020	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3N4390751943G	04/28/2019	04/28/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Crime/Fidelity			106509295	04/28/2019	04/28/2020	$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

Other States Coverage

30 day notice of cancellation blanket

** Supplemental Name **

(See Attached Descriptions)

CERTIFICATE HOLDER

This Certificate Of Insurance Is Issued
For Information Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne McBride

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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S23462522/M23450060 RCP

C. US&S Attachment C: Surety Bond Letter

Willis Towers Watson

February 21, 2020

Re: US&S, Inc., Greenville, SC

To Whom It May Concern:

We are privileged to be the surety agent for US&S, Inc. and have written their bonds for over 8 years. We have their bonds placed with Hartford Casualty Insurance Company. The Hartford Casualty Insurance Company is rated "A+", "XV" by A.M. Best and listed on US Treasury Circular.

In reference to the bonding capacity, we have a single bonding program in the $5,000,000 plus range and a total program in the $15,000,000 range. Please note that the decision to issue performance and payment bonds will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

We highly value our surety credit relationship and association with US&S, Inc. and we certainly recommend their construction services to you. Should you have any questions or need additional information concerning this fine company please contact us.

Sincerely,

Rebecca E. Cano
Lead Associate – Client Service and Delivery
Surety Practice

D. US&S Attachment D: MBE Certification

Renewal certification document being processed by the Carolinas-Virginia Minority Supplier Development Council

NMSDC
National Minority Supplier Development Council

THIS CERTIFIES THAT

US&S, Inc.

* Nationally certified by the: **CAROLINAS-VIRGINIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561210; 561720; 236220; 561320

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/09/2019	CA02311
Issued Date	**Certificate Number**
06/30/2020	Adrienne Trimble
Expiration Date	**Dominique Milton, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

E. Required Proposal Forms & Addenda

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

T: (843) 724-7314
F: (843) 720-3872

ADDENDUM #1

DATE: June 18, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P024R – Janitorial Services for the Gaillard Center and MOB

This addendum #1 to the solicitation is being made for the following reasons:

A walk-through has been scheduled from 8:30am to 10:00am on Thursday, June 25, 2020 and Tuesday, June 30, 2020. Please wear masks and be considerate of social distancing.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

15 July 2020
Date

US&S, Inc.
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2

T: (843) 724-7314
F: (843) 720-3872

DATE: June 19, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P024R – Janitorial Services for the Gaillard Center and MOB

This addendum #2 to the solicitation is being made for the following reasons:

For the walk-through, we will meet outside of the Gaillard on the Calhoun Street side. Please do not go in. Everyone will have to sign in with me.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

15 July 2020
Date

US&S, Inc.
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #3

T: (843) 724-7314
F: (843) 720-3872

DATE: June 25, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P024R – Janitorial Services for the Gaillard Center and MOB

This addendum #3 to the solicitation is being made for the following reasons:

The drawings for the Gaillard Center and Municipal Office Building has been posted on the website.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

15 July 2020
Date

US&S, Inc.
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #4 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: July 10, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P024R – Janitorial Services for the Gaillard Center and MOB

This addendum #4 Q&A to the solicitation is being made for the following reasons:

Q-1 It's our understanding that the total approximate square footage for both facilities (MOB – 93370, and Gaillard Center – 165185) is approximately 262088. Is that correct?

A-1 MOB is approximately 96903, the rest is correct.

Q-2 What are the normal business hours for the MOB?

A-2 8am-6pm Monday to Friday

Q-3 What are the normal business hours for the Gaillard Center?

A-3 8am-6pm Monday-Friday

Q-4 What bonds are required and the associated dollar amounts (if any)?

A-4 Gaillard Management Corporation as additional insured on General Liability insurance and bonded for at least $100,000.

Q-5 According to the RFP for the Gaillard Center, you are requesting a minimum of 2 staff members (porter and regular staff) during the day, and in addition, at least 3 staff members per shift for cleaning. Is that correct? What are the hours of those 3 shifts?

A-5 The Gaillard Center typically has a staff of 3 on each of the 3 shifts and a Contract Manager; however, COVID-19 has reduced the Gaillard to 2 and the manager during business hours.

The typical shifts are staggered for days off; 1st (8am-4pm) is Mon.-Fri. with Sat. and Sun. off; 2nd (4pm-12am) is Thur.-Mon. with Tue. and Wed. off; 3rd (12am-9am) is Tue.-Sat. with Sun. and Mon. off. We are open to suggestions you feel would work better but would need to be approved by The Gaillard Center.

Q-6 Are there any staffing requirements for the MOB?

A-6 Yes, 1 day porter. The remaining staff (currently 3 or 4 individuals) to service the MOB after offices have closed (6pm to 10pm).

Q-7 What was the name of the previous contractor and the awarded contract amount?

A-7 CMA Services, Inc. The current contract amount is approximately $133,880 for the MOB side. During a normal operation the Gaillard Center monthly invoice was approximately $16,000 during our slow months and $27,000 during our peak months.

Q-8 The awarded contractor is responsible for all supplies, correct?

A-8 Yes.

Q-9 Cleaning staff are responsible for cleaning up after each performance, correct?

A-9 Yes.

Q-10 Will the awarded contractor receive a schedule of the performances?

A-10 Yes we currently communicate the schedule and additional staffing needs with the Contract Manager.

Q-11 Are there on average 2 to 4 events in the theatre per week, and 2 to 3 events in the ballroom per week?

A-11 Probably more like 2-3 in the performance hall and 2-4 in the exhibition hall, with around 16-17 events a month. Most events happen later in the week with most weekends having events.

Q-12 We understand that the City may opt to split the award or to award in lots. That said, our proposal will contain certain built-in efficiencies that will be lost with the loss of square footage. In the event that we are awarded part of rather than the entire contract, may we at that time advise the City of our intent, if applicable, not to accept the award?

A-12 Yes.

Q-13 What are the main reasons you are making a change in service?

A-13 The contract is expiring in October. Our contracts are typically only for 1 year with the option for 4 – 1 year renewals. We have come to the end of the 5 years.

Q-14 What improvements are you hoping to achieve with the next service provider?

A-14 The Gaillard Center plans to be able to take a hands off approach with the service provider. When opening the building we learned a lot and have been heavily involved in day to day operations of the janitorial service. We also hope to have a better form of communication between all parties. Ultimately reliable communication and staffing as requested per the event needs will go a long way in maintaining the standards we strive to achieve.

Q-15 How many contractors have you had in the last 10 years?

A-15 This building was completed in 2015. We have only had 1 contract for this location.

Q-16 What is the square footage of each floor type listed on the SOW?

A-16 For MOB and the Gaillard Center (we do not have a breakdown per side):
Broadloom Wool Carpet- approximately 26,200 sq. ft.
Broadloom Carpet- approximately 3000 sq. ft.
Carpet tiles- approximately 52,800 sq.ft.
Terrazzo- approximately 13,400 sq. ft.
Natural Stone- approximately 4,600 sq. ft.
VCT flooring- approximately 17.800 sq. ft.
1" and 2" tile floors- approximately 10,800 sq.ft.
Hardwood flooring- approximately 2,000 sq. ft.

Q-17 How do you currently communicate with your contractor to ensure all work orders and needs are met?

A-17 Communication is done with the contract manager, we do not have a work order system in place for janitorial but would love to see a more digitized form of communication, tracking of completed work, and inspections.

Q-18 Do you have a mat service or service provider for them?

A-18 Yes we use Uni-First.

Q-19 Is the police substation that is located in the MOB a part of this RFP?

A-19 Yes it is. The employees that clean this office will likely have to have clearance. All of that will go through CPD once the contract is awarded. A P.O.C. will be provided at that time.

Q-20 **Is a performance bond or bid bond required for this contract?**

A-20 No.

Q-21 **Can you tell me how much you are currently paying now to have this service done?**

A-21 See A-7.

Q-22 **Can you tell me how many janitorial staff members are working at the Gaillard Performance Center? Is the contract requesting a minimum of 6 people 5 days a week? Just verifying.**

A-22 See A-5.

Q-23 **Can you disclose who the current contractor is and price being paid? To include current hourly rate being charged for special events?**

A-23 See A-7. The supervisors are billed at $10/hr and regular cleaning staff starts at $9/hr. These rates are the same for regular and event shifts.

Q-24 **Due to COVID-19 and practicing of safe distancing, will electronic responses be allowed?**

A-24 No. Proposals need to be submitted as specified in the RFP.

Q-25 **Are there any bond requirements?**

A-25 See A-4 & 20.

Q-26 **If company submitting a proposal is already a Minority Business, does that company have to follow the 20% MWBE guidelines?**

A-26 The 20% is not a requirement for this project. If you intend to self-perform and/or are a W/MBE that will be self-performing, please complete Affidavit C.

Q-27 **Can you briefly explain the "standard cleaning requirements for GMC (95 Calhoun St.): Will we need to staff the building with 2 fulltime 8 hour day porters and a supervisor 8 hours per day? What is meant by "normal operations require 3 shifts"?**

A-27 Due to covid-19 situation the Gaillard Center is currently operating on a staff consisting of the Contract Manager, Supervisor, and a regular cleaning staff member. "Normal operations" would be when the center is operating at normal capacity at around 200 events a year. See A-5 for the schedule during that time.

Q-28 **GMC: How many events are there normally per month? How often are weekend events scheduled?**

A-28 See A-11.

Q-29 **GMC: During special events, will the contractor be required to provide a male and a female custodian to cover restroom cleaning?**

A-29 Yes.

Q-30 **Were the site visits Mandatory?**

A-30 They were not.

Q-31 **If you are a minority owned business do you have to sign the minority affidavit sections A & B?**

A-31 If you are a minority or woman-owned business, you only need to complete affidavits A & B if you are subcontracting any work out. Any vendor that intends to self-perform, needs to complete affidavit C.

Q-32 **I do not see anywhere in the RFP that it is necessary to staff 3 people for 3 shifts plus a supervisor. It actually reads 2 and a supervisor. Will you create an amendment making this a contractual requirement?**

A-32 Page 37 states "Normal operations require 3 shifts consisting of a supervisor and no less than 2 regular cleaning staff per shift.". This would be 1 supervisor for each shift. Currently there is a shared contract manager that we do not count in the shift numbers.

Q-33 **Are we able to bill separately for events seeing that the actual number of events and amount of staff needed is unknown?**

A-33 The Gaillard Center is currently billed hourly for both regular and event hours for the supervisors and cleaning staff. See A-23 for current rates.

Q-34 **What is the current monthly price for 95 Calhoun St. and 2 George St. with the current contractor at each individual location?**

A-34 See A-7

Q-35 **What is the current hourly rate with the present contractor regarding special events at 95 Calhoun St.?**

A-35 See A-23

Q-36 What is the current janitorial staffing model by the present vendor at 95 Calhoun St. and 2 George St. in terms of number of staff for each address, work times, and days? The standard cleaning requirements of the GMC for normal operations at 95 Calhoun St. states 3 shifts of at least 3 people each, but they currently just have the 1st shift working due to reduced operations, correct? What is the current evening work time and days for the janitorial staff at 2 George St.? Does the janitorial staff at 95 Calhoun St. and 2 George St. each just work at their separately addressed locations during normal and reduced operations?

A-36 See A-5. The janitorial staff during normal business work for both sides and clock in and out for billing purposes on the Gaillard Center invoice. The crew working during Covid-19 has stayed on their respective side.
For the MOB staffing See A-6.

Q-37 What is a general estimate of the additional requested number of janitorial staff members for special events at 95 Calhoun St. by the GMC? How often would this exceed the usual minimum of 3 shifts of 3 people? What is the largest request of additional staff members that can be expected in addition to the 3 people that would normally be present?

A-37 For most events we request 2 additional (5 total) janitors, typically during the 2nd shift. Last year the largest request made was 3 additional (6 total) janitors because of 2 large events on the Performance Hall and Exhibition Hall side of the Center.

Q-38 Disposal – Trash removal off of City property is the responsibility of the contractor.

- **Would the City please identify if the contractor, or the City provides the Vendor to remove the Recycling from the City property?**
- **Will the City provide an area for a dumpster to be stored outside for Contractor to use for trash removal off of the property?**

A-38 The Gaillard Center and City have trash and recycling dumpsters on site. The pickup schedule for the Gaillard Center 8yd compactor and 2 4yd recycling dumpsters will be determined on a by event basis. The city maintains the schedule for the 2 4yd dumpsters (1 trash and 1 recycling).

Q-39 Contractor furnished Materials – Floor stripper shall be determined by the recommended product from floor manufacturer. Will the City provide the manufacturer upon award?

A-39 The Gaillard Center plans to continue the use of Smith & Jones Warrior floor finish and Zip Stripper floor stripper.

Q-40 Page 35 state that low dusting and high dusting are performed weekly and monthly. Will the City clarify this requirement?

A-40 The expectation would be for all areas reachable from an 8ft ladder be cleaned as listed in the RFP, in addition to pole dusting molding, ledges, ceiling corners, air conditioning vents, etc. to prevent dust and cobweb build up to a height of 25'.

Q-41 In reference to the High Cleaning requirements on page 40, will the City please provide the height of the vents, light fixtures and walls for high cleaning requirements? Will a lift be needed, and will there be maneuverability for a lift?

A-41 See A-40, a lift is not required.

Q-42 In reference to the Scheduled Frequencies – Semi-Annual Typical Requirements on page 42, will the City identify the number of blinds and the height of the attachment of the blinds for this requirement?

A-42 This item is not applicable to the Gaillard Center.

Q-43 In reference to the Miscellaneous Requirements on page 42, will the City please clarify the requirement of completing finishing of all floors during the first 60 days? Will this be a complete strip and wax?

A-43 This was an item from construction and is not applicable to the Gaillard Center at this time.

Q-44 On page 46 – 48 of the RFP, the City references Curtain Cleaning Bi-Annually. Will the City identify the number of curtains, the type of material, and the length of each curtain?

A-44 See A-42

Q-45 Event cleaning is not included in the monthly cleaning cost. It is charged by the hourly event price, correct? Also, is the "Hourly Event" price per person used or a team hourly price?

A-45 Yes it is currently billed hourly for all janitors, see A-23 for current rates.

Q-46 How much square feet are cleaned on non-event days?

A-46 During normal business most non-event days are spent recovering for the next event. With that said there is not a general non-event day square footage.

Q-47 The Gaillard Center is open 5 days per week plus event days, correct? Are there any days the Gaillard Center is closed, such as Christmas, etc.?

A-47 The Gaillard Center currently observes New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving,

Christmas Eve, Christmas Day. These are not guaranteed and are dependent on the event schedule.

Q-48 Are the 2 building connected by indoor walkway or within walking distance of the other?

A-48 The Municipal Office Building (MOB) and the Gaillard Center are all in one building. Walls are what divides the building space between the Gaillard Center and the MOB. The Gaillard Center also has an office on the second floor of the MOB.

Q-49 Is there office space in the Gaillard Center? If so, what is that square footage?

A-49 Yes it is approximately 3800 square feet.

Q-50 Can the City or the Facility Management company provide a breakdown of floor types for the two facilities?

A-50 See A-16.

Q-51 When is the contract start date?

A-51 The intended contract start date is October 1, 2020.

Q-52 Does the scope of work include exterior building window cleaning?

A-52 The City will contract out the exterior window cleaning separately.

Q-53 The City's bid award criteria is referenced on page 29. Will the City share the weights that will be assigned to each criterion?

A-53 That has yet to be determined.

Q-54 The RFP state that event cleaning will take place 2 – 3 times per week on average. What is entailed in event cleaning?

A-54 That information can be found on pages 42-43.

Q-55 Do the hardwood surfaces consist of a polished terrazzo and marble, or a finished terrazzo and marble?

A-55 See A-16. The terrazzo is finished and the marble is polished.

Q-56 How many square feet of resilient flooring is there in the Gaillard Performance Center?

A-56 See A-16.

Q-57 **Page 51 of the RFP says that the square footage for MOB is 96,903 sq.ft. and the Auditorium is 165,185 sq. ft. Does the 165,185 sq. ft. include all square footage of the Gaillard Center?**

A-57 165,185 is the estimated total square footage of the Gaillard Center with the breakdown being the exhibition hall at 43,856 and the performance hall at 121,329.

Q-58 **Since coronavirus will skew the consumables data for the last 3 months, can we get 6 to 12 months of historical data for consumables?**

A-58 The staff count for the MOB is (these numbers are for a normal/fully occupied condition) 82 Females, 89 Males (171 in total). The consumable list for the Gaillard will be on our website.

Q-59 **Is a cost-plus model an option for consumables, particularly at the Gaillard Center? That way, we don't have to build in charges for worst-case scenario (~200 performance nights when you're way down from that at this time), and you can pay only for what you need to maintain sufficient (baseline) stores and to restock each month.**

A-59 Yes that is how the Gaillard Center invoice is currently billed.

Q-60 **Since interior and exterior window cleaning is a requirement of this RFP, please indicate number of windows.**

A-60 See A-52, we do not have a count of windows for internal cleaning.

Q-61 **Are there any objections to the awardee interviewing and potentially hiring incumbent staff since they will have intimate knowledge of the building and the account? We would train them on our standards, any new technologies, and implementation of any new processes.**

A-61 The Gaillard Center would have no objection to that.

Q-62 **Given we're still in the midst of a pandemic, will any consideration be given to accepting electronic proposal submittals to reduce employees' contact with outside packages, unnecessary traffic into your building, and other concerns? (SC Dept. of Mental Health accepted only electronic bids and no paper bids for their recent janitorial RFP.)**

A-62 The City has been accepting proposals and bids via mail, alternate courier (UPS, FedEx, etc.) or hand delivery. If you hand deliver, you will have to call our number to gain access to our building at the address listed on the RFP.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton DEPT. BFRC

SUBJECT: BFRC- ECONOMIC DEVELOPMENT ADMINISTRATION-INVITATION FOR CARES ACT SUPPLEMENTAL EDA AWARDS FOR REVOLVING LOAN FUND GRANT

REQUEST: To accept the grant award from the Economic Development Administration in the amount of $935,000 for a Revolving Loan Fund. $870,926.80 will be used to provide loans to Small Businesses. The remaining $64,073.20 will be used to cover the costs of administering the loans.

COMMITTEE OF COUNCIL: W&M DATE: August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	X		[illegible]	
Cap. Proj. Cmte. Chair				
BFRC	X		Amy Wharton	
Grants Compliance Mgr	X		Clarice Ann Cofer	

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City match required

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

FORM CD-450
(REV. 04/17)

U.S. DEPARTMENT OF COMMERCE

FINANCIAL ASSISTANCE AWARD

☑ GRANT ☐ COOPERATIVE AGREEMENT

FEDERAL AWARD ID NUMBER
04-79-07537

RECIPIENT NAME
Charleston, City of

PERIOD OF PERFORMANCE
24 months after date of EDA approval

STREET ADDRESS
116 Meeting Street

FEDERAL SHARE OF COST
$ 935,000

CITY, STATE, ZIP CODE
Charleston, SC 29403

RECIPIENT SHARE OF COST
$ 0

AUTHORITY
Public Works and Economic Development Act of 1965, as amended

TOTAL ESTIMATED COST
$ 935,000

CFDA NO. AND NAME
11.307 Economic Adjustment Program

PROJECT TITLE
Revolving Loan Fund

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- ☐ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)
- ☐ R & D AWARD
- ☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- ☑ SPECIAL AWARD CONDITIONS
- ☐ LINE ITEM BUDGET
- ☑ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- ☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- ☐ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- ☑ OTHER(S): Revolving Loan Fund Financial Assistance Award Standard Terms & Conditions, April 30, 2019

OIG Fraud Awareness Training - EDA CARES Act Assistance FY 2020

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

H. Philip Paradice, Jr., Director, Atlanta Regional Office

H. Philip Paradice, Jr. Digitally signed by H. Philip Paradice, Jr Date: 2020.07.27 09:51:52 -04'00'

DATE
7/24/2020

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

John J. Tecklenburg, Mayor

DATE

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

REVOLVING LOAN FUND AWARD: Economic Adjustment Assistance for Disaster Economic Recovery Under Sections 209 and 703 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3149 and 3233

PROJECT TITLE: Coronavirus Aid, Relief, and Economic Security (CARES) Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards.

1. **SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work* (Attachment 1). All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized through execution of a Form CD-451, *Amendment to Financial Assistance Award.*

2. **PROJECT CONTACT INFORMATION:** Contact information for Recipient and key EDA staff with responsibilities for this Award is contained in Attachment 2. Recipient agrees to notify EDA promptly of any changes to Recipient's contact information.

3. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

   - Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation
   - Authorized Scope of Work (Attachment 1)
   - Project Contact Information (Attachment 2)
   - Authorized Budget (Attachment 3)
   - Authorized Staffing Plan (Attachment 4)

   Should there be a discrepancy among these documents, these Specific Award Conditions shall control.

4. **PROJECT DEVELOPMENT TIME SCHEDULE:** Recipient agrees to the following Project Development Time Schedule:

   Authorized Award End Date.....24 months from the Date of Award

Submission of Final Project Progress Report.....No later than 90 days from the Authorized Award End Date

Submission of Final Financial Documents (SF-425).....No later than 90 days from the Authorized Award End Date

Recipient shall diligently pursue the development and implementation of the project upon receipt of the EDA Award so as to ensure completion within this time schedule, and shall promptly notify EDA in writing of any event that could substantially delay meeting any of the time limits set forth above. Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA pursuing remedies for non-compliance, potentially including termination of the Award, in accordance with the regulations set forth at 2 C.F.R. §§ 200.338 200.342.

5. **UNUSUAL AND COMPELLING URGENCY:** As set forth in the *Authorized Scope of Work* (Attachment 1), this Award is made pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. 116-136 (March 27, 2020) to respond to the coronavirus pandemic. EDA is making this Award to Recipient non-competitively, based on EDA's finding that the coronavirus (COVID-19) pandemic constitutes a situation of unusual and compelling urgency and that it is therefore in the public interest to make noncompetitive awards to existing grantees, including Recipient, that have made substantial investment in establishing revolving loan fund lending capacity and therefore possess unique abilities to respond to the pandemic quickly.

   Because of the unusual and compelling urgency of the situation, time is of the essence in the implementation of the Authorized Scope of Work. By accepting this Award, Recipient certifies that it will use its best efforts to implement the *Authorized Scope of Work* expeditiously to maximize the benefits of the project in responding to the pandemic. Recipient acknowledges that failure to implement the project at an acceptable pace, as determined in EDA's reasonable discretion in accordance with the approved Grant Administration Plan (see paragraph 27, below), may result in EDA taking action to modify or terminate the Award in accordance with 2 C.F.R. § 200.338. If at any point during the period of performance (through the Authorized Award End Date), EDA determines there is an unacceptable risk that Recipient will be unable to disburse the full amount of the award designated for RLF lending, EDA may reduce that portion of the Award by an amount that EDA, in its reasonable discretion, deems appropriate.

6. **PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:**

   A. **AWARD DISBURSEMENTS:** EDA will make disbursements using the Department of the Treasury's Automated Standard Application for Payments (ASAP) system or through Electronic Funds Transfer (EFT) directly to Recipient's bank account and in accordance

with the requirements of the Debt Collection Improvement Act of 1996. For disbursements using ASAP, Recipient is required to furnish documentation required by ASAP. Complete information concerning the ASAP system may be obtained by visiting https://www.fiscal.treasury.gov/asap/.

To receive disbursements, Recipient must submit a Form SF-270 "*Request for Advance or Reimbursement*" for the applicable period electronically to the Project Officer, who will review and process the request. Due to the unusual and compelling urgency of the project, Recipient must request disbursements at least once per calendar quarter.

Prior to the initial disbursement, Recipient must complete an "*ACH Vendor/Miscellaneous Payment Enrollment Form*" (Form SF-3881 or any successor form) and submit it to NOAA's Accounting Office by fax at (301) 528-3675. (Fax is required to secure confidentiality of sensitive information.) The from must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

EDA retains the right to change Recipients from Advance to Reimbursement or Agency Review status if the Grants Officer deems it necessary or prudent to ensure successful monitoring of Federal funds. In such cases, Recipients may be required to submit a complete Form SF-270, "*Request for Reimbursement*" for the applicable period electronically to the Project Officer, who will review and process the request.

B. REPORTS:

1. RLF FINANCIAL REPORT: Recipient must submit an RLF Financial Report (Form ED-209), including a Portfolio Loan List, on a semiannual basis during the period of performance of this Award and after the period of performance of this Award (during the Revolving Phase). The Report must be submitted within 30 calendar days of the midpoint and end of Recipient's fiscal year. However, after the period of performance of this Award (during the Revolving Phase), EDA may allow high-performing RLFs, as evaluated through EDA's Risk Analysis System (see paragraph 15, below), to submit the RLF Financial Report on an annual basis, generally within 90 calendar days of Recipient's fiscal year end. The Report must be submitted as long as the RLF exists (i.e., before and after the Authorized Award End Date).

2. PROJECT PROGRESS REPORTS: Recipient agrees to provide the Project Officer with project progress reports, communicating the important activities and accomplishments of the project, on a semiannual basis during the period of performance of this Award (through the Authorized Award End Date). The Report must be submitted within 30 calendar days of the midpoint and end of Recipient's fiscal year.

Performance progress reports shall be submitted to EDA in an electronic format no later than the due date. Reports shall be in a clear format, not exceeding six pages, and shall:

a. Provide a concise overview of the activities undertaken during the semi-annual reporting period;
b. Document accomplishments, benefits, and impacts of the project. Recipient should identify activities that have led to specific outcomes, such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, or other positive economic development benefits;
c. Identify any upcoming or potential press events or opportunities for collaborative press engagements to highlight the benefits of the EDA investment;
d. Compare progress on the project with the targeted schedule, explaining any departures, identifying how those departures will be remedied, and projecting the course of work for the next semi-annual reporting period;
e. Outline challenges impeding or that may impede progress on the project over the next semi-annual reporting period and identify ways to address those challenges;
f. Outline any areas in which EDA assistance is needed to support the project; and
g. Provide any other information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA's website, used for promotional materials or policy reviews, or otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no page limit for Final Project Reports; however, such reports should concisely communicate key project information and should:

a. Provide a high-level overview of the activities undertaken;
b. Explain how the project activities have prevented, prepared for, or responded to the coronavirus pandemic and advanced economic development;
c. Document the expected and actual economic benefits of the project as of the time the report is written;
d. Detail lessons learned during the project that may be of assistance to EDA or other communities undertaking similar efforts; and

e. Provide any other information necessary to understand the project and its impacts.

3. FEDERAL FINANCIAL REPORT: Recipient must submit the Federal Financial Report (Form SF-425) on a semiannual basis during the period of performance of this Award (through the Authorized Award End Date). The Report must be submitted within 30 calendar days of the midpoint and end of Recipient's fiscal year. Form SF-425 and instructions for completing the Form are available at: https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html.

   A final Form SF-425 must be submitted no more than 90 calendar days after the Award End Date specified on the Form CD-450 (or any subsequently executed Form CD-451). Final Financial Reports should follow the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

7. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Financial Assistance Award (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200. The *Authorized Budget* for this Project is set forth in Attachment 3, *Authorized Budget*.

8. **FEDERAL SHARE:** The Federal Share of total allowable project cost for this Award is 100 percent. EDA will fund 100 percent of the total allowable project costs or the grant amount shown on the Financial Assistance Award (Form CD-450), whichever is less.

9. **VOLUNTARILY CONTRIBUTED CAPITAL:** If Recipient wishes to inject additional capital into the RLF Capital Base to augment the amount of resources available to lend, Recipient must submit a written request to EDA that specifies the source of the funds to be added. Once approved by EDA, any additional capital injected into the RLF becomes an irrevocable part of the RLF Capital Base and may not be subsequently withdrawn or separated from the RLF (13 CFR § 307.12(d)).

10. **RLF PLAN:** Recipient agrees to administer this Award in accordance with an EDA-approved RLF Plan (13 CFR § 307.9), and Recipient agrees to submit an RLF Plan prior to disbursing loan funds to an RLF borrower but no later than 60 calendar days of the date of this Award.

Should there be a conflict between the terms and conditions of this Award and the RLF Plan, the terms and conditions of this Award shall control.

Recipient's RLF Plan must be updated once every five years, or sooner if necessary to adapt to changing economic conditions. However, EDA may require Recipient to update the RLF Plan at any time to incorporate new approaches, to align with an updated CEDS, or as otherwise required by EDA. Recipient must submit any updates or modifications to the RLF Plan for EDA approval, and EDA may condition such approval on any changes that EDA deems necessary (13 CFR § 307.9(c)).

11. **DISBURSEMENT PHASE AND REVOLVING PHASE:** The Disbursement Phase of this Award is the period of lending activity during which award funds have not been fully disbursed to Recipient. The end of the Disbursement Phase coincides with the earlier of the Authorized Award End Date or upon disbursement closeout after all grant funds have been disbursed to Recipient. The Revolving Phase commences at the end of the Disbursement Phase and continues as long as the RLF exists.

12. **RLF REGULATIONS & DISBURSEMENT PHASE VARIANCES:** The regulations governing RLF awards at subpart B of 13 CFR part 307 generally apply to this Award. However, to make credit more quickly and easily available to borrowers impacted by COVID-19, during the initial round of lending under this Award (the Disbursement Phase) the following three regulations do not apply to loans made under this Award:

    A. The minimum interest rate requirement (13 CFR § 307.15(b)(1)).
    B. The leveraged capital requirement (13 CFR § 307.15(c)).
    C. The requirement to demonstrate that credit is not otherwise available (13 CFR § 307.11(a)(1)(ii)(H)).

    During the Revolving Phase when RLF funds are re-lent to new borrowers the three above-listed regulations will apply to this Award.

13. **WAIVER OF PRE-DISBURSEMENT CERTIFICATIONS:** EDA imposes certain pre-disbursement requirements on new RLFs, including: (1) a certification that the recipient has an accounting system adequate to identify, safeguard, and account for the entire RLF Capital Base (13 C.F.R. § 307.11(a)(1)(i)) and (2) a certification from the recipient's legal counsel that the recipient's standard loan documents are adequate and comply with the terms and conditions of applicable state and local law (13 C.F.R. § 307.11(a)(1)(ii)). Because this Award is being made to an existing RLF recipient, EDA has concluded that the accounting system and loan document certifications are redundant and thus unnecessary. For this reason, Recipient need not submit those two certifications. Recipient must utilize the accounting system and loan

documents that Recipient uses for its existing RLF unless Recipient obtains EDA's prior written approval to do otherwise.

14. **FIDELITY BOND COVERAGE:** In accordance with 13 CFR § 307.11(a)(1)(iii), Recipient must submit in a form acceptable to EDA evidence of fidelity bond coverage for persons authorized to handle funds under the Award in an amount sufficient to protect the interests of EDA and the RLF. At a minimum, the amount of coverage must be the maximum loan amount allowed for in the EDA-approved RLF Plan. Recipient must maintain sufficient fidelity bond coverage for the duration of the RLF's operation. However, because this Award is being made to an existing RLF recipient that already maintains fidelity bond coverage, EDA has concluded that Recipient may begin lending before Recipient has made any necessary adjustments to its fidelity bond coverage. Recipient must provide evidence of adequate coverage to EDA has soon as reasonably practicable following the date of award.

15. **RISK ANALYSIS SYSTEM:** EDA will evaluate Recipient's management and operation of the RLF Award using a Risk Analysis System that measures a variety of factors, including but not limited to capital, assets, management, earnings, liquidity, and strategic results. EDA plans to provide Recipient a risk analysis rating of the RLF on at least an annual basis during the Revolving Phase of this Award (13 CFR § 307.16(a)).

16. **ALLOWABLE CASH PERCENTAGE:** The Allowable Cash Percentage is the average percentage of the RLF Capital Base maintained as RLF Cash Available for Lending by RLF Recipients in the EDA Regional Office's portfolio of RLF Grants over the previous year (13 CFR § 307.8, definition of Allowable Cash Percentage). In general, EDA will notify Recipient on an annual basis of the Allowable Cash Percentage that is applicable to lending during Recipient's ensuing fiscal year.

    During operation of the RLF following the Authorized Award End Date (i.e., the Revolving Phase), Recipient must manage its loan repayment and lending schedule in order to avoid exceeding the Allowable Cash Percentage (13 CFR § 307.17(b)). Additionally, Recipient must not hold RLF Cash Available for Lending so that it is 50 percent or more of the RLF Capital Base for 24 months without an EDA-approved extension request based on other EDA risk analysis factors or extenuating circumstances (13 CFR § 307.20(e)).

17. **ENVIRONMENTAL REVIEW:** In accordance with 13 CFR § 307.10(a) and Part II, section D)7), of the RLF Standard Terms and Conditions, Recipient must adopt and the RLF Plan must include procedures for compliance with applicable environmental laws and regulations, including to review the impacts of prospective loan proposals on the physical environment.

18. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** If Recipient needs to return money to EDA, it may use one of the following two methods:

A. The first is the pay.gov website, which allows Recipient to pay EDA online. Recipient will have the option to make a one-time payment or to set up an account to make regular payments.

B. The second is paper check conversion. All checks must be made payable to "Department of Commerce, Economic Development Administration" and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

When funds are remitted to EDA by check, the check will be converted into an Electronic Funds Transfer (EFT) by using the account information on the check to debit the payor's account electronically. The debit from the payor's account will usually occur within 24 hours. EDA will not return the check; the original will be destroyed and a copy will be retained. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of $25.00, which will be collected by EFT.

19. **PLANNING COORDINATION:** In keeping with regional economic development principles, Recipient should coordinate economic development planning and implementation projects with other economic development organizations active in the area, especially EDA-funded recipients such as State and urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).

20. **TECHNICAL ASSISTANCE TO BUSINESSES:** Recipient shall advertise and make accessible any technical assistance offered to businesses as intended beneficiaries under this Award as widely as is reasonably permitted under the terms of this Award. Recipient shall maintain adequate documentation of any technical assistance offered and/or provided to benefitting businesses under this Award.

21. **PROCUREMENT:** Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR §§ 200.317 through 200.326.

22. **BUY-AMERICAN PREFERENCES:** Consistent with Executive Order 13858, *"Strengthening Buy-American Preferences for Infrastructure Projects,"* Recipient is

encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.

23. **NONRELOCATION:** By accepting this Award of financial assistance, Recipient attests that EDA funding is not intended by Recipient to assist efforts to induce the relocation or the movement of existing jobs from one region to another region in competition with those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of this Award for convenience or cause (which may include the establishment of a debt requiring Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.

24. **PERFORMANCE MEASURES:** Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010. Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit these required reports may adversely impact the ability of Recipient to secure future funding from EDA.

    Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document, if applicable. EDA staff will contact Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted.

25. **STAFFING CHANGES:** The *Authorized Staffing Plan* for this Award is set out in Attachment 4. In the event of a change in the professional staff positions primarily funded with the EDA grant, Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of his or her resume within 30 business days of the selection.

26. **REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, Recipient hereby reaffirms and states that:

    A. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;

B. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of Recipient; and

C. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of initial application.

27. **GRANT ADMINISTRATION PLAN:** Within 60 calendar days of the date of Award, Recipient shall provide to the Project Officer a Grant Administration Plan, not to exceed three pages, that outlines how Recipient will implement the *Authorized Scope of Work.* The plan must include the following information:

A. A list of tasks that Recipient will undertake to implement the *Authorized Scope of Work* at a sufficient level of detail to allow EDA to monitor Recipient's progress in implementing the project. The list of tasks must be consistent with the *Authorized Scope of Work* and the Project Narrative submitted as part of Recipient's application;

B. An explanation of the primary tasks to be undertaken by each individual identified in the *Authorized Staffing Plan*;

C. A timeline for implementing the tasks identified; and

D. If Recipient intends to hire additional staff to implement the project, a hiring plan including target start dates for new staff.

Upon approval by EDA, the Grant Administration Plan shall be incorporated into and become an enforceable part of these Specific Award Conditions. Subsequent changes to the Grant Administration Plan shall require the Project Officer's prior written approval, which shall not be unreasonably withheld.

28. **SUBAWARDS:** Recipient shall not subaward any portion of this award without EDA's prior written approval. Before any subawardee undertakes any work to be funded through this award, the Recipient shall provide to EDA for review and approval a subaward agreement between the Recipient and the subawardee that meets the requirements of 2 C.F.R. § 200.331(a) and includes a requirement that the subawardee comply with all of the terms and conditions of this Financial Assistance Award, including but not limited to the Standard and Specific Award conditions and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200). Any work performed by the subawardee prior to EDA's approval of the subaward agreement shall be at the Recipient's and

subawardee's own risk and EDA may disallow costs related to that work. The Recipient shall be responsible for monitoring the subawardee's performance under any subaward in accordance with the requirements of 2 C.F.R. § 200.331.

All awardees of applicable grants and cooperative agreements are required to report to the Federal Subaward Reporting System (FSRS) available at www.FSRS.gov on all sub-awards over $25,000. Please see the OMB guidance published at 2 C.F.R. part 170 (2015), which can be accessed at http://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-part170.pdf.

29. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within sixty days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

    Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

    - false claims for materials and labor,
    - bribes related to the acquisition of materials and labor,
    - product substitution,
    - mismarking or mislabeling on products and materials, and
    - time and materials overcharging.

    Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.

30. **NON-DUPLICATION OF FEDERAL SUPPORT:** Recipient shall adopt procedures to detect and prevent RLF borrowers from obtaining funding from multiple federal funding sources (including federal grants, federal loans, and federally guaranteed loans) for identical expenses. At a minimum, Recipient shall require loan applicants (1) to disclose any other federal funding sources that the applicant has applied for or received for purposes related to the purpose for which the RLF loan is being sought and (2) to certify that no RLF loan proceeds will be used to fund expenses for which the applicant has received other federal funding.

Should the Recipient determine that a borrower has received federal funding from multiple sources for identical expenses, the Recipient shall demand immediate repayment of the portion of the RLF loan allocable to those expenses and may take any other action against the borrower permitted by the loan documents, the RLF plan, and applicable law, as the Recipient deems appropriate for prudent management of the loan portfolio.

ATTACHMENT 1

Authorized Scope of Work

The Scope of Work for this Award is to capitalize a Revolving Loan Fund (RLF) to alleviate sudden and severe economic dislocation caused by the coronavirus (COVID-19) pandemic, to provide permanent resources to support economic resiliency, and to further the long-term economic adjustment objectives of the region served by this Award.

The RLF capitalized pursuant to this Award may lend to borrowers in the following geographic region: City of Charleston

The Scope of Work for this Award includes administrative and other activities to manage and expedite RLF lending including one or more of the following activities:

- Administration of the RLF and other EDA-funded RLFs managed by Recipient, including advertising the availability of lending, processing loan applications, originating loans, servicing loans, and engaging in loan collection efforts
- Professional services, including legal and accounting services, to update or revise RLF policies, procedures, or standard loan documents
- Required reporting, including audit costs
- Technical assistance to borrowers and prospective borrowers related to loan applications or loan repayment
- Organizational capacity support, including technology costs, training, and personnel costs

ATTACHMENT 2

Project Contact Information

RECIPIENT INFORMATION:

Mayor John J. Tecklenburg Phone: 843-720-3837 Email: steve@charlestonldc.org	City of Charleston 116 Meeting Street Charleston, SC 29403

EDA INFORMATION:

EDA Project Team	Roles and Responsibilities
H. Philip Paradice, Jr. Regional Director Email: hparadice@eda.gov	Grants Officer: Authorized to award, amend, suspend, and terminate financial assistance awards.
Priscilla A. Kittles Administrative Director Email: pkittles@eda.gov	Program Officer: Oversees the programmatic aspects of this Award.
Karen Temple Lynch RLF Administrator Email: klynch@eda.gov	Project Officer: Responsible for day-to-day administration of this Award; liaises with Recipient and receives all reports and payment requests.

ATTACHMENT 3

Authorized Budget

Project Budget	
Federal Share (EDA)	$935,000.00
Non-Federal Matching Share	$0.00
Total Project Cost	$935,000.00
Federal Grant Rate	100%

Personnel	$64,073.20
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$870,926.80
Total Direct Charges	$935,000.00
Indirect Charges	$0.00
Total Project Budget	**$935,000.00**

Indirect Cost Calculator	
Cost Base	$0.00
Rate	0.00%
Allowable Indirect Cost	$0.00

ATTACHMENT 4

Authorized Staffing Plan

Staffing Plan - Budget					
Name	Annual Rate	% of Annual Hours	Annual $ from Award	Number of Years	Total Cost by Employee
Cindi Rourk	$82,353	10%	$8,235	2.00	$16,471
Paul Featheringill	$70,705	10%	$7,071	2.00	$14,141
Allison Morris	$73,183	10%	$7,318	2.00	$14,637
Dwayne Jubar	$94,125	10%	$9,413	2.00	$18,825
Total Personnel Costs					**$64,073**
Total Fringe Costs (Please Provide the Basis for Fringe Calculations)				0.00%	**$0**

Staffing Plan - Explanation		
Name	Title	Project Responsibilities
Cindi Rourk	Director of Business Development & Loan Officer	Outreach to prospective borrowers, intake, and loan underwriting
Paul Featheringill	Loan Officer	Intake of borrowers and loan underwriting
Allison Morris	Director of Compliance & Asset Management	Portfolio Management and Loan servicing
Dwayne Jubar	Director of Finance	Financial management, oversight, and reporting

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds **DEPT.** Police Department

SUBJECT: FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT

REQUEST: Approval to submit an application for the 2020 Firehouse Subs Public Safety Foundation Grant for $15,210 to fund the purchase of a UTV To be used by the Harbor Patrol Unit for rescue and response.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Chief of Police	X	☐	Luther Reynolds	☐
Grants Coordinator	X	☐	Chelsea Taylor	☐

FUNDING: Was funding previously approved? Yes ☐ No X N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).
This grant is due on August 19th.

CFO's Signature: _____

FISCAL IMPACT: There is no match required for this grant.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
South Carolina

JOHN J. TECKLENBURG
Mayor

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

MEMORANDUM

To:	Mayor Tecklenburg
	City Council
From:	Luther Reynolds, Chief of Police
Subject:	2020 Firehouse Subs Public Safety Foundation Grant
Date:	18 August 2020

The purpose of this memorandum is to request permission for the Charleston Police Department's submission of the 2020 Firehouse Subs Public Safety Foundation Grant. The grant is due on August 19th.

The goal of the proposed project is to strengthen the CPD Harbor Patrol Unit's search and rescue capabilities. If awarded, the grant would fund the procurement of a utility terrain vehicle to be used to respond to calls for service on the city's barrier islands. The CPD Harbor Patrol Unit does not currently possess this capability. The UTV will allow officers to assist land base units in searches of large rural areas within the City of Charleston and the County. It will also allow officers to search a larger area in a timelier manner for missing persons and assist with the recovery and transportation of injured individuals.

The anticipated project cost is $15,210. There is no match required for this grant. Please do not hesitate to email Chelsea Taylor, Grants Coordinator at <taylorch@charleston-sc.gov> should you have any questions or concerns.

180 LOCKWOOD BLVD., CHARLESTON, SOUTH CAROLINA 29403, 843-577-7434
AN EQUAL OPPORTUNITY EMPLOYER

2020 Firehouse Subs Public Safety Foundation Grant

CPD Harbor Patrol Rescue Response Utility Terrain Vehicle

EQUIPMENT	UNITS	DESCRIPTION	UNIT COST	TOTAL
	1	Polaris Ranger UTV	$ 15,210.00	$ 15,210.00
			Total	**$ 15,210.00**

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds **DEPT.** Police Department

SUBJECT: DOJ EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM

REQUEST: Approval to submit an application for the 2020 Justice Assistance Grant for $27,875 to fund overtime costs for the CIU and training Related to police-mental health collaboration.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Chief of Police	X	☐	Luther Reynolds	☐
Grants Coordinator	X	☐	Charlene Taylor	☐

FUNDING: Was funding previously approved? Yes ☐ No X N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).
This grant is due on August 19th.

CFO's Signature: _____

FISCAL IMPACT: There is no match required for this grant.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
South Carolina

JOHN J. TECKLENBURG
Mayor

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

MEMORANDUM

To:	Mayor Tecklenburg
	City Council
From:	Luther Reynolds, Chief of Police
Subject:	Department of Justice – 2020 Edward Byrne Justice Assistance Grant
Date:	18 August 2020

The purpose of this memorandum is to request permission for the Charleston Police Department's submission of the 2020 SC Department of Justice Edward Byrne Memorial Justice Assistance Grant Application. The grant is due on August 19th.

The goal of the proposed project is to equip law enforcement and mental health partners who partner with the CPD with training to advance community-based solutions for justice-involved people with mental and substance use disorders. If awarded, the grant would fund a class on Sequential Intercept Model Facilitation through Policy Research Associates. This is the same mapping process completed on a larger scale by the Charleston County Criminal Justice Coordinating Council. It is used as a community strategic planning tool to assess available resources, determine gaps in services, and plan for community change.

The grant will also fund overtime costs for data analysts in the CPD's Crime Intelligence Unit to analyze calls for service that are related to mental and substance use disorders. The anticipated project cost is $27,875. There is no match required for this grant. Please do not hesitate to email Chelsea Taylor, Grants Coordinator at <taylorch@charleston-sc.gov> should you have any questions or concerns.

2020 DOJ Edward Byrne Justice Assistance Grant

Police-Mental Health Collaboration

TRAINING	UNITS	DESCRIPTION	UNIT COST	TOTAL
	1	Sequential Intercept Model Training	$ 23,750.00	$ 23,750.00

PERSONNEL	UNITS	DESCRIPTION	UNIT COST	TOTAL
	1	Crime Intelligence Unit Data Analyst Overtime	$ 4,125.00	$ 4,125.00
			Total	**$ 27,875.00**

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Luther T. Reynolds DEPT. Police Department

SUBJECT: AMENDMENT TO AGREEMENT BETWEEN CHARLESTON DORCHESTER MENTAL HEALTH CENTER AND CPD

REQUEST: Fourth amendment renewing agreement between CDMHC and CPD wherein CDMHC provides CPD with a full time mental health professional who provides services to children and families in domestic violence cases.

COMMITTEE OF COUNCIL: _____ DATE: _____

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Chief of Police	X		Luther Reynolds	X
Corporation Counsel	X		Charles Taylor for Steve Riemeler	

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div: 200000 Account #:: 52206

Balance in Account _____ Amount needed for this item $20,000

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Contract No.: N/A

CONTRACT AMENDMENT No. FOUR

BETWEEN

CHARLESTON DORCHESTER MENTAL HEALTH CENTER

AND

CITY OF CHARLESTON POLICE DEPARTMENT

WHEREAS, by contract, , made this 20th day of December, 2019, by and between the South Carolina Department of Mental Health, Charleston Dorchester Mental Health Center, hereinafter referred to as "CDMHC", and the City of Charleston Police Department, hereinafter referred to as "City."

WHEREAS, "CDMHC" and "City" entered into a contract dated the 27th day of January, 2016. A copy of which is attached; and

WHEREAS, the "CDMHC" and "City" desire to make certain amendments to their said contract.

The parties to this contract agree as follows:

EFFECTIVE: 1st day of January, 2019.

I. RESPONSIBILITIES OF CDMHC:

Section I-J of the contract shall be replaced, in its entirety, to the following:

"J. Optional Payment Provisions (Designate one option by initialing):

_____ CDMHC agrees to invoice the City a flat rate of $20,000 annually in one lump-sum payment for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

_____ CDMHC agrees to invoice the City $20,000 annually in two equal payments of $10,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

AL CDMHC agrees to invoice the City $20,000 annually in four equal payment sof $5,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur."

II. RESPONSIBILITIES OF THE CITY:

Section II-C shall be replaced, in its entirety, to the following:

"C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of $20,000 for services under this agreement, payable within 90 days, upon receipt of a valid invoice. Payment shall be mailedto: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414."

IV. **TERM:**

A. The term of this agreement shall be extended through December 31, 2020, and may be renewed for an additional one-year period upon mutual written agreement by the parties.

NOW THEREFORE, the referenced contact is amended as specified above provided all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

CITY OF CHARLESTON	**SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH** **Charleston Dorchester Mental Health Center**
BY: _____ John J. Tecklenburg, Mayor	BY: _____ **Jennifer Roberts, LPC, CPM**
DATE: _____	DATE: 2/3/20

CONTRACT
between
CHARLESTON DORCHESTER MENTAL HEALTH CENTER
and
CITY OF CHARLESTON POLICE DEPARTMENT

THIS AGREEMENT is made and entered into this 27th day of January, 2016, by and between the Charleston Dorchester Mental Health Center, hereinafter called "CDMHC," and City of Charleston Police Department, hereinafter called "City."

THAT WHEREAS, the City wishes to obtain assistance from a mental health professional for victims of domestic violence;

AND WHEREAS, the CDMHC is willing to provide such a counselor to deliver services to those individuals in need of care;

NOW THEREFORE, in order to further the welfare of individuals through a collaborative effort, these organizations agree to the following:

I. RESPONSIBILITIES OF CDMHC:

A. Assign one full-time, master's level mental health professional to provide specialized mental health treatment services to children and families who have witnessed or been effected by domestic violence that are referred by the City. This position will provide services up to 40 hours per week, less state holidays, annual and sick leave, and mandatory training and meetings.

B. Exercise independent professional judgment in the provision of such services as employees of CDMHC.

C. Assist in the development of City policies pertaining to these services as requested by the City.

D. Monitor and evaluate the quality and appropriateness of such services.

E. Provide supplemental in-service education and training for the City on an as-requested basis.

F. Follow generally accepted professional standards, protocols, and guidelines governing the provision of any services and maintain credentials as required for services provided under this agreement.

G. Comply with all applicable quality assurance, documentation, record management, continuity of care, confidentiality, patient standards, and guidelines, as well as federal, state, and local laws, rules, regulations and protocols.

H. Attend City administrative meetings as needed and where appropriate when requested by the City.

I. To the extent provided by law, CDMHC shall be responsible for the negligent conduct of its employees. CDMHC agrees to provide, for its employees, Workers Compensation insurance, as well as General, Vehicle, and Professional liability (malpractice) insurance through the South Carolina Insurance Reserve Fund for employees acting in an official capacity. Nothing in this agreement is to be interpreted as a requirement that CDMHC or the South Carolina Department of Mental Health (SCDMH) insure, indemnify or hold harmless anyone else against any claims or disputes arising from this agreement, nor as a waiver of any defenses, claims or immunities available to CDMHC or SCDMH. Exhibit A is attached and made part of this agreement.

J. Optional payment provisions (Designate one option by initialing):

_____Agrees to Invoice the City a flat rate of $10,000 annually in a lump-sum payment for services under this agreement, payable within 90 days upon receipt of a valid invoice.

DB Agrees to invoice the City $10,000 annually in two equal payments of $5,000 each for services under this agreement, payable within 90 days upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur.

K. If the payments made to the Center under this agreement are not full compensation for all Center services provided, Center may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due under this agreement.

II. **RESPONSIBILITIES OF THE CITY:**

A. Provide office space and a vehicle for one CDMHC staff member, located at 180 Lockwood Blvd, Charleston, South Carolina, 29403.

B. To the extent possible, ensure the safety and well-being of the mental health counselor when responding to domestic violence or other policing situations.

C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of $10,000 for services under this agreement, payable within 90 days upon receipt of a valid invoice. Payment should be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414.

III. MUTUAL RESPONSIBILITIES:

A. To collaborate to provide community based identification, triage, comprehensive treatment planning, and follow-up of individuals requiring the services of both agencies.

B. Make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, written, verbal and electronic, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information. Any exchange of such information shall comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.

C. Agree not to re-disclose information provided to the other without written consent and approval unless otherwise authorized by applicable state, federal, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

D. Ensure the confidentiality of client/patient information, including the safeguarding of written and electronic materials and to comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization

E. To appoint an administrative liaison, and if mutually agreeable, schedule at least one (1) joint conference a year to identify problem areas and discuss changes or revisions desired in the agreement.

F. To comply with all applicable laws regarding discrimination, including race, color, ancestry, religion, sex, age, handicap, or veteran status.

IV. TERM:

A.. The initial contract term shall commence on the 1st day of January, 2016 and end on December 31, 2016, and may be renewed for an additional four years upon mutual written agreement by the parties.

B. This agreement may be terminated by either party with sixty (60) days written notice prior to the effective date of such termination.

V. ACCEPTANCE OF THE AGREEMENT:

This agreement shall not be considered accepted, approved or otherwise effective until the statutorily or administratively required approvals and certifications, if any, have been given.

VI. EXTENT OF AGREEMENT:

This agreement represents the entire understanding of the parties and it supersedes any and all prior representations or agreements whether written or oral. Neither party has relied on any prior

representations in entering into this agreement.

VII. MODIFICATIONS:

The parties agree to the full and complete performance of the mutual covenants contained herein and that this agreement constitutes the sole, full and complete agreement by and between the parties; and no amendments, changes, additions, deletions, or modifications to or of this agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

IX. ASSIGNMENT:

The CDMHC will not subcontract or assign any portion of the services to be provided without prior consent of the City.

X. CHOICE OF LAW:

This agreement shall be construed, governed and enforced in accordance with the laws of the State of South Carolina. By executing this agreement, the parties agree to venue in a court of appropriate jurisdiction in the State of South Carolina for purposes of any action arising under this agreement.

XI. INCORPORATION:

This contract incorporates the attached South Carolina Department of Mental Health "COVENANTS AND CONDITIONS," "BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT," "IRAN DIVESTMENT ACT OF 2014," and "OPEN TRADE REPRESENTATION," labeled as Exhibits B, C, D, and E, respectively.

XII. IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015):

(a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: http//procurement.sc.gov/PS/PS-iran-divestment.phtm(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you signed, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

XIII. 2015 OPEN TRADE (JUNE 2015):

(a) By submitting an Offer, Contractor represents that Contractor is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2a083-1]

(b) During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

IN TESTIMONY WHEREOF, the hands and seal of the parties are affixed hereto:

Deborah S. Blalock, M.Ed., LPCS Date 3/2/16
Executive Director
Charleston Dorchester Mental Health
Center

City of Charleston Date 4/12/16

Witness Date 3/2/16

Witness Date 4/12/16

EXHIBIT A
South Carolina Department of Mental Health
Insurance and Risk Allocation

Charleston Dorchester Mental Health Center, a Center/Facility of the South Carolina Department of Mental Health (SCDMH) will maintain workers' compensation as well as general and professional liability insurance for acts or omissions of its employees acting in an official capacity sufficient to cover liability claims under the South Carolina Tort Claims Act, Sec. 15-78-10 et seq. of the Code of Laws of South Carolina, as amended.

Liability insurance will be "occurrence coverage" not requiring "tail coverage" and will be secured through the Insurance Reserve Fund, State of South Carolina Office of Insurance Services as follows:

> General Tort Liability: $300,000 per claimant and $600,000 per occurrence with an unlimited aggregate.
>
> Medical Professional Liability: $1,200,000 per occurrence with an unlimited aggregate for claims involving physicians with the same coverage amounts as general tort liability for claims not involving a physician.

Nothing in this statement, which is made part of the contract with the Center/Facility, will be interpreted as a requirement that the Center/Facility or SCDMH indemnify, insure or hold harmless anyone else against any claims or disputes that may arise in the performance of this agreement or as a waiver of any defenses, claims or immunities that may be available to the Center/Facility, SCDMH or the State of South Carolina.

Resolution of any claim, suit or other dispute arising from this agreement will be in accord with and governed by South Carolina law. Any suit or other action involving enforcement, breach or resolution of any dispute arising from this agreement will be instituted and maintained in Richland County, South Carolina. With the exception of attorney's fees awarded in accord with Sec. 15-77-300 of the Code of Laws of South Carolina, as amended, neither Center/Facility or SCDMH shall be obligated to pay any attorney's fees or the cost of any legal action.

EXHIBIT B

SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH (DMH) COVENANTS AND CONDITIONS (1 page)

This is made a part of the attached Contract with DMH and/or DMH component. If any Contract term or obligation is in conflict with this document, this document will control. The parties to the Contract will comply with all applicable law. If the Contract involves federal or other grant funds (including any applicable grant subcontractor or sub grantee obligations), the parties will comply with the applicable grant terms and obligations. As may be applicable to the attached Contract, the party contracting with DMH also agrees:

1. To comply with all applicable law including: Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d & 2000e); 45 CFR Part 80; § 504 of the Rehabilitation Act of 1973; 45 CFR Part 84; Age Discrimination Act of 1975; 42 U.S.C. 6101 et seq.; Omnibus Budget Reconciliation Act of 1981; Americans with Disabilities Act; 42 CFR Parts 35 & 36; Federal Drug Free Workplace Act of 1988 & §44-107-10 et seq. S.C. Code; 45 CFR Part 160 et seq. (HIPAA); 42 CFR Part 2 (Alcohol and Drug Confidentiality); and §44-22-100, SC Code (DMH Patient/Client/Person Subject to Commitment Confidentiality).

2. Unless specific Contract/applicable grant terms require otherwise, DMH has ownership, title, copyright or other right to property purchased or developed with Contract funds. The party contracting with DMH will not publish or use reports, data or other material or information related to Contract services for its own purpose or financial benefit without prior DMH written permission.

3. Execution and performance of any Contract provision, or continued payment, will not affect DMH's right to enforce the Contract. No DMH waiver of any Contract breach will be considered as waiver of any succeeding breach, or applicable provision.

4. The Contract is governed by applicable Federal and South Carolina law and any legal action, suit, proceeding or other dispute resolution activity arising from the Contract will be instituted and maintained in the applicable court in South Carolina.

5. No sub-contract or assignment of the Contract, Contract obligations or Contract rights is valid without written DMH consent. Regardless, the party contracting with DMH will be solely responsible for its Contract performance and obligations.

6. DMH and other public agency having audit authority over the Contract or Contract services may audit books, records and other documents of the party contracting with DMH as they pertain to the Contract, independent of and pursuant to, §11-35-2220, S.C. Code. Such documents will be maintained for a period of at least three (3) years from the date of final payment under the Contract.

7. To conform to DMH and other applicable credentialing, privileging and Corporate Compliance requirements, including those issued by the OIG USDHHS. The party contracting with DMH will not employ persons listed on the OIG's Cumulative Sanctions Report or Excluded Parties List System (http://exclusions.oig.hhs.gov/ https://www.epls.gov/) and will adopt DMH policies regarding §6032 of the Deficit Reduction Act of 2005 as stated in DMH S&P No.1. (http://www.state.sc.us/dmh/policies/corp_comply/6032.pdf).

8. If the party contracting with DMH seeks and obtains third party payment including from federal sources such as Medicare or Medicaid, the party contracting with DMH will offset any amounts due from DMH with the receipts or submit the funds to DMH and be solely responsible for the legitimacy of the request for and payment of funds and any recoupments sought by the third party payor. If payments to DMH from the party contracting with DMH are not full compensation for all DMH Contract services, DMH may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due to DMH by the party contracting with DMH.

9. If Contract services involve the review or use of DMH plans, reports, financial information, attorney work product, personal, patient and/or other proprietary or confidential information, the party contracting with DMH will use or disclose such information only as necessary to perform Contract services or otherwise with applicable DMH written permission, or as required or permitted by law.

10. No Contract funds, materials, property, or services will be used for any partisan, political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act" or other applicable law. No attorney may be engaged through the use of Contract funds. Subject to §15-77-300, SC Code, DMH will not be obligated to pay attorney's fees or the cost of legal action arising from this Contract.

11. No employee of either party to this Contract will be deemed as an employee of the other party. Nothing in the Contract will be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party will make any representation or statement to any person or entity inconsistent with the Contract.

12. The following Contract terms or obligations are of no effect if they require (and the Contract will not be interpreted as requiring) that DMH: submit to the jurisdiction of another state's laws and/or courts; indemnify the party contracting with DMH or any other party; or waive any interest, right, immunity or defense that DMH may have in law or in equity.

DMH Covenants and Conditions August 2011

EXHIBIT C

BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT (BAQSOA)

The South Carolina Department of Mental Health, including its inpatient/outpatient facilities and programs ("SCDMH"), is a "Covered Entity" subject to the Health Insurance Portability and Accountability Act (HIPAA) 45 C.F.R. Part 142 et seq, including Privacy Rule, Security Rule and Breach Notification Rule requirements, 45 CFR 164 et seq (HITECH); §44-22-100, Code of Laws of South Carolina (SCDMH patient/client/person subject to commitment confidentiality); and also for specific SCDMH Alcohol and Drug Treatment Programs: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

City of Charleston Police Department, at the address of 180 Lockwood Blvd, Charleston, S.C., 29403, is a SCDMH Business Associate/Qualified Service Organization ("BAQSO"), who by contract or other agreement with SCDMH, receives information from, or creates or receives information on behalf of SCDMH, identifying SCDMH patients or clients Protected Health Information (PHI), and agrees to be bound by the applicable provisions of the above confidentiality laws pertaining to a BAQSO.

BAQSO acknowledges and agrees to:

1. In receiving, transmitting, disclosing, transporting, storing, processing, using or otherwise dealing with PHI, be bound by provisions of HIPAA and HITECH; §44-22-100; (and if applicable, 42 C.F.R. Part 2) and not use or disclose PHI except as permitted or required by this Agreement, applicable law, SCDMH Privacy Practices, and any contract/other agreement with SCDMH.

2. Use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI.

3. Without unreasonable delay following discovery of a Breach, pursuant to the HITECH Breach Notification Rule, report any Breach to the applicable local SCDMH Privacy Officer.

4. Ensure that its agents, including subcontractors, to whom the PHI is provided, or created or received on behalf of SCDMH, protect the PHI, including Breach notification, in the same manner and method as BAQSO is required to do by this Agreement.

5. Provide access to the PHI as requested by SCDMH, including to an individual as directed by SCDMH, to meet the requirements of 45 C.F.R., 164.524 providing patient/client right to access and copy their PHI.

6. Amend PHI as directed or agreed to by SCDMH pursuant to 45 C.F.R. §164.526.

7. Make available its practices, policies, procedures and records, related to PHI use and disclosure, to SCDMH, or the Department of Health and Human Services for purposes of determining SCDMH compliance with HIPAA.

8. Document disclosures of PHI and information related to such disclosures, as required for SCDMH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

9. Provide to SCDMH or an individual as directed by SCDMH, information to permit SCDMH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.

10. *[Applies to SCDMH Alcohol & Drug treatment program PHI]* Resist efforts in judicial proceedings to obtain PHI as expressly provided for in Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

11. SCDMH may terminate this Agreement if it determines that BAQSO has violated any material term.

12. Upon termination of this Agreement for any reason, the BAQSO will return or destroy the PHI received or created under this Agreement. This provision applies to PHI in the possession of subcontractors or agents of the BAQSO. If BAQSO determines that returning or destroying the PHI is infeasible, the BAQSO will notify SCDMH of the conditions that make return or destruction infeasible and extend the protections of this Agreement to such PHI, and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, for as long as the BAQSO maintains the information.

BAQSO Signature	Printed Name	Title	Date
	John J. Tecklenburg	Mayor	4/12/16

SCDMH BA/QSOA Sept 2013

EXHIBIT D
IRAN DIVESTMENT ACT OF 2014
(S.C. Code ANN §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov//PS/PS-iran-divestment.phtm(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature)	State Vendor No.
Printed Name and Title of Person Signing John J. Tecklenburg Mayor	Date Executed 4/12/16

EXHIBIT E

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	*State Vendor No.*
By (Authorized Signature)	*Date Executed* 4/12/16
Printed Name and Title of Person Signing John J. Tecklenburg	*[Not used]*

JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

February 23, 2017

Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

**Re: POLICE DEPARTMENT - AMENDMENT
AGREEMENT BETWEEN CHARLESTON DORCHESTER MENTAL HEALTH CENTER AND CHARLESTON POLICE DEPARTMENT**

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on February 14, 2017, approved an Amendment to renew an Agreement wherein Charleston Dorchester Mental Health Center (CDMHC) and Charleston Police Department "CPD) will assign a full time mental health professional to CPD to provide mental health services to children and families who have been effected by or witnessed domestic violence. The City will pay $20,000 annually and provide office space at 180 Lockwood Blvd. and a vehicle for the CDMHC counselor. This is the first renewal of a potential four renewals provided in the original agreement. The original agreement provided for $10,000 annually. This amendment increases the annual amount to $20,000.

Enclosed please find a copy of the Amendment for your records. By copy of this letter, one original Amendment will be sent to Steve Ruemelin. One original Amendment will be retained in the Clerk of Council's office.

Sincerely,

Vanessa Turner Maybank

Vanessa Turner Maybank
Clerk of Council

Enclosure: As Stated

c: Chief Greg Mullen *(w/o documents)*
Steve Ruemelin *(w/one (1) original document)*
Joleen Deames *(w/o documents)*

10.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Steve Ruemelin DEPT. CPD

SUBJECT: AMENDMENT TO AGREEMENT BETWEEN CHARLESTON DORCHESTER MENTAL HEALTH CENTER AND CPD.

REQUEST: APPROVE AN AMENDMENT TO RENEW AGREEMENT WHEREIN CDMHC WILL ASSIGN A FULL TIME MENTAL HEALTH PROFESSIONAL TO CPD TO PROVIDE MENTAL HEALTH SERVICES TO CHILDREN AND FAMILIES WHO HAVE BEEN EFFECTED BY OR WITNESSED DOMESTIC VIOLENCE. THE CITY WILL PAY $20,000 ANNUALLY AND PROVIDE OFFICE SPACE AT 180 LOCKWOOD BLVD. AND A VEHICLE FOR THE CDMHC COUNSELOR. THIS IS THE FIRST RENEWAL OF A POTENTIAL FOUR RENEWALS PROVIDED IN THE ORIGINAL AGREEMENT. THE ORIGINAL AGREEMENT PROVIDED FOR $10,000 ANNUALLY. THIS AMENDMENT INCREASES THE ANNUAL AMOUNT TO $20,000.

COMMITTEE OF COUNCIL: _____ DATE: _____

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	X			
Chief of Police	X			

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div: _____ Account #:: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Contract No.: N/A

CONTRACT AMENDMENT No. ONE

BETWEEN

CHARLESTON DORCHESTER MENTAL HEALTH CENTER

AND

CITY OF CHARLESTON POLICE DEPARTMENT

WHEREAS, by contract, , made this ~~28th~~ 16th day of ~~November, 2016,~~ February 2017 by and between the South Carolina Department of Mental Health, Charleston Dorchester Mental Health Center, hereinafter referred to as "CDMHC", and the City of Charleston Police Department, hereinafter referred to as "City."

WHEREAS, "CDMHC" and "City" entered into a contract dated the 27th day of January, 2016. A copy of which is attached; and

WHEREAS, the "CDMHC" and "City" desire to make certain amendments to their said contract.

The parties to this contract agree as follows:

EFFECTIVE: 1st day of January, 2017.

I. RESPONSIBILITIES OF CDMHC:

Section I-J of the contract shall be replaced, in its entirety, to the following:

"J. Optional Payment Provisions (Designate one option by initialing):

_____ CDMHC agrees to invoice the City a flat rate of $20,000 annually in one lump-sum payment for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

_____ CDMHC agrees to invoice the City $20,000 annually in two equal payments of $10,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

DSB CDMHC agrees to invoice the City $20,000 annually in four equal payment sof $5,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur."

II. RESPONSIBILITIES OF THE CITY:

Section II-C shall be replaced, in its entirety, to the following:

"C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of $20,000 for services under this agreement, payable within 90 days, upon receipt of a valid invoice. Payment shall be mailedto: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414."

IV. TERM:

A. The term of this agreement shall be extended through December 31, 2017, and may be renewed for an additional three years upon mutual written agreement by the parties.

NOW THEREFORE, the referenced contact is amended as specified above provided all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

CITY OF CHARLESTON

BY: _____
John J. Tecklenburg, Mayor

DATE: 2/16/17

SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH
Charleston Dorchester Mental Health Center

BY: _____
Deborah S. Blalock, M.Ed., L.P.C.S.

DATE: 01/13/17

State of South Carolina
Department of Mental Health

MENTAL HEALTH COMMISSION:
Alison Y. Evans, PsyD, Chair
Joan Moore, Vice Chair
Beverly Cardwell
Bob Hiott, MEd.
Everard Rutledge, PhD
J. Buxton Terry
Sharon L. Wilson
STATE DIRECTOR
John H. Magill

Charleston Dorchester
Mental Health Center
2100 Charlie Hall Boulevard
Charleston, SC 29414
Information: (843) 852-4100
Deborah Shogry Blalock, MEd, LPCS, Executive Director

January 17, 2017

Chief Gregory Mullen
180 Lockwood Drive
Charleston, S.C. 29403

Dear Chief Mullen:

Enclosed are two copies of the proposed amendment to extend our contract for a mental health counselor for victims of domestic violence. If you concur with the terms, please have both copies executed, and return one original to me as soon as possible. You may keep the other original for your records.

If you have any questions, please feel free to contact me at (843) 212-8981 or via email at dsw01@scdmh.org.

Thank you for your assistance.

Sincerely,

Diane Welsch

Diane Welsch, M.B.A.
Contracts/Finance

JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

December 1, 2017

Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

**Re: POLICE DEPARTMENT
AMENDMENT TO AGREEMENT BETWEEN CHARLESTON DORCHESTER MENTAL HEALTH CENTER AND CPD**

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on November 13, 2017, approved an Amendment to renew an agreement wherein Charleston Dorchester Mental Health Center has assigned a full time mental health professional to CPD to provide mental health services to children and families who have been affected by or witnessed domestic violence. The City pays $20,000 annually, provides office space at 180 Lockwood Blvd. and a vehicle for the CDMHC counselor. This is the second renewal of a potential four renewals provided in the original agreement. This will be included in the 2018 budget.

Enclosed please find an original of the Agreement for your records. By copy of this letter, I am returning two originals to Steve Ruemelin. One original will be retained in the Clerk's office.

Sincerely,

Vanessa Turner Maybank
Clerk of Council

Enclosure: As Stated

c: Chief Taylor *(w/o documents)*
Matt Frohlich *(w/o documents)*
Steve Ruemelin *(w/two (2) original document)*

Contract No.: N/A

CONTRACT AMENDMENT No. TWO

BETWEEN

CHARLESTON DORCHESTER MENTAL HEALTH CENTER

AND

CITY OF CHARLESTON POLICE DEPARTMENT

WHEREAS, by contract, , made this 3rd day of October, 2017, by and between the South Carolina Department of Mental Health, Charleston Dorchester Mental Health Center, hereinafter referred to as "CDMHC", and the City of Charleston Police Department, hereinafter referred to as "City."

WHEREAS, "CDMHC" and "City" entered into a contract dated the 27th day of January, 2016. A copy of which is attached; and

WHEREAS, the "CDMHC" and "City" desire to make certain amendments to their said contract.

The parties to this contract agree as follows:

EFFECTIVE: 1st day of January, 2018.

I. RESPONSIBILITIES OF CDMHC:

Section I-J of the contract shall be replaced, in its entirety, to the following:

"J. Optional Payment Provisions (Designate one option by initialing):

_____ CDMHC agrees to invoice the City a flat rate of $20,000 annually in one lump-sum payment for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

_____ CDMHC agrees to invoice the City $20,000 annually in two equal payments of $10,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

DSB CDMHC agrees to invoice the City $20,000 annually in four equal payment sof $5,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur."

II. RESPONSIBILITIES OF THE CITY:

Section II-C shall be replaced, in its entirety, to the following:

"C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of $20,000 for services under this agreement, payable within 90 days, upon receipt of a valid invoice. Payment shall be mailedto: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414."

IV. TERM:

A. The term of this agreement shall be extended through December 31, 2018, and may be renewed for an additional two years upon mutual written agreement by the parties.

NOW THEREFORE, the referenced contact is amended as specified above provided all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

CITY OF CHARLESTON

BY: _____
John J. Tecklenburg, Mayor

DATE: 11/15/17

SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH
Charleston Dorchester Mental Health Center

BY: _____
Deborah S. Blalock, M.Ed., L.P.C.S.

DATE: 10/17/17

8.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC ARTS COMMISSION

REQUEST: To accept a grant in the amount of $31,260 from SC Arts Commission for general operating support (7/1/2020 to 6/30/2021).

COMMITTEE OF COUNCIL: W&M **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	Scott Watson 8/10/2020	☐
Grants Manager	X	☐	Pherrie-Ann Podo	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

A 3:1 City match is required. Matching funds will come from FY20 budget appropriation.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Watson, Scott

From:	SC Arts Commission Grants Team <administrator@grantinterface.com>
Sent:	Thursday, July 23, 2020 5:02 PM
To:	Watson, Scott
Subject:	FY21 Operating Support - General - Group 2 (App FY21) Grant Award Notification

CAUTION This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Scott Watson:

Congratulations! The South Carolina Arts Commission has approved funding for City of Charleston-Cultural Affairs's FY21 Operating Support - General - Group 2 (App FY21) grant application in the amount of $31,260.00.

Your Contract, Pay Request(s), Final Report, and any other required materials - known as "Follow Ups" - will be managed in our online grants management system. You will receive an email notification from administrator@grantinterface.com when your Contract Follow Up is ready. (You will **not** receive a paper contract packet in the mail.) Your FY21 grant contract will be available in August after FY20 final reports are due.

Important Note: Our main form of communication with you is email. Our records show that you are the contact for this grant and your email address is watsons@charleston-sc.gov. As a recipient of SCAC funds, it is your responsibility to notify us of changes to this contact information or any other information related to this grant.

Signing up for Electronic Payment/Direct Deposit through the South Carolina State Treasurer's Office:

This link will take you to their website where you will find all the information and forms you need to sign up for receiving electronic payments.

http://treasurer.sc.gov/what-we-do/for-businesses/electronic-payment-information/

Please note: This process is done completely through the South Carolina State Treasurer's Office. We are not able to process any of their forms.

Please refer to our FAQ web page for other instructions and helpful hints about managing your grant in the online system. If you have any questions, please contact the Grants team (grants@arts.sc.gov | 803.734.8695).

We look forward to contributing to the success of your funded activities.

Sincerely,
South Carolina Arts Commission

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC ARTS COMMISSION

REQUEST: To accept a grant in the amount of $10,000 from SC Arts Commission for a sub-granting program (7/1/2020 to 6/30/2021). This is the renewal of an annual award to fund the Lowcountry for Quarterly Arts Program administered by the Office of Cultural Affairs.

COMMITTEE OF COUNCIL: W&M **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	Scott Watson 8/10/2020	☐
Grants Manager	X	☐	Cherrie Ann Slater	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

A 1:1 City match is required. Matching funds will come from budgeted FY20 CASAT grant and private donations.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

From: SC Arts Commission Grants Team
To: Watson, Scott
Subject: FY21 Subgranting Grant Award Notification
Date: Tuesday, July 14, 2020 4:02:39 PM

This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Scott Watson:

Congratulations! The South Carolina Arts Commission has approved funding for City of Charleston-Cultural Affairs's FY21 Subgranting grant application in the amount of $10,000.00.

Your Contract, Pay Request(s), Final Report, and any other required materials - known as "Follow Ups" - will be managed in our online grants management system. You will receive an email notification from administrator@grantinterface.com when your Contract Follow Up is ready. (You will **not** receive a paper contract packet in the mail.)

Important Note: Our main form of communication with you is email. Our records show that you are the contact for this grant and your email address is watsons@charleston-sc.gov. As a recipient of SCAC funds, it is your responsibility to notify us of changes to this contact information or any other information related to this grant.

Signing up for Electronic Payment/Direct Deposit through the South Carolina State Treasurer's Office:

This link will take you to their website where you will find all the information and forms you need to sign up for receiving electronic payments.

https://treasurer.sc.gov/what-we-do/for-businesses/electronic-payment-information/

Please note: This process is done completely through the South Carolina State Treasurer's Office. We are not able to process any of their forms.

Please refer to our [illegible] page for other instructions and helpful hints about managing your grant in the online system. If you have any questions, please contact the Grants team (grants@arts.sc.gov | 803.734.8696).

We look forward to contributing to the success of your funded activities.

Sincerely,
South Carolina Arts Commission

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC PRT TOURISM ADVERTISING GRANT PROGRAM

REQUEST: To accept a grant in the amount of $5,415 from SCPRT's TAG program for Festival advertising (7/1/2020 to 6/30/2021).

COMMITTEE OF COUNCIL: W&M **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	Scott Watson 8/10/2020	☐
Grants Manager	X	☐	Therese-Ann Gafa	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

A 2:1 City match is required. Matching funds will come from corporate sponsorship and private donations.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

South Carolina
Just right.

Project Agreement

2020-2021 Tourism Advertising Grant

South Carolina Department of Parks, Recreation, and Tourism

Organization:	City of Charleston Office of Cultural Affairs	**Vendor #:**	
Project Name:	City of Charleston Office of Cultural Affairs	**Project #:**	2021013
Project Director:	John J Tecklenburg	**PRT Contact:**	Becky Burns
Phone:	(843)720-3885	**Phone:**	(803)734-0450
Fax:		**Fax:**	()
Email:		**Email:**	bburns@scprt.com

TAG Funds Approved: $5,415.00
Applicant Spend Requirement: $16,409.09

Start-Up Date: July 01, 2020
Completion Date: June 30, 2021
Match Rate: 33 %

County	Approved Items
Charleston	Television
	Radio
	Digital - Paid Search
	Digital - Display

ITEMS REQUIRE APPROVAL BY YOUR PRT COORDINATOR PRIOR TO ANY PRODUCTION.

I, the undersigned, certify that I will administer the Tourism Advertising Grant (TAG) Project as outlined in the TAG Guidelines and further agree that these monies will be expended only for those items approved for funding as indicated above. In addition, expenditures and activities associated with this project will be in accordance with all federal and state laws pertaining to non-discrimination based on race, color, religion, sex, national original, age, or physical handicap.

Signature of Project Director

Becky Burns

Becky Burns, Industry Relations Manager

75 Calhoun ST
Charleston, SC 29401

7/31/20

Date

OFFICIAL DOCUMENT

11.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH ARTS

REQUEST: To accept a grant in the amount of $1,750 from South Arts to support fees for visiting artists for Free Verse Festival in October 2020.

COMMITTEE OF COUNCIL: W&M **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	Scott Watson 8/10/2020	☐
Grants Manager	X	☐	Therese-Ann Rio	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

A 1:1 City match is required. Matching funds will come from private donation.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Watson, Scott

From: Nikki Estes <NEstes@Southarts.org>
Sent: Friday, June 5, 2020 9:05 AM
To: Watson, Scott
Subject: South Arts Grant Notification

CAUTION This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

SOUTH ARTS

June 05, 2020

Scott Watson
City of Charleston Office of Cultural Affairs
75 Calhoun Street
Suite 3800
Charleston, SC 29401

Grant: 5919

Dear Scott,

Congratulations! On behalf of the South Arts Board of Directors and staff, I am pleased to inform you that **City of Charleston Office of Cultural Affairs** has been awarded a **Literary Arts Touring** grant in the amount of **$1,750.00** to support the engagement of **Beth Ann Fennelly** for the public reading(s) and educational component during the period of **10/11/2020** through **10/13/2020.**

The panel carefully considered each grant application and South Arts will fund 11 applications which will support engagements by Southern writers and projects that involve underserved presenters, audiences, and communities. These grants demonstrate South Arts' commitment to serving artists in the South – impacting their careers and helping them to succeed working and living in the region. We remain committed to supporting impactful arts-based programs that respond to the needs of communities. We are pleased to support your project which aligns with both of these goals.

Also, we know that these are unprecedented times and recognize the challenges that you are facing at this moment. Because South Arts is committed to supporting the Southern arts community, we will remain flexible about necessary project changes due to the pandemic and so please be in touch with us if you need to request a change. Also, South Arts will automatically be sending out an advance payment for 50% of your grant award in July to support your funded project.

GRANT TERMS AND CONDITIONS

By submitting your grant application, you agreed to comply with the **Grant Terms and Conditions**. Your application submission and acceptance of this grant award now serve as an agreement, a legally binding contract, between City of Charleston Office of Cultural Affairs and South Arts. We encourage you to revisit the terms to ensure your compliance. NOTE: There is no contract to sign and return (you provided an electronic signature on your application).

INSTRUCTIONS FOR GRANT COMPLIANCE

Please carefully read and follow the instructions in the "Manage Your Grant" section of our website. Also please know that South Arts has a new logo which must be used along with our funding partner's logo - the National Endowment for the Arts. If you do not comply as specified, your organization could risk losing grant funding and future funding eligibility.

We are required to collect and report activity locations from grantees. For this grant, you will need to provide the location (i.e., street address, city, state, and zip code) for EACH activity supported by these grant funds in the Final Report Form. Please plan for this requirement so that you are able to complete your report. **Grant funds will not be processed if you fail to provide the requested data.**

If you have any questions or need to make changes to your engagement, please contact Nikki Estes, Program Director, at 404-874-7244 ext. 16 or nestes@southarts.org. Also, contact Nikki if you wish to receive panel comments and staff feedback on your application.

We are wishing you the best as you navigate through these uncertain times and know that the arts and your work will be more vital than ever during the recovery months. Again, congratulations on your grant award!

Suzie Surkamer

Suzette M. Surkamer
Executive Director

1800 PEACHTREE STREET NW . SUITE 808 | ATLANTA . GEORGIA 30309
PHONE 404.874.7244 | FAX 404.873.2148 | WWW.SOUTHARTS.ORG

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – NATIONAL ENDOWMENT FOR THE ARTS

REQUEST: To apply for grant in the amount of $20,000 from the National Endowment for the Arts to support centralized promotion of the arts In Charleston (7/1/2021 to 6/30/2022).

COMMITTEE OF COUNCIL: W&M **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	Scott Watson 8/10/2020	☐
Grants Manager	X	☐	Therese Ann Cobb	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

A 1:1 City match is required. Funds will come from corporate sponsorship and private donations.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Applicant Information

Tracking Number: GRANT13164538

Application #: 1885736

Date: 07-22-2020 10:02 AM

Application Information

Category	Grants for Arts Projects
Name	City of Charleston, South Carolina

Organization Information

NEA Discipline for Proposed Project
Local Arts Agency

Legal/IRS Name (per your IRS Determination Letter) *
City of Charleston, South Carolina

Popular Name (if different)
City of Charleston Office of Cultural Affairs

Briefly summarize the mission of your organization. *

To promote and foster artistic expression and cultural participation, enhancing the quality of life for Charleston's citizens regardless of social, economic or physical considerations. OCA provides access to the arts, producing and supporting programs that educate, inform and inspire through cultural activities that celebrate creativity and diversity, that contribute to ongoing regional economic development and that underscore Charleston's reputation as an international cultural destination.

Briefly summarize the background/history of your organization:

The City of Charleston Office of Cultural Affairs annually presents through the Piccolo Spoleto and MOJA Arts Festivals, alongside programming at City Gallery and the Cannon Street Arts Center, a varied program that includes visual arts exhibitions, performances of classical music, jazz, dance, theatre, and choral music, in addition to cultural events and community celebrations, poetry readings, children's activities, craft shows, and film screenings.

The OCA prioritizes accessibility for both artists and performers, presenting professional work of the highest standard, while ensuring that nearly half of its initiatives events are admission-free, and the balance are offered at affordable ticket prices. In addition, the Office of Cultural Affairs partners with a range of community organizations to offer outreach tickets to underserved communities in the Charleston area.

Founded in 1977, the City of Charleston Office of Cultural Affairs continues to work closely with an engaged group of volunteers from the Charleston arts community. The working group of arts professionals who serve as volunteer program coordinators for the OCA now numbers nearly one hundred, with each specializing in a particular discipline, genre or period.

Organization Budget

	Most Recently Completed FY	Previous FY	Two FYs Prior
FY End Date (MM/DD/YYY)	12/31/2019	12/31/2018	12/31/2017
Income:			
Earned	$1,269,704	$1,290,723	$1,202,488
Contributed	$721,576	$605,409	$631,665
Total Income	$1,991,280	$1,896,132	$1,834,153
Expenses:			
Artisitic Salaries	$685,807	$891,466	$881,466
Production / Exhibition / Service	$553,877	265079.00	$244,100
Administrative Expenses	$751,596	$739,567	$708,587
Total Expenses	$1,991,280	$1,896,112	$1,834,153
Operating Surplus and Deficit	$0	$20	$0

In the space below, discuss the fiscal health of your organization. In addition, you must explain: 1) any changes of 15% or more in either your income or expenses from one year to the next, and 2) plans for reducing any deficit (include the factors that contributed to the deficit and its amount). *

Our fiscal health is in peril, given that much of our annual appropriation is reliant on accommodations and hospitality taxes. Given the disruption of COVID-19, we anticipate declining revenues with increased needs for support.

Programming Activity

Year 1 * 2017-2018

Representative Examples Year 1 *

- NEA Big Read of Citizen: An American Lyric by Claudia Rankine
- MOJA Arts Festival presentation of *Fences* by August Wilson, produced by Art Forms & Theatre Concepts
- MOJA Arts Festival presentation of Duke Ellington's *Sacred Concerts* at the Charleston Gaillard Center
- MOJA Arts Festival Exhibition, Libation, featuring work of afro-futurist Cedric Umoja

Half-week residency with Ronald K. Brown/EVIDENCE, A Dance Company, culminating in a public workshop and performance at Gadsden's Wharf, future site of the International African American Museum
- Literary Corner with Kwame Alexander
- Ranky Tanky Homecoming at Charleston's Historic Dock Street Theatre
- City Gallery exhibition, conNECKted: Imaginings for Truth and Reconciliation, with Charleston Rhizome Collective and Alternate Roots
- City Gallery Exhibition, A Dialogue in Black and White, involving 60 local artists

Year 2 *

2018-2019

Representative Examples Year 2 *

- Presentation of Lynn Nottage's *Sweat* produced by PURE Theatre
- MOJA Arts Festival Reggae Block Dance with The Dubplates and Future Fambo
- Red Rice Day community celebration with Black food activist KJ Kearney
- Concert presentation of works by contemporary composer John Luther Adams
- MOJA Arts Festival Literary Corner with Tayari Jones
- City Gallery exhibition, Southbound: Photographs Of and About the New South

Year 3 *

2019-2020

Representative Examples Year 3 *

- Quiana Parler and Friends at Memminger Auditorium in coordination with Association for the Study of African American Life and History
- Black Ink: The Charleston African-American Book Festival at Memminger Auditorium with keynote by Nikki Giovanni
- PURE Theatre production of Choir Boy for MOJA Arts Festival
- Soul in the Garden with Zandrina Dunning and Christian Smalls at the Gibbes Museum of Art
- City Gallery exhibition, HBCUs: Creating Power Through Education, featuring commissioned artwork of Synthia Saint James
- Free Verse Poetry Festival with guest artists Jericho Brown and Andrea Gibson
- City Gallery exhibition, Mary Whyte: We The People - Portraits of Veterans in America
- ECOS Oral Histories of the Lowcountry Latinx Community exhibition at Cannon Street Art Center

Project Information

NEA Discipline for Proposed Project *

Local Arts Agency

Project Title *

To support CharlestonArts.org 2.0 reboot of centralized marketing and promotion

ProjectSummary *

In the wake of COVID-19-related disruption, the City of Charleston Office of Cultural Affairs seeks to recalibrate its online presence and services for centralized marketing and promotion of the arts and culture.

The intended project anticipates a fully integrated effort for a centralized calendar of arts events (both in-person and virtual), online ticketing, and reliable platforms for digital streaming and remote participation.

It has been clear that in the first half of 2020, many smaller arts groups and underserved cultural communities have been abandoned due to the Coronavirus pandemic. The intent of this proposed platform is to grow resiliency and advance a progressive profile for those constituents who would otherwise not be represented.

Project Description *

This application responds to the undeniable reality that in the next fiscal year our arts constituents will face unresolvable challenges and unprecedented obstacles.

The proposed re-boot of the City of Charleston Office of Cultural Affairs' centralized digital promotion and online ticketing anticipates reduced administrative capacity on the part of local not-for-profit cultural groups, while equally recognizing that a coherent, inclusive marketing effort for arts and culture will be all the more essential in a time of disruption and displacement.

Efforts to be undertaken through this year-long project include:

- Provision of access to centralized online ticketing with attendant support for email marketing and social media promotion
- Increased investment in digital assets that position Charleston as a year-round destination for cultural tourism
- Elimination of bars to participation for underserved arts and cultural populations through direct engagement to generate promotional content and advocacy tools
- Realignment of available resources to favor year-round promotion of the arts, rather than destination/Festival-anchored initiatives reliant on large-scale public assembly

---

Selection of Key Organizational Partners:

This project will be directed by the City of Charleston Office of Cultural Affairs.

Selection of Key Individuals: *

Scott Watson is the Director of the City of Charleston Office of Cultural Affairs. Mr. Watson manages and directs all activities of the Office of Cultural Affairs, which produces, directs, and administers City-sponsored festivals, events and arts programs. Mr. Watson assists the Mayor with developing and defining City arts policy and strategic planning. He also acts as a liaison to Charleston's arts and cultural groups, develops strategies for arts education programs in partnership with Charleston County Schools and other partners. His past professional experience includes work for national and international cultural institutions, including Brooklyn Academy of Music, Lincoln Center, Harlem Stage, NJPAC, and The Kennedy Center.

Name	Description	Proposed or committed?
Scott Watson, City of Charleston Office of Cultural Affairs	Scott Watson is the Director of the City of Charleston Office of Cultural Affairs. Mr. Watson manages and directs all activities of the Office of Cultural Affairs, which produces, directs, and administers City-sponsored festivals, events and arts programs. Mr. Watson assists the	Committed

Mayor with developing and defining City arts policy and strategic planning. He also acts as a liaison to Charleston's arts and cultural groups, develops strategies for arts education programs in partnership with Charleston County Schools and other partners. His past professional experience includes work for national and international cultural institutions, including Brooklyn Academy of Music, Lincoln Center, Harlem Stage, NJPAC, and The Kennedy Center.

Project Start Date *

7/1/2021

Project End Date *

6/30/2022

Describe the significant dates in the project *

Project will be contained to one fiscal year

Performance Measurement *

Independent collection and assessment of data is proposed.

Intended Audience/Participants/Community. Who will benefit from the project and how? *

Focus on effort circles around traditionally underserved communities.

Discipline-Specific Item 1

Discipline-Specific Item 2

Discipline-Specific Item 3

Project Budget

Project Expenses

DIRECT COSTS: SALARIES & WAGES

Title and/or Type of Personnel	Number of personnel	Annual or Average Salary Range	% of time devoted to this project	Amount
		$		
		$		

$

$

$

$

$

Total Salaries and Wages $0

FRINGE BENEFITS $0

Total Salaries and Fringe Benefits $0

DIRECT COSTS: TRAVEL

# of travelers	From	To	Amount

Total Travel Expenses $0

DIRECT COSTS: OTHER

Description	Amount
Digital design and asset development	$25,000
Copywriting and marketing tools	$5,000
OvationTix licensing	$2,500
Video production and webhosting	$5,000
Evalution survey and analytics	$2,500
	$0
	$0

	$0
	$0
	$0
	$0
	$0
	$0
	$0
Total Other Expenses	$40,000
TOTAL DIRECT COSTS	$40,000
INDIRECT COSTS (if applicable)	
Federal Agency	
Rate Agency (.0000)	0.00
Base	$0
TOTAL INDIRECT COSTS	

Project Income

Cash Project Income		In-kind Project Income	
Description	**Amount**	**Description**	**Amount**
Arts Commission	$10,000		
Donnelley Foundation	$10,000		
		Total in-kind	$0

Total Cash $20,000

Amount Requested from the NEA
$20,000

Total Cost Share/Match for this project (Total CASH + Total IN-KIND)
$20,000

TOTAL PROJECT INCOME (Total Cost Share / Match + Amount Requested from NEA)
$40,000

TOTAL PROJECT COSTS/EXPENSES (Total Direct Costs + Total Indirect Costs)
$40,000

Additional Project Budget Notes (Optional): Provide information to clarify any line item included in the project budget.

Uploaded Docs - Work Samples

Support Material	Title	Description
Scott Watson Work Samples.pdf	City of Charleston OCA	Example

Organization & Project Information

Applicant Organization Discipline: Select the primary discipline that is most relevant to your organization and, optionally, up to two additional disciplines. This refers to the primary artistic emphasis of your organization. *

- Local Arts Agency

Applicant Organization Description: Select the primary description that is most relevant to your organization *

- Government

Does your organization have a disaster preparedness plan (i.e., plans to handle disasters and emergencies such as floods, hurricanes, and man-made disasters)?

- Yes

Project Activity Type: *

- Marketing

Race/Ethnicity (choose all that apply)

Asian
- Black or African American
- Hispanic or Latino
- White

Age Ranges (choose all that apply)

- Children/Youth (0-17 years)
- Young Adults (18-24 years)
- Adults (25-64 years)
- Older Adults (65+ years)

Underserved/Distinct Groups (choose all that apply)

- Individuals with Disabilities
- Individuals below the Poverty Line
- Individuals with Limited English Proficiency
- Military Veterans/Active Duty Personnel
- Youth at Risk

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COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH ARTS

REQUEST: To apply for a grant from South Arts to support resilience in the arts in Charleston for the twelve-month period of September 2020 to August 2021.

COMMITTEE OF COUNCIL: W&M **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	Scott Watson 8/10/2020	☐
Grants Manager	X	☐	Phenie Sanchez	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

Mayor's Signature: _____ **John J. Tecklenburg, Mayor**

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

South Arts - South Arts Resilience Fund

City of Charleston Office of Cultural Affairs

Application #EmFund20S_0040

Primary Contact:	Scott Watson
Phone:	(843) 720-3885
Email:	watsons@charleston-sc.gov

Applicant Profile

Legal Name	City of Charleston Office of Cultural Affairs
Address	75 Calhoun Street Suite 3800 Charleston, South Carolina 29401 UNITED STATES
Telephone	(843) 720-3885
Primary Contact	Scott Watson Phone: (843) 720-3885 Email: watsons@charleston-sc.gov
FEIN / TAX ID	57-6000226

South Arts - South Arts Resilience Fund
City of Charleston Office of Cultural Affairs
Application #EmFund20S_0040

Primary Contact: Scott Watson
Phone: (843) 720-3885
Email: watsons@charleston-sc.gov

About Your Organization

Organization Name
City of Charleston Office of Cultural Affairs

Organization Website
charlestonarts.org

Organization Phone Number
8437247305

Organization Mailing Address
75 Calhoun Street, Suite 3800
Charleston, SC 29401

Organization Physical Address

The following questions are only required if your organization is a department of a university or a unit of government

Name of parent organization
City of Charleston

Address of parent organization
116 Meeting Street
Charleston, SC 29401

Upload a document on your parent organization's letterhead and signed by an authorizing official affirming your ability to apply for and execute the activities within this proposal
Letter_for_SouthArts.pdf

The following questions are required for all applicants.

Organization Federal Employee ID Number
57-6000226

Name of the person completing this application
Scott Watson

Job title of the person completing this application
Director of Cultural Affairs

Email address of the person completing this application
watsons@charleston-sc.gov

Phone number of the person completing this application
8435097352

Name of the chief executive or other primary leader of the organization
John J. Tecklenburg

Job title of the chief executive or other primary leader of the organization
Mayor

Email address of the chief executive or other primary leader of the organization
TecklenburgJ@charleston-sc.gov

Phone number of the chief executive or other primary leader of the organization
8437243737

Organization mission statement
The City of Charleston Office of Cultural Affairs strives to promote and foster artistic expression and cultural participation, enhancing the quality of life for Charleston's citizens regardless of social, economic or physical considerations. The OCA provides access to the arts, producing and supporting programs that educate, inform and inspire through cultural activities that celebrate creativity and diversity, that contribute to ongoing regional economic development and that underscore Charleston's reputation as an international cultural destination.

Please provide a brief history of your organization
Established in 1977, The City of Charleston Office of Cultural Affairs (OCA) is responsible for providing access to the arts for all citizens. It advocates the work of local artists, performers, and writers; supports and serves as the municipal interface/convening agency for local arts organizations; and maintains partnerships with Charleston County Schools to provide arts education opportunities and facilitate City-sponsored special events and youth outreach programs.

The OCA's largest project, Piccolo Spoleto, was launched in 1979 to complement the international scope of Spoleto Festival USA by showcasing artists and performers from the Southeast over the course of its 17-day schedule; it offers an exhilarating mix of visual arts, music, dance, theater, and ethnic cultural presentations, providing broad access to the Spoleto experience, as well as a venue to present over 3,500 artists in some 500 events to an audience of 180,000 of all ages, ethnicities, economic strata, and educational backgrounds.

Established in 1979 to celebrate African-American and Caribbean arts and culture, the MOJA Arts

Festival (originally called The Charleston Black Arts Festival) is an annual 11-day series of visual arts, classical music, theater, poetry, storytelling, dance, jazz, gospel, rhythm and blues, children's activities, and traditional crafts for an audience of 50,000. Presented each fall, MOJA celebrates cultural harmony within the community and encourages participation in and access to a rich variety of traditional arts and cultures, as well as educational programs.

The Office of Cultural Affairs additionally produces the annual Free Verse Poetry Festival, curated by Charleston's inaugural Poet Laureate, Marcus Amaker, inviting both leading regional and national poets to the Lowcountry, and facilitating a comprehensive platform of poetry-based educational workshops, public art initiatives, and interdisciplinary offerings.

The Office of Cultural Affairs manages and directs both City Gallery, overlooking Charleston's Waterfront Park, with an annual program of six exhibitions drawing annual attendance of over 15,000 visitors, and the newly launched Cannon Street Arts Center, which provides 1,500 square feet of community exhibition space with an intimate 130-seat theatre set in the former sanctuary of a mid-century church built in 1964 in a downtown neighborhood.

The OCA provides both ongoing advocacy and centralized promotion for the arts in Charleston, and manages multiple websites and social media channels to provide visibility for the arts across a tri-county region, and the OCA partners with the City of North Charleston in administering the Lowcountry Quarterly Arts Grants Program of the South Carolina Arts Commission, providing small grants to Lowcountry artists and arts organizations.

City of Charleston Office of Cultural Affairs staff is actively engaged locally, regionally and nationally, including participation in informal and official peer networks across South Carolina, in conjunction with the Gullah/Geechee Cultural Heritage Corridor, through South Arts, and with Americans for the Arts.

What were your organization's expenses in your most recently completed fiscal year?
$1991280.00

Upload your IRS Form 990 (or, for departments within a larger entity, your department's budget with actual expenses) from your most recently completed fiscal year
2019_actuals.xlsx

Does your organization have an Emergency Preparedness or Readiness Plan?
Yes

South Arts - South Arts Resilience Fund

City of Charleston Office of Cultural Affairs

Application #EmFund20S_0040

Primary Contact: Scott Watson
Phone: (843) 720-3885
Email: watsons@charleston-sc.gov

Application Narrative

Provide a brief synopsis of your proposal and activities.
The City of Charleston OCA intends to increase its capacity and enhance its resiliency by moving from a traditional arts presenter mode of Festival production to a more agile and engaged year-round approach, investing in developing and advancing projects for its main Festival platforms. Attendant to this effort are initiatives to create new points of accessibility, including expansion of digital and virtual resources, and an intention to be less reliant on ticketed and venue-based experiences.

Prior to COVID-19, please discuss your organization's core programming and work.
The hallmark of the City of Charleston OCA's work and programming has been accessibility and inclusion, which remain primary core values for all of our initiatives. Increasingly, both to avoid redundancy with what is already being supported by our local arts constituents and to engage in a more sustainable and predictable cycle of year-to-year reinvigoration, the OCA has intentionally committed to projects that highlight the work and vision of artists who serve as agents of change and thought leaders actively engaged in discourse and social dialogue. That is not to say that the OCA's Festivals no longer have room for a specialist performance in Baroque organ or a youth orchestra playing Mozart, but the OCA has been committed to ensuring that its offerings also reflect a strong sense of currency and challenge, pushing both audiences and artists to consider new perspectives.

With that said, given the OCA's multidisciplinary focus, these efforts to advance more progressive approaches to art practice and cultural expression remain framed within established "brands" of Festivals that have been presented annually for decades. While there is an inherent advantage for reaching audiences (and leveraging funding) by having well established track records and name recognition, there is also the reality that a "big tent" approach to curation can favor those artforms and aesthetic approaches that have remained dominant generation after generation.

So, prior to the disruption of COVID-19, the City of Charleston OCA was working on shifting some aspects of its role within the local arts community, while attempting to avoid displacement of those longstanding partners who have been critical to the success of the OCA's Festivals in past years. This delicate balance has provided some positive outcomes (including consistent financial stability even for recent autumn Festivals that were impacted by hurricanes and flooding), but has also restrained the OCA from being able to act more boldly and make more significant investment in projects that will have continuing life and greater impact in the sector and in the broader region.

Prior to COVID-19, describe the geographic scope of your organization's constituency as well as your efforts to connect with and serve those constituents.
Historically, the Festivals produced by the City of Charleston OCA and the office's management of City Gallery have served a broad regional pool of artists and audiences. The success of Charleston's cultural tourism model over decades has relied on the overwhelmingly positive response visitors and participating artists have had coming for the annual offerings of Spoleto Festival USA and Piccolo Spoleto, and for the many offerings presented each autumn, including culturally specific events like the MOJA Arts Festival that rely on networks that span the Southeast and also engage national and international participation. The sheer number of choirs, chamber ensembles, visual artists, youth performers, poets, organists, continuing to buskers and roving magicians that travel to Charleston in conjunction with our Festivals and exhibition programs is only rivaled by their consistent desire to return year after year.

By providing a center of gravity for these artists and the audiences that assemble around our Festivals, we have created enduring partnerships and lasting friendships, but we have also perpetuated a model that makes it increasingly difficult for emerging artists and new audiences to participate. Equally, we have reinforced a situation where local and regional artists alike are put in direct competition with one another for access to resources, visibility, and financial gain. While the economic impact indicators are impressive for our local economy, many artists and arts constituents find themselves taking great financial risk with the hope of a positive return and outcome, but without any assurances other than their patterns of performance in past years.

While we certainly make every effort to highlight the year-round work of our local and regional artists through social media and cross-promotion, there is no question that we very much still work on a seasonal cycle of short lead-times amidst great potential for disruption by forces beyond our control. Another constraint of the Festival model is that we have historically had very little ability to assist with projects that might be tourable within the region or that might have outcomes away from the actual calendar of Festival dates. We are aware of the shortcomings and recognize that we could better serve artists and constituents if we had more freedom to work away from the prescribed timeframes of our Festival seasons and designated time periods for gallery-based exhibitions.

Start date of your proposed activities
2020-9-1

End date of your proposed activities
2021-8-31

What does resilience look like for your organization, and how will your organization use funds from the South Arts Resilience Fund to achieve this? If your organization will be pursuing a planning project, please provide any additional steps and processes.
Over the past half-decade, where a named storm or a 1,000-year flood has been an annual occurrence, the OCA had largely been in the habit of considering resilience to be an extension of the City's emergency management, figuring out how to best navigate disruptions, both anticipated weeks ahead and more spontaneously thrust upon us. Perhaps naively, we largely applauded our agility and creativity in dismantling annual Festival events (or adjusting promotional efforts due to evacuations and shut-downs ahead of the dates) and measured our success by whether or not we had incurred a

financial loss. While we are proud of record of keeping people safe and being fiscally responsible, a better model of resilience would recognize that we were working with an "all of our eggs in one basket" approach, in which our only real decision available to be considered was, "Will we go on with the show?"

Based on significant disruption for weather, with the awareness that global climate change will only increase likelihood for further disruption, and drawing on the experiences of the past four and one-half months of COVID-19 challenges, we are now looking at resilience more as a prism through which we can assess strategies and plans, much as we would consider our artistic planning through a lens for diversity, equity and inclusion. It needs to be more of an active mindset, rather than an action plan for a moment of crisis.

In the current year, we have already learned important lessons, including shifting a City Gallery exhibition that was installed mid-March as we entered a stay-at-home order to an entirely digital platform and now preparing to re-open City Gallery on a timed-admission basis for focused exhibitions that are not designed to draw blockbuster crowds, but equally will avoid overwhelming our institutional capacity during the pandemic.

Moving forward, our resiliency assessment is that we are far too disengaged from the actual development and iterative growth of artistic projects, and that we have been simply operating as an armature upon which art can be displayed and presented in the context of a widely promoted Festival construct. Now, facing diminished resources (most government funding for culture in Charleston is through accommodations and hospitality taxes) and artists and arts organizations struggling for survival, we need to consider the prospect of having a Festival platform but far fewer projects or productions to invite for presentation.

As such, our proposal for support from the South Arts Resilience Fund seeks to simultaneously over the course of one year commit to four to six artistic projects already in development by local and regional artists, but not yet at the point of being ready for full production and presentation, and to support the artistic development of these projects through year-round work and support, including strategically planned outcomes and work-in-progress showings as part of our Festival offerings.

We would also seek to invest in video, sound, and computer equipment, which we would traditionally rent, to ensure that we have the tools we need available to us to work in a virtual, remote/distanced mode and to be able to effectively record and livestream performance where appropriate.

Finally, we would work to provide both back-end upgrades to our digital platforms and reconfigure websites and video portals to ensure that we can support a high volume of traffic and real-time participation for streaming and virtual presentations.

These three main areas of investment (pre-presentation development of artistic projects; acquisition of necessary AV and computer items; overhaul and upgrades to web-based platforms) are all areas in which we are currently deficient and that our traditional sources of tourism-based funding would not be eligible to support.
Specifically with regard to proposed artistic projects the City of Charleston OCA would elect to support

the artistic development of the following locally produced theatre pieces:
"Denmark: Every Man Has A Story" by Dr. Ade Ofunniyin, produced by the Gullah Society in partnership with PURE Theatre;
"Toni Stone" by Lydia Diamond, for a fully staged ensemble production produced by PURE Theatre;
"Inner City: The Musical" by Tom O'Horgan, Helen Miller, and Eve Merriam, revived by Art Forms & Theatre Concepts.
The OCA would also plan to partner with Wideman-Davis Dance for a transitional version of Migratuse Ataraxia, as it develops from a site specific work set in an antebellum residence to a touring modular installation-based performance, or alternately with Harambee Dance Company, founded on Johns Island, SC and based in recent years in The Bronx, on a repertoire program set on local dancers anchored by College of Charleston faculty and students who have been workings with Frank and Sandella Malloy over the past year.
Details of these investments in resilience are outlined in the budget section of this application.

In addition to the funds through the South Arts Resilience Fund, what other projects, avenues, funding sources, and/or initiatives will your organization be pursuing on a path to resilience or to support other lessons-learned during the COVID-19 pandemic?
The City of Charleston has recently submitted to the Gaylord and Dorothy Donnelley Foundation its application for renewal of operating support for its current portfolio of Festivals (Piccolo Spoleto, MOJA Arts Festival, Free Verse Poetry Festival), and has indicated in both its 2020 grant reporting and 2021/2022 multi-year application to prioritize resilience strategies. Given the likelihood of reduced levels of support through corporate sponsorship and tourism-based grants, the OCA recognizes that realignment of its organizational focus is imperative over the current and next two seasons. As initial efforts proceed, the OCA is optimistic new modes of working with artists and new channels of distribution will enable the office to further galvanize renewed, reliable sources of funding in a moment of transition. The OCA will also be pursuing additional grant opportunities, including NEA Our Town, to further assist efforts to invest in artistic development of projects specific to Charleston's legacies and under-represented elements of Southern culture.

Another lesson learned by the OCA in the course of the current COVID-19 pandemic and other past disruptions is that underserved populations are among the most impacted segments of our constituents and audiences. It comes at no surprise that our local symphony can post novel Zoom performances or livestream from an empty concert hall, but it is hard to engineer an equivalent for a local theatre company focused on the African-American experience with a $100,000 annual operating budget. In the case of COVID-19, the fact that such a company's traditional audience mirrors the highest risk bracket for the virus makes the prospect of "getting back to normal" all the more daunting. The OCA recognizes that solutions for navigating the current disruption and building a path forward will need to incorporate changing modes of presentation and points of access, while developing new moments of intersection for traditional supporters and audiences of the past with new audiences that will need to be carefully cultivated.

How does your organization determine and/or measure the impact of your work? Please provide any recent examples of your impact.
Given the OCA's longstanding focus on arts presentation through Festivals, our primary measures revolve around numbers of out-of-market tourists reached (via advertising, as attendees, as social media followers) and through economic impact studies (such as AFTA's Arts & Economic Prosperity V

survey). This effort to demonstrate a correlation between Charleston's cultural offering and "heads-in-beds" has been highly effective in making the case for continuing support from the local business community and with elected officials.

The OCA recognizes that the initiatives in this proposal will require other modes of evaluation and assessment. As such, included in the proposed artistic development efforts would be an integral element of documentation, feedback from participants, and a facilitated creative response process over the course of the year.

Segmented audience surveys would also be anticipated, in an effort to determine relative engagement levels with longstanding supporters of the participating artists, peers and colleagues (both local and regional), and audience members without a significant history of past attendance/participation. Assessment of these findings would be useful in recommending future strategies for leveraging support and engagement.

Describe your organization's connections with and services to underserved communities and/or artforms.

The City of Charleston OCA has a demonstrated history of consistently working with underserved communities and providing exposure for underrepresented artforms. This has historically included key connections with Gullah/Geechee artists and communities, but extends in recent years to include work with Palmetto Luna and members of the Latinx community across South Carolina, community based arts entities such as the Charleston Rhizome Collective (an affiliate of Alternate ROOTS), and arts-in-healing ventures like the HEART: An Inclusive Arts Community ensemble serving adults with special needs.

Since launching the Free Verse Poetry Festival, the OCA has ventured to also provide highly visible platforms for LGBTQ artists, maintaining a strong commitment to gay and queer poets whose work seeks to interrogate and illuminate aspects of identity, gender, and race.

The OCA is also dedicated to ensuring the ongoing survival and reinterpretation of local patterns of artistic expression and styles specific to the Lowcountry, as exhibited by notable Charleston artists such as the Gullah-based Americana/Roots quintet, Ranky Tanky. The OCA strives to protect and amplify the authenticity of local forms of expression, even in the face of commercial and cultural appropriation.

South Arts - South Arts Resilience Fund

City of Charleston Office of Cultural Affairs

Application #EmFund20S_0040

Primary Contact: Scott Watson
Phone: (843) 720-3885
Email: watsons@charleston-sc.gov

Budget

On this page, you will need to upload your completed budget template. You may download a blank template here.

Upload your complete budget template
South Arts Resilience Fund.xlsx

Please justify your expenses as well as provide any necessary calculations, explanations, assumptions, or other pertinent information to help us understand your budget.
The budgetary items detailed in the attached budget are based on provisional discussions with proposed artists, researched costings for technical equipment, and estimates for design and digital licenses based on recent expenses associated with the OCA's various digital platforms. No overheads or administrative costs have been assessed, and it is assumed that the global process of producing and presenting annual festivals will provide staff support and an administrative apparatus to support these resilience initiatives.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – GAYLORD AND DOROTHY DONNELLEY FOUNDATION

REQUEST: To apply for grant from the Gaylord and Dorothy Donnelley Foundation to support Piccolo Spoleto, MOJA Arts Festival, and Free Verse Festival in 2021 and 2022.

COMMITTEE OF COUNCIL: W&M **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	Scott Watson 8/10/2020	☐
Grants Manager	X	☐	Pierre Ann Poste	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

From: GDDF info@gddf.org
To: Watson, Scott
Subject: Proposal Submitted and Received
Date: Thursday, July 30, 2020 1:35:52 PM

This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lowcountry Artistic Vitality Application 2020

Organization Info

Contact Information

Organization Name
City of Charleston Office of Cultural Affairs

What is your organization's primary discipline?
(*If you're a service org or technical assistance provider, STOP! You have a different form. Please contact us for the link.*)
Artistic Vitality-Arts Council

Mailing Address - Street Address or PO Box
75 Calhoun Street
Suite 3800

City	State	Postal Code
Charleston	SC	29401

Primary Phone	Email Address
(843) 720-3885	watsons@charleston-sc.gov

Website
www.charlestonarts.org

What social media sites are you using, so we can follow you!
We are GDDonnelley on Facebook, Instagram, Twitter, and YouTube.
@piccolo_spoleto; @mojafestival; @freeversefestFacebook: piccolospoletofestival; mojafestival; freeversefestival; cannonstreetartscenter

Details

Brief History, Description, & Mission of the Organization
The City of Charleston Office of Cultural Affairs strives to promote and foster artistic expression and cultural participation, enhancing the quality of life for Charleston's citizens regardless of social, economic or physical considerations. The OCA provides access to the arts, producing and supporting programs that educate, inform and inspire through cultural activities that celebrate creativity and diversity, that contribute to ongoing regional economic development and that underscore Charleston's reputation as an international cultural destination.
Year Founded
1977

On what date does your fiscal year end?
12/31

Have you completed a strategic plan in the last five years?
Yes

Do you currently have an annual plan in place?
This is a list of programmatic and organizational activities for the coming year accompanied by a budget to conduct those activities.
Yes

Geographical Area Served	Program Area
Lowcountry	Artistic Vitality

Staff and Board

Primary Contact for the Organization

Prefix	First Name	Middle Name	Last Name Suffix
Mr.	Scott		Watson

Title
Director of Cultural Affairs

E-mail
watsons@charleston-sc.gov

Primary Phone	Mobile Phone
(773) 111-2222	(773) 111-2222
(843) 720-3885	(843) 509-7352

Proposal/Grant Contact
This person will be contacted to set up a review conversation.

Same as Organization Primary Contact Above
Yes

Prefix	First Name	Middle Name	Last Name Suffix
Mr.	Scott		Watson

Title
Director of Cultural Affairs

E-mail
watsons@charleston-sc.gov

Primary Phone	Mobile Phone
(773) 111-2222	(773) 111-2222
(843) 720-3885	(843) 509-7352

Staff Info

Number of Full-Time Staff	Number of Part-Time Staff
Paid or Unpaid	*Paid or Unpaid*
9	1

Board Information

Number of Board Members
13

What is the maximum number of consecutive years a board member may serve?
unlimited

How many times did your board meet last year?
7+

What percent of your board members made cash contributions last year?
Enter a number 0-100
0

Are all of your board officers unpaid?
Yes

Do you have a cash reserve?

If yes, what is its balance?

Proposal

Proposal

This grant would support...
general operations

Grant amounts are based on your organization's most recent expenses. See the chart on our website.

What are your artistic plans? Share two or three highlights for the coming year.
(Please do not give a list of your year's programming – there's an opportunity to include a full list on the attachments page).
Artistic planning is continuing to evolve for 2021 and 2022, both due to the uncertainty of timelines associated with the continuing COVID-19 pandemic and financial uncertainties due to a historic reliance on accommodations and hospitality tax-funded grants to support our Festival platforms and promote cultural tourism in the Charleston region.

While large-scale public gatherings and heavily-attended venue-based presentations have been the hallmark of Piccolo Spoleto and MOJA, we recognize that we will need to continue to adapt, building on strategies generated over the course of 2020. It will be critical to the continuing success of the Festival platforms that we provide a re-vamped approach to event programming and that we broaden our reach via digital and virtual engagement and provide points of accessibility through new channels.

One key component of our re-framed approach is to encourage residency models, both distance-based and in-person, for visiting artists, rather than relying on traditional presentation modes where fees are entirely contingent on box office revenues and sponsorships. Fortunately, the OCA has been working in this direction for MOJA's dance platform for several years already.

We will also develop work across "brands," pursuing iterative projects that can have presence on more than one Festival platform.

List 2-3 operational goals for the coming year/season and a sentence about how you intend to execute the goal.

Ex: financial management, staff structure, board development, etc. Please explain in three to five sentences how you will work on the goal including any technical assistance that you will tap for this work.

Keep in mind when you will receive your grant, if awarded. If you're applying in spring, grants are awarded late-July. If you're applying in summer, grants are awarded early-December.

Goal 1
In response to repeated disruption over the past half decade (hurricanes and flooding; pandemic), the OCA recognizes that increasing resiliency and mitigating the risk of wholesale cancellation is critical to its institutional health and the cultural vitality of the region.

Rather than simply standing up Festival events, a holistic approach to artistic programming is needed that recognizes the value of strategic investment in projects that can be presented at different points and contexts of their creative development, and that can have continuing life beyond the Festival program. Equally, the OCA is committed to strengthening relationships between local arts constituents, ensembles, and audiences and a pool of visiting companies and artists who are intentionally recruited to participate in the Festivals and encouraged to establish lasting connections to the local community.

Goal 2
Anticipating in the wake of COVID-19 an overall reduced capacity for local arts constituents and traditional Festival partners, the OCA will continue to expand access to audience development resources and centralized promotion, including timeframes away from the normal Festival seasons.

OCA staff will work on integrating patron ticketing history, email subscription lists and social media followers. Our focus will be to generate additional visibility and awareness year-round, and stimulating increased traffic for arts organizations and individual artists' social media outlets and websites.

Goal 3
The Office of Cultural Affairs will continue to re-focus each Festival's outreach efforts to better engage with audiences throughout Charleston throughout the year. The OCA will also continue to prioritize engagement with and outreach to under-served populations and communities. These efforts will serve to support those populations and communities without access to traditional venues or existing arts-related infrastructure/resources.

Have you taken a GDDF-sponsored course or used a GDDF-funded consultant in the past year? If so, what if anything have you implemented within your organization as a result?

Our office has participated in GDDF-organized convenings in the past year, but did not specifically participated in a course/webinar (such as the PPP/COVID-19 and financial modeling workshops) as we have support and expertise within the broader City staff for these matters. We are very pleased to see these opportunities being made available to arts constituents in the Lowcountry, and are equally impressed with the work that GDDF-funded consultants have been able to contribute to the overall sustainability of our artistic and creative sector.

Anything else you want to share in your proposal?

While the Festival-focus of the Office of Cultural Affairs remains strong, anticipated reductions in funding through accommodations and hospitality tax, corporate support, and government aid will certainly impact the ways in which the OCA operates and produces its annual portfolio of programs. We anticipate that with many of our longstanding partners operating at reduced capacity, the OCA will need to both better assist our local arts constituents and take an active role in instigating new work and facilitating residencies and opportunities for artistic development.

Attachments

Title	File Name
Board List	Board_List_including_City_Council_Members.pdf
Audit - Two FYs prior	Audit_City_of_Charleston.pdf
Secretary of State confirmation	Sec_of_State_GDDF.pdf
Staff List	OCA_Staff_2020.xlsx
Audit - Last FY	2018_and_2019 Festival Rev and Exp.pdf
Reviews	OCA_press_Festivals.pdf
Current FY budget and YTD actuals	2020 YTD Festival Rev and Exp.xlsx
List of Programs	OCA Programming.pdf

Files attached to this form may be deleted 120 days after submission.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Mark Wilbert **DEPT.** Resilience

SUBJECT: RESILIENCE DIVISION – SC DHEC SOLID WASTE REDUCTION & RECYCLING GRANT: CATEGORY I

REQUEST: To accept the 2021 SC DHEC Solid Waste Reduction & Recycling grant in the amount of $12,500 to support a pilot program and community outreach to recycle mattresses.

COMMITTEE OF COUNCIL: W&M **DATE:** 8/18/20

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	Janie Le Borden rb	☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Resiliency Div.	X	☐		☐
Grants Manager	X	☐	[illegible]	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

No city match required.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

August 4, 2020

John Tecklenburg
City of Charleston
80 Broad Street
Charleston, SC 29401

Dear Mr. Tecklenburg:

The Office of Solid Waste Reduction and Recycling is pleased to inform you that City of Charleston has been awarded a FY21 Solid Waste Grant. **Attached, please find the original grant agreement. This must be signed and returned to our Office within ten days**.

Due to decreased funding balances and budget uncertainties, the Department is unable to fund the general recycling and public education/outreach categories at the maximum awards. As a result, all projects received reduced funding for this grant cycle.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, **all items, other than contractor costs, must be requisitioned, purchased or procured no later than 90-days prior to the close of the grant**. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than October 1, 2020.**

To accept the offer of this award, **please print and sign the grant agreement then return the pdf of your signed grant agreement to our office via email**. You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@dhec.sc.gov.

Congratulations on your award. Please call me at 803-898-1338 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Respectfully,

Celeste W. Duckett, MSPH

SOLID WASTE MANAGEMENT
GRANT AGREEMENT

Section 44-96-130, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	City of Charleston 80 Broad Street Charleston, SC 29401
Grant Number:	10.01SW21
Grant Execution Date:	Upon the final signature on this grant agreement.
Grant Ending Date:	June 30, 2021
Grant Amount:	$12,500.00
Authorized Representative: Phone Number: FAX Number:	John Tecklenburg (843) 724-3737 (843) 720-3827
Contact Person:	Katie McKain 2 George Street Charleston, SC 29041
Phone Number: FAX Number:	(843) 724-3789 (803) 720-4268
Financial Officer:	Amy Wharton 116 Meeting Street Charleston, SC 29401
Phone Number: FAX Number:	(843) 724-3710 (843) 720-3901

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The Department of Health and Environmental Control (DHEC), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. City of Charleston submitted to the Office on or before July 7, 2020 an application for solid waste management grant funds.

A maximum of $12,500.00 inclusive of all costs will be granted for this project to the government of City of Charleston (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Grantee will use these funds to initiate a mattress recycling pilot project [1st year contractor costs, trailer, signage, stickers, mailers, digital/print/billboard/web-based/social media advertising, etc.] and other related public education, marketing materials needed to promote the pilot program (Category 1).

All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

BUDGET:
Solid Waste General Recycling (Category 1): $12,500.00
Solid Waste Public Education/Outreach (Category 2):
Total Solid Waste Awarded: $12,500.00

If awarded public education, funds for public education will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than October 1, 2020.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

C. EFFECTIVE DATES

The term of this grant is upon the date of the final signature through June 30, 2021. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2020 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due

1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.

3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.

4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.

2. No travel expenses will be paid under this agreement.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

3. The Grantee shall be responsible for the procurement, installation, operation, and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.

4. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.

5. Obligations on any outstanding Solid Waste Management Grant must be fulfilled before any reimbursements are made on a new Solid Waste Management Grant unless otherwise approved by the Office.

6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.

7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.

8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.

II. STANDARD TERMS AND CONDITIONS

A. MINORITY BUSINESS: The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals.

B. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this grant without DHEC's prior written approval.

C. ASSIGNMENT: The Grantee cannot assign or transfer the grant or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.

D. AMENDMENTS: This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.

E. RECORDKEEPING, AUDITS, & INSPECTIONS: The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the end Grant, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this grant with no further obligation on the part of DHEC.

The Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

F. TERMINATION:

1. Either party may terminate the grant by providing thirty (30) calendar days written notice of termination to the other party.

2. DHEC funds for this grant are payable from State fees. If funds are not available to DHEC to pay the charges or fund activities under this grant, it shall terminate without any further obligation by DHEC upon written notice to the Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
3. DHEC may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty (30) days advance written notice. DHEC may, at its option, allow the Grantee a reasonable time to cure the default before termination.
4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

G. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. INSURANCE: During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

I. DRUG FREE WORKPLACE: By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.

J. STANDARD OF CARE: The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.

K. NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY: Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires DHEC to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

L. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party

assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement.

M. CHOICE OF LAW: The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the state of South Carolina, except its choice of law rules.

N. DISPUTES: All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by DHEC regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

O. DEBARMENT: The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was place when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the grant for cause in addition to other remedies available.

P. SERVICE OF PROCESS: The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

Q. NOTICE: All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

City of Charleston
John Tecklenburg
80 Broad Street
Charleston, SC 29401

DHEC
Jana White
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

R. COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.

S. THIRD PARTY BENEFICIARY: This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.

T. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. The Grantee shall notify DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by DHEC upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

U. SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

V. WAIVER: DHEC does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this grant. Any waiver must be in writing.

W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the state of South Carolina.

X. ATTACHMENTS/ENTIRE AGREEMENT: Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement. This grant agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this grant agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this grant agreement take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.

Y. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:
DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services

by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the DHEC's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of DHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC, 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:

(a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.

(b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.

(c) Grantee has no conflict of interest with its obligations under this Agreement.

(d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.

(e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.

(f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit _____.

AA. EQUIPMENT:

1. Equipment and/or supplies having a value of $1,000.00 or greater will remain the property of the Grantee.

2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of $1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.

3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

BB. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in gold standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its

employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

CC. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and, shall be available for audit at any time such audit is deemed necessary by DHEC. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.

2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

DD. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.

2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.

3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

EE. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

   No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
   a) Using his official position for private gain;

b) Giving preferential treatment to any person;

c) Losing complete independence or impartiality;

d) Making an official decision outside official channels, or

e) Affecting adversely the confidence of the public in the Integrity of the state government or the program.

3. Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee. Grantee must disclose in writing to DHEC any potential conflicts of interest whether existing at the time of or arising after execution of this Agreement. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Grantee's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Grantee's officers, employees, or agents.

4. If Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization

FF. REIMBURSEMENTS TO DHEC: In the event Grantee fails to perform the services described herein and has previously received financial assistance from DHEC, Grantee shall reimburse DHEC to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from DHEC, Grantee shall proportionally reimburse DHEC for payments made.

GG. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

HH. OFFER AND ACCEPTANCE

The state of South Carolina, acting by and through the Department of Health and Environmental Control (DHEC), hereby offers assistance to the local government of City of Charleston for all allowable costs incurred up to and not exceeding $12,500.00.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC):

8/4/20

Myra Reece — Date
Director of Environmental Affairs

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative, the financial representative and contact person must sign the grant instrument and return the original to the Office.)

Signature of Authorized Representative — Date

Signature of Contact Person — Date

Signature of Financial Officer — Date

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Frank Newham / Andrew Jones **DEPT.** Parks-Capital Projects

SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE I CHANGE ORDER #3

REQUEST: Approval of Change Order #3 in the amount of $99,997.68 with Gulf Stream Construction Company for additional sewerforce main install and abandonment at Tradd St. This change order is covered by an additional contribution from the Commissioners of Public Works.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☐	☐		☐
Director of SW Mgmt	☒	☐		☐
MBE Manager	☐	☐		☐

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051160-58240

Balance in Account $99,997.68 Amount needed for this item $99,997.68

Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Approval of Change Order #3 will increase the construction contract by $99,997.68 (from $11,191,012.40 to $11,291,010.08). The funding sources for this project are: Hospitality Funds ($15,087,957.53), Municipal Accommodations Tax Funds ($15,548,816.00), CPW Contribution ($5,071,997.68), and Charleston County Accommodations Tax Fees ($400,000.00).**

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
Construction Change Order

PROJECT: 201419 Low Battery Restoration Project – Phase I (Tradd St. to Ashley Blvd.)
(NUMBER) *(NAME)*

CONTRACTOR: GULF STREAM CONSTRUCTION COMPANY **CHANGE ORDER NO.: 3**

1. Description of the Change Order:
   (Reference any attachments by name and date)
   HDPR Credit

2. Adjustments to the Contract Amount:

Original Contract Amount	$ 10,930,451.00
Change by Previously Approved Change Orders	$ 260,561.40
Contract Amount prior to this Change Order	$ 11,191,012.40
Amount of this Change Order	$ 99,997.68
New Contract Amount, including this Change Order	$ 11,291,010.08

3. Adjustments in Contract Time:

Original Date for Substantial Completion	12/01/2020
Change in Days by Previously Approved Change Orders	25 Days
Change in Days for this Change Order	0 Days
New Date for Substantial Completion	01/08/20201

4. Amount of this Change Order performed by MBE $ 0

Johnson, Mirmiran & Thompson, Inc.	Gulf Stream Construction Company	City of Charleston
Architect/ Engineer	Contractor	Owner
235 Magrath Darby Boulevard, Suite 275 Mt. Pleasant, SC 29464	1983 Technology Drive Charleston, SC 29492	80 Broad St Charleston, SC 29401
Address	Address	Address
Signature	Justin Ballard Signature	Signature
By: JAMES O'CONNOR	By: Justin Ballard	By: John J. Tecklenburg
Date: 7/24/2020	Date: 7/24/2020	Date:

GULF STREAM
CONSTRUCTION

1983 Technology Drive • Charleston, SC 29492
(843) 572-4363 • Fax (843) 572-9609
www.gulfstreamconstruction.com

To:	City Of Charleston	**Contact:**	Matthew Fountain PE PG
Address:	823 Meeting Street	**Phone:**	(843) 720-1983
	Charleston, SC 29403 USA	**Fax:**	(843) 724-7300
Project Name:	Low Battery Restoration - COR03 - Force Main At Tradd	**Bid Number:**	20192260
Project Location:	Tradd Street To Ashley Blvd, Charleston, SC	**Bid Date:**	6/8/2020
Addendum #:	7		

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Sewer Force Main Install And Abandonment (Sub)	1.00	LS	$90,142.69	$90,142.69
Install/Maintain/Remove Sandbags In Front Of Wall While Casing Is Being Installed Before New Wall Is Constructed	1.00	LS	$5,093.19	$5,093.19
GSCC 5% Markup	1.00	LS	$4,761.80	$4,761.80

Total Bid Price: $99,997.68

Notes:
- Force Main install per attached quote from Eadies
- No future work will be priced at 5% GSCC markup, 15% is understood to be the accepted rate.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Gulf Stream Construction Company Inc** **Authorized Signature:** _____ **Estimator:** Justin Ballard (843) 572-4363 jballard@gulfstreamconstruction.com

(843)875-5674 voice
(843) 875-0699 fax

EADIE'S CONSTRUCTION

147 Vacuum Lane
Ridgeville, SC 29472

DRAIN/VACUUM - WATER/SEWER

June 8, 2020

Justin Ballard
Gulf Stream Construction
1983 Technology Drive
Charleston, SC 29492
(843) 572-4363

Re: Low Battery FM Additional Work (CO 1) W/Breakdown **(REVISED)**

Attention: Justin Ballard,

Eadie's Construction Company, Inc. proposes to provide material, labor, and equipment to install the Sewer Force Main based on the Plans/Wall Detail provided by JMT as outlined below.

Scope:
Sewer FM ($90,142.69)
Remove and Replace Existing Brick MH w/New Lined MH (Assumed 0-6' Depth)
Install +/- 150 lf of 4" C-900 PVC; +/- 10 lf of 4" DIP; +/- 33 lf of 10" Casing
Install (3) 4" Plug Valves; (1) Quick Connect; Necessary Bends; and fittings
Abandon +/- 150 lf of existing Sewer FM (Cut and Cap)
Small Patch in front of Coast Guard entrance
Testing Included

Item	QTY	Unit	Nomenclature	Unit	Total Unit
1	150	LF	4" C900 Main w/ Trenching, 12" #57 Stone Bedding	$ 123.00	$ 18,450.00
2	10	LF	4" DIP Main Along Wall	$ 200.40	$ 2,004.00
3	1	EA	Cut-In MH w/ Trenching, #57 Stone Bedding (W/Lining)**	$ 20,500.00	$ 20,500.00
4	4	EA	4" Sewer Fittings	$ 920.00	$ 3,680.00
5	1.00	LS	Abandon Existing Sewer System	$ 690.00	$ 690.00
6	1	LS	Mobilization, Bonds and Insurance (Max 5% of Bid)	$ 4,091.00	$ 4,091.00
7	0.13	LS	Record Drawings & Close-Out	$ 8,000.00	$ 1,040.00
8	33	LF	10" Casing	$ 375.30	$ 12,384.90
9	3	EA	4" Plug Valve	$ 1,770.00	$ 5,310.00
10	1	LS	Quick Connect	$ 1,450.00	$ 1,450.00
11	1	LS	Asphalt Patch	$ 4,320.00	$ 4,320.00
12	54	CY	Select Fill	$ 42.00	$ 2,268.00
13	1	LS	By-Pass	$ 5,760.00	$ 5,760.00
					$ 81,947.90
				10% CO	$ 8,194.79
				Total	$ 90,142.69

Responses to Conference Call and Provisions on the following page…

(843)875-5674 voice
(843) 875-0699 fax

EADIE'S CONSTRUCTION

147 Vacuum Lane
Ridgeville, SC 29472

DRAIN/VACUUM - WATER/SEWER

Response to Conference call

1. Per Conference call abandonment will consist of cutting and capping the line only.
2. New cost breakdown reflects conference call discussion and revised drawings and qty's.

Provisions:
Concrete, asphalt, curbing, erosion control, clearing/site-work, and grassing are not included in quote.
Private Utilities will be located by others.

If you have any questions or require further assistance, please contact me at my office or on my cell at 843.560.8149

Thank you,
Alex Cortes

COMMISSIONERS OF PUBLIC WORKS
OF THE CITY OF CHARLESTON, SOUTH CAROLINA

CONTRACT CHANGE ORDER

Date of Issuance: 7/13/2020 Change Order Number: 1

Project Name: Low Battery Restoration Project – Phase I (Tradd St. to Ashley Blvd.)

CPW Job Number: 1926-0003 W / 1966-0001 WW CPW P. O. Number: 20-0682249

CPW Extension Number: 1687-610 W / 3687-602 WW

Original Contract Amount:	$ 815,700.00
Amount of Previous Change Orders:	$ 0
Amount of this Change Order:	$ 99,997.68
New Contract Amount:	$ 915,697.68
Additional Contract Time:	TBD
New Completion Date of All Work:	TBD

By executing this Change Order, the Commissioners of Public Works (CPW) and the CONTRACTOR agree that the attached items be incorporated into the work at the price as noted above. The CONTRACTOR further agrees that the price quoted above includes all costs, both direct and indirect, and that the CONTRACTOR, in accordance with the terms of the Contract, specifically waives its right, if any, to any additional adjustments, including but not limited to, adjustment arising out of delays or disruptions or both caused by this change. This Change Order shall not change any other provisions of the contract documents except as stated above.

COMMISSIONERS OF PUBLIC WORKS

Donald E. Benjamin, Jr., PE
Director of Engineering & Construction

Russell L. Huggins, Jr., PE
Capital Projects Officer

F. K. Hill, Jr., PE
Chief Executive Officer

Christopher E. Troutman, PE
Assistant Director of Engineering & Construction

ENGINEER

JMT, Inc.	Ryan Mattie, PE	
Company Name	Printed Name	Signature

CONTRACTOR

Gulf Stream Construction	Justin Ballard	Justin Ballard
Company Name	Printed Name	Signature

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Beth Brownlee / Andrew Jones **DEPT.** Parks – Capital Projects

SUBJECT: 2020 TENNIS & BASKETBALL COURTS RESURFACING CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with Court Makers Inc., for crack repair and resurfacing of 12 tennis courts at the Charleston Tennis Center, 3 tennis courts at Jack Adams, 1 basketball court at Freddie Whaley, and 1 tennis court at Hazel Parker.

With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000, to the extent contingency funds exist in the Council Approved Budget.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** August 18, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☐	☐	[illegible]	☐
Capital Projects Director	☒	☐	[illegible]	☐
MBE Manager	☒	☐	Keith Gordon	☐

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 520000-52445

Balance in Account $88,050.00 Amount needed for this item $88,050.00

Project Number CP2004

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **The Construction Contract will obligate $88,050.00 of the $100,000.00 project budget. The funding source for this work is the Capital Projects-Structural Repairs line-item in the 2020 General Fund Budget.**

Mayor's Signature: [signature]
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

2020 Tennis/Basketball Courst Improvements
(520000-52445)

CP 2004	DESCRIPTION	Draft Project Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
520000-52236	Advertising	$259.32	259.32	-	-	Pcard / Chroncile PR202528
				-	-	
				-	-	
				-	-	
				-	-	
	TOTAL D/E COSTS	259.32	259.32	-	-	
CONSTRUCTION						
520000-52445	Construction Contract	88,050.00		88,050.00	-	Court Makers Inc.
	TOTAL CONSTRUCTION COSTS	88,050.00	-	88,050.00	88,050.00	
	Contingency	11,690.68	-	11,690.68	-	
TOTAL PROJECT COSTS		100,000.00	259.32	99,740.68	88,050.00	

FUNDING SOURCES

YEAR	SOURCE	BUDGET	Revenues To Date
2020	Capital Projects-Structural Repairs	$ 100,000.00	
	TOTAL FUNDING	$ 100,000.00	$ -

PROJECT SUMMARY

TOTAL PROJECT FUNDING	$ 100,000.00	$ -
TOTAL PROJECT COST	$ 100,000.00	$ 259.32
PROJECT BALANCE	$ -	$ (259.32)

City of Charleston
Short Form Small Construction Contract
PROJECTS $000.00 TO $100,000.00

THIS CONTRACT, made this ____ day of _____, 20_____ by and between:

The Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

and the Contractor: Court Makers, Inc.
1011 Marble Mill Circle
Marietta, GA 30060
_____

ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A

WHEREAS, the Owner requires the construction of the project ("the Work") identified as follows:

CP 2004 - 2020 Tennis and Basketball Court Resurfacing
(Project Number) - (Project Name)

Short Description of the Project:

The base bid scope of work for this project includes court repair and resurfacing of 12 tennis courts at Charleston Tennis Center and three tennis courts at Jack Adams Tennis Center. Court repair and resurfacing improvements to the Thomas Johnson basketball court, Freddie Whaley basketball court, and Hazel Parker Playground tennis court are add alternates.

WHEREAS, the Contractor, whose South Carolina professional license is N/A is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: Court Makers, Inc.

BY: _____
(Signature of Contractor Representative)

G. Marshall Dye
(Name of Contractor Representative)

ITS: President

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

   a. THE EFFECTIVE DATE of this Contract shall be the date written above.
   b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
   c. THE DATE OF SUBSTANTIAL COMPLETION shall be
   d. calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
   e. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

   a. THE CONTRACT SUM OF $88.050.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
   b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Alternate#1 $5,450, Alternate #2 $9,750and Alternate #3 $13,000
   Not Applicable ☐

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

   It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of one hundred fifty dollars ($ 150.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
   1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
   2. the Project Manual dated: June 14, 2020
   3. the Project Drawings dated June 14, 2020 along with the Project Drawings listed in the Project Manual;
   4. Bid Addenda issued by the City: Numbers 01 , 02 , 03 ,;
   5. the Contractor's completed Bid Form;
   6. all Change Orders and Change Directives;
   7. _____
   8. _____

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contact; and,
5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
4. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit one (1) set of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

b MK

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site
1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes
1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   1. Premises – Operations.
   2. Independent Contractor's Protective.
   3. Products and Completed Operations.
   4. Personal and Advertising Injury.
   5. Contractual, including specified provisions for Contractor's obligations.
   6. Broad Form Property Damage, including Completed Operations.
   7. Owned, Non-Owned and Hired Vehicles.
   8. Errors and Omissions.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000

d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000

3. Workers Compensation

a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.

B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.