

# BID REGISTRATION

**You MUST register using this form in order to receive notice of any addenda to these documents. Please fax or email the completed form to the Town Administrator as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.**

Bid Number and Title: 2021-03 Town Janitorial Services

Description: The Town of Edisto Beach is seeking bids for janitorial and cleaning services for Town Hall, Police Department and retention/gym facilities located at 2414 Murray Street and the Office and restroom at the Water Plant located at 2512 Holmes Street.

Receiving Period: Prior to April 14, 2021 at 2:00 p.m. (Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)

Bid Opening: April 14, 2021, 2:00 p.m.

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION  
FAX THIS FORM BACK IMMEDIATELY  
FAX: (843) 869-3855  
ihill@townofedistobeach.com**

Carefully complete this form and fax or email it to the Town Administrator. You must submit one form for each bid that you are registering for.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: State: Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

**SEALED BID • DO NOT OPEN**

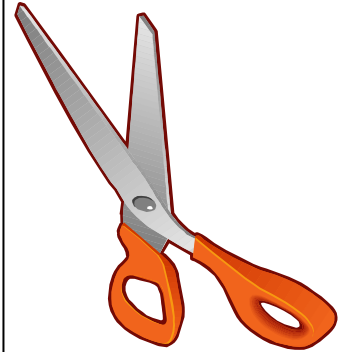
SEALED BID NO.: 2021-03

BID TITLE: Town Janitorial Services

DUE DATE/TIME: April 14, 2021 2:00 P.M.

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: Town of Edisto Beach  
Town Administrator  
2414 Murray Street  
Edisto Beach, South Carolina 29438



**Town of Edisto Beach  
Town Janitorial Services  
Bid #2021-03**

**Town Hall, Police Department, Retention/Gym and Water Facility Office and Restroom**

The Town is seeking bids for janitorial and cleaning services at Town Hall and the Water Facility. Sealed bids will be received by the Town Administrator, **prior to 2:00 p.m. on April 14, 2021**. Bids will be opened at 2:00 p.m., April 14, 2021.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand delivered to:

**Iris Hill  
Town of Edisto Beach  
Town Administrator  
2414 Murray Street  
Edisto Beach, South Carolina 29438  
(843) 869-2505**

## TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
Bid Summary and Registration	1
Sealed Bid Label	2
Cover Sheet	3
Table of Contents	4
Bidder Instructions and General Information	5-8
Special Information	9
Cleaning Contract/Bid Specification	10
Scope of Work	11
Certificate of Insurance Request	13
Bid Sheet	14
Draft contract	16-23

## BIDDER INSTRUCTIONS AND GENERAL INFORMATION

**BIDDER INSTRUCTIONS:** To ensure acceptance of this bid, follow these instructions.

**BID DOCUMENTS MUST BE DELIVERED TO THE TOWN ADMINISTRATOR PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.**

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**  
**NOTE: Bidders can access bid results on the Town's website. Bid files may be examined during normal working hours by appointment.**
3. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
4. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
5. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the Finance Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number on all invoices. Invoices will be processed for payment when approved by the user department.
6. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.
7. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other provision of this bid.
8. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and emailed, faxed or included in bid package.

9. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
10. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Town and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
11. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** the **Original** bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

### **GENERAL INFORMATION**

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on the lowest, responsive bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed to fully perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

4. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
6. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
7. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
8. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
9. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:
  - a. Immediately suspend the work; and
  - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
10. **SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
11. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for

the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

12. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.
13. The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.



## **SPECIAL INFORMATION**

1. **CONTAMINATION:** The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the Town.
2. **INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements.
3. **BUSINESS LICENSE:** The Contractor is responsible for procuring and maintaining for the duration of the contract a business license.
4. **SAFETY:** The Contractor is responsible for providing for the safety of all working in the area during cleaning.
4. **INVOICE PAYMENTS**  
By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the Bid Documents.

**JANITORIAL CONTRACT**  
**&**  
**BID SPECIFICATIONS**

**General Qualifications for Contract Recipient**

**A. General Qualifications for contract recipient**

1. A detailed, written statement is required of all bidders setting forth commercial cleaning experience, past and present, with a list of at least five references (three of whom currently employ you/your firm).
2. Possess proof of performance bond in the amount of \$40,000 minimum and covers all who would work in the town buildings.
3. Possess proof of general liability insurance coverage with \$500,000 limit to cover damage to building or furnishings caused by cleaning company employee(s)
4. Possess South Carolina workman's compensation insurance minimum coverage of \$300,000 to cover cleaning company employee(s) in case they are hurt or injured on the job.
5. Possess all cleaning implements and cleaning products necessary to meet the enclosed specifications for cleaning. The Town will provide soap for dispensers, toilet paper and paper towels.

**B. Further Understandings**

1. A contract will be awarded which contains the following provisions:
  - a. The first 60 days of the contract will constitute a trial period for the cleaning company. At the end of 60 days the town may wish to make adjustments and/or modifications which will be negotiated concerning the contract terms.
  - b. The town or the cleaning company may cancel the terms of the cleaning contract with no penalty with 30 days written notice.
  - c. Building security shall be maintained at all times. All contract awards will be subject to background checks including personnel hired by the company.

NO UNAUTHORIZED PERSONS WILL BE ADMITTED INTO THE BUILDING AT ANY TIME.

**THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

## **C. SPECIFICATIONS FOR CLEANING**

Work shall be performed at Town Hall after normal work hours. Normal work hours are 8:00 am to 4:30 pm. Monday -Friday. Work at the Police Department shall be performed during work hours. Work at the water facility shall be performed during work hours. Work hours at the water facility are 7:00 am to 3:30 pm Monday -Friday. The Town and Contractor must agree upon a schedule where it does not interfere with operations and meetings.

### **1. General Cleaning Services**

- a. Empty all trash receptacles.
- b. Clean entrance door glass.
- c. Clean drinking fountain.
- d. Wash smudges and fingerprints from walls, door facings and light switches.
- e. Damp wipe tables and other flat surfaces.
- f. Complete high-low dusting of such things as chair rungs, sides of legs of desks, file cabinets, etc.
- g. Dust heating/cooling vent grates.

### **2. Restrooms**

- a. Wash and disinfect all commodes, basins, toilet seats, toilet paper dispensers and paper towel dispensers.
- b. Empty trash receptacles.
- c. Clean all mirrors.
- d. Remove prints from walls and cabinets.
- e. Sweep and solution mop floors and buff, as needed.
- f. Refill soap dispensers.

### **3. Floor Maintenance**

- a. Vacuum all carpeted areas.

### **4. Council Chambers**

- a. Wash fingerprints from walls, door facings and light switches.
- b. Damp wipe counter tops and other flat surfaces and all chairs.
- c. Empty waste baskets and damp wipe interior and exterior surfaces.
- d. Complete high-low dusting of such things as chair rungs, table legs, etc.
- e. Clean inside glass doors.
- f. Vacuum carpet.

### **5. Equipment/Break Room**

- a. Wipe exterior surfaces of TV, copier, Monitor, all tables.
  - b. Clean coffee pots and coffee machine.
  - c. Clean microwave.
  - d. Wipe inside and outside of refrigerator.
6. Cleaning contractor should establish hourly rate for cleaning not anticipated in contractual specifications. This hourly amount must be defined as to what it will

provide the town in a way of cleaning services. This hourly rate must be set forth in all bids submitted.

**TOWN OF EDISTO BEACH**  
**CERTIFICATE OF INSURANCE REQUEST**

In accordance with your agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to be submitted to the Town of Edisto Beach prior to any services being performed.

The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:

- Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy.
- Name the Town of Edisto Beach as Additional Insured.
- An Insurance Company Rating Classification of A+, A or A- (Excellent) with financial assets of at least \$100 million.
- General Liability** – Commercial General Liability Limit for bodily injury, personal injury and property damage \$500,000 per occurrence;
- Workers' Compensation and Employers' Liability** – Workers' Compensation in the State of South Carolina and Employers' Liability minimum of \$300,000 per accident. (No exceptions)
- Performance Bond \$40,000 minimum and covers all who work in the Town buildings.
- Certificate Holder should read:  
**Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438**

Please email Certificate of Insurance to the attention of:

Finance Department  
[psaunders@townofedistobeach.com](mailto:psaunders@townofedistobeach.com)  
or fax to  
843-869-3855

And follow with original via mail to same at:  
Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

**BID SHEET**

**BID NO. 2021-03**

**BID TITLE: Town Janitorial Services**

TOWN HALL: \_\_\_\_\_/week

POLICE DEPARTMENT: \_\_\_\_\_/week

RETENTION/GYM): \_\_\_\_\_/month

WATER FACILITY: \_\_\_\_\_/week

HOURLY RATE: \_\_\_\_\_/hour

CONTRACTOR: \_\_\_\_\_

Authorized Representative

ADDRESS \_\_\_\_\_

---

TELEPHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

**By signing this I, \_\_\_\_\_ certify I have performed a site visit, verified site conditions and dimensions, and am responsible for the complete work pertaining to site conditions. It is my responsibility to verify any quantities provided by the Town.**

\_\_\_\_\_  
**Signed**

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

\_\_\_\_\_  
**Print**

**Addendum Sheet**  
**BID NO. 2021-03**  
**BID TITLE: Town Janitorial Services**

CONTRACTOR: \_\_\_\_\_  
Authorized Representative

ADDRESS \_\_\_\_\_

---

TELEPHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

The Bidder acknowledges receipt of the following addendum by signing and dating below.

<b>Addendum No.</b>	<b>Date</b>	<b>Signature</b>

**TOWN OF EDISTO BEACH**

2414 Murray Street

Edisto Beach, SC 29438

**JANITORIAL SERVICES CONTRACT**

**THIS CONTRACT** is entered into by and between the Town of Edisto Beach and \_\_\_\_\_ (contractor).

**PURPOSE:** The purpose of this contract is to secure the services of the Contractor to provide janitorial services for the Town and retention/gym facilities.

**IN CONSIDERATION** of the mutual promises and understandings contained in this contract, the Contractor and Town agree as follows:

1. **DESCRIPTION OF SERVICES TO BE PROVIDED:** In consideration of the compensation received under this contract, the Contractor will provide the janitorial services for the Town described in the "Janitorial Contract Specifications" which is attached as Exhibit B and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE:**
  - a. The period of performance under this Contract shall be from July 1, 2021 through June 30, 2022, unless sooner terminated or extended as provided herein.
  - b. The Town reserves the right to extend this contract for four additional one (1) year terms or portions thereof. Such contract extensions shall be subject to mutual agreement as to duration, modification of terms, and price adjustments. The total contract duration, with extensions, shall not exceed five (5) years. The Contractor shall respond within fifteen (15) calendar days following receipt of the Town's request for extension.
3. **COMPENSATION:**
  - a. Amount: The Town shall pay the Contractor \_\_\_\_ per week for one day of regular cleaning specified on Exhibit B. The Town will also pay Contractor \_\_\_\_\_ a month for one day a month cleaning of the retention/gym facility. The hourly rate for special cleaning is \_\_\_\_\_/hour.
  - b. Additional Services: The Town may request the Contractor to provide additional services at a fee agreed to by both parties in advance.
  - c. Additions or Deletions: The Town may, by written change notice, add or delete facilities, areas, or service requirements of this contract. Such changes shall be negotiated with contractor.
4. **PAYMENTS:** Payment shall be made upon receipt of monthly invoices submitted by the Contractor. Full payment to the Contractor will be made only after work is satisfactorily performed. Payments will be considered timely if made by the Town within 30 days of receipt of each such invoice.



5. **RIGHTS AND OBLIGATIONS:** All rights and obligations of the parties to this contract will be subject to and governed by the terms of this contract; Exhibit A- General Terms and Conditions: Exhibit B - Janitorial Contract Specifications incorporated into this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) General Terms and Conditions; (b) Janitorial Contract Specifications

6. **RESPONSIBILITIES:**

- a. Contractor: The Contractor will adhere to janitorial specification schedule as bid, but the Contractor, with concurrence of the Contract Administrator or her designee, may alter the performance schedule as long as the required performance is maintained. The Contractor shall converse, on a monthly basis, with the Contract Administrator or her designee to ensure that the town is satisfied with the service level.

7. **SUPERVISION/EMPLOYEES:**

- a. The Contractor will perform all work under this contract with his/her own employees and will assign a supervisor who will oversee the work performed under this contract and will have authority to represent the Contractor in dealing with the Contract Manager or his/her designee. The name, address and telephone number of the supervisor will be furnished to the Town.
- b. All on site employees will be required to have had and passed background checks prior to working on this site. A copy will be provided to the Town only if it includes a listing of a Felony conviction and the Contractor would like to employ the individual on this site. The town reserves the right to request copies of any and all background checks on employees.
- c. The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Town business.
- d. The Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility exterior doors remain locked during his or her work hours and upon Contractor's departure from facility.
- e. The Contractor will ensure that industry accepted safe practices are followed in performance of the work, including but not limited to, placing appropriate signage warning of wet or newly waxed floors. After each period of cleaning and other services, the areas shall be inspected for fire hazards, unnecessary lights shall be turned off, and outside doors and windows closed and locked.
- f. The Contractor hereby accepts responsibility for all keys issued to the Contractor. The Contractor also agrees that no duplicate keys will be made and the Contractor will be responsible for the return of any keys that may have been provided to the Contractor's employees who terminate employment with his firm.
- g. The Contractor shall prohibit small children from being on the premises during the time services are being performed.

- h. By mutual agreement between the Town and the Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs, who are incompetent, careless and/or insubordinate and do not exhibit proper decorum expected in Town owned facilities.
- 8. **HOURS OF WORK:** Janitorial services, shall be performed outside the normal office hours of 8:00 a.m. to 4:30 p.m. unless otherwise specified herein or agreed upon. Services shall not be performed in office areas during office hours. Upon request, a responsible representative of the Contractor shall be available during office hours for joint inspection of the premises, consultation and/or receipt of instructions.
- 9. **EQUIPMENT AND SUPPLIES:**
  - a. Unless otherwise specified herein, the Town shall provide hand soap, toilet tissue and paper towels. No supplies furnished by the Town will be removed from the premises.
  - b. The Contractor shall supply all necessary tools, equipment, waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies not stated herein as being supplied by the Town. Materials shall be first quality, shall give good service and shall give results satisfactory to the Town.
- 10. **INSURANCE:** Proof of performance bond in the amount of \$40,000 minimum covering all who would work in the Town building. Provide General Liability insurance coverage with \$500,000 limit to cover damage to building or furnishings caused by cleaning company employees and \$300,00 workman's compensation insurance showing the Town of Edisto Beach as additional insured.
- 11. **NON-EXCLUSIVITY:**
  - a. Nothing contained in this contract shall be construed to limit in any way the Town's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract under any terms and conditions, including, but not limited to any compensation, as the town may in its sole discretion deem appropriate.
  - b. Nothing contained in this contract shall be construed to limit in any way the Contractor's right or ability to make its services available to the general public during the term of this contract or to enter contracts or other agreements with any other individual or entity.
- 12. **COUNTERPARTS:** This contract is to be executed in duplicate, and each duplicate shall be considered an original copy of this contract by each party for all purposes.
- 13. **ENTIRE AGREEMENT--**This contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

**AGREED:**

THE TOWN OF EDISTO BEACH

\_\_\_\_\_  
Iris Hill, Town Administrator

\_\_\_\_\_  
\_\_\_\_\_  
Owner Name

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Exhibit A**  
**JANITORIAL SERVICES CONTRACT**  
**GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS:** As used throughout this contract, the following terms shall have the meanings set forth below:
  - a. "Town" shall mean the Town of Edisto Beach.
  - b. "Contractor" shall mean that individual or other entity performing services under this contract and shall include all employees of the Contractor.
2. **ADVANCE PAYMENTS PROHIBITED:** No payment in advance or in anticipation of services to be provided under this contract shall be made by the Town.
3. **ASSIGNMENT:** The Contractor shall neither assign this Contract nor any claim arising under this contract without the previous written consent of the Town.
4. **CHANGES AND MODIFICATIONS:** Any change or modification to this contract must be in writing and signed by both parties.
5. **CONTRACTOR NOT EMPLOYEE OF THE Town:** The Contractor and his or her employees or agents performing under this contract are not employees or agents of the town. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Town by reason of this contract.
6. **FAILURE TO PERFORM/BREACH OF CONTRACT:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this Contract or the Contractor is in substantial non-compliance with any of its terms, the Town may terminate this Contract under the TERMINATION FOR CAUSE clause. PROVIDED, that the Town shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance. PROVIDED FURTHER, THAT A MAJOR VIOLATION OF THE CONTRACT SPECIFICATIONS DEALING WITH BUILDING SECURITY COULD RESULT IN IMMEDIATE TERMINATION OF THIS CONTRACT WITHOUT THE FIVE (5) DAY NOTICE REQUIREMENT.
7. **GOVERNING LAW:** This contract shall be construed and interpreted in accordance with the laws of the State of South Carolina.
8. **INDEMNIFICATION:** The Contractor shall protect, indemnify, and save the Town harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to Town equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the town.
9. **INDEPENDENT STATUS OF CONTRACTOR:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures', or

associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

- 10. LICENSING, ACCREDITATION AND REGISTRATION:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.
- 11. SAFEGUARDING OF INFORMATION:** The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the Town for any purpose not directly connected with the administration of the Town or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the Town.
- 12. SUBCONTRACTING:** The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Town.
- 13. TERMINATION - GENERAL:** This contract may be terminated without cause by either the Town or the Contractor upon sixty (60) days written notice.
- 14. TERMINATION FOR CAUSE:** The Town may, by written notice, terminate this contract for cause, in whole or in part, for failure of the Contractor to perform its obligations under this contract, subject to the provisions of paragraph 6 above. In such event, the Contractor shall be liable for damages as authorized by law.
- 15. TERMINATION PROCEDURE:** After receipt of notice of termination, and except as otherwise directed by the Town, the Contractor shall:
  - a. Stop work under this contract on the date and to the extent specified in the notice;
  - b. Complete performance of any part of this contract as shall not have been terminated by the Town;
  - c. Take all action as may be necessary, or as the Town may direct, for the protection and preservation of property of the Town which is in the possession of the Contractor.

Unless otherwise provided in this contract, the Town shall pay to the Contractor the agreed upon price for services provided to the Town prior to the effective date of termination, unless the termination is for cause, in which case the Town shall determine the extent of liability. The Town may withhold from any amounts due the Contractor for services such a sum as the Town determines to be necessary to protect the Town against potential loss or liability. The rights and remedies of the Town provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**16. TREATMENT OF ASSETS:**

- a. Title to all property furnished by the Town shall remain in the Town.
- b. Title to all property furnished by the Contractor shall remain in the Contractor.
- c. Any property of the Town furnished to the Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.

- d. The Contractor shall be responsible for any loss or damage to property of the Town (including all related expenses) which results from the negligence of the Contractor.
  - e. Upon the loss or destruction of, or damage to, any Town property, the Contractor shall notify the Town thereof and shall take all reasonable steps to protect the property from further damage.
  - f. The Contractor shall surrender to the Town all property of the Town prior to settlement upon completion, termination, or cancellation of this contract.
- 17. WAIVER:** Waiver of any breach of any provision of this contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Contracting Officer or her delegate and attached to the original contract.

**Exhibit B**  
**JANITORIAL SERVICES CONTRACT**  
**SPECIFICATION FOR CLEANING**

**D. SPECIFICATIONS FOR CLEANING**

**1. General Cleaning Services**

- a. Empty all trash receptacles.
- b. Clean entrance door glass
- c. Clean drinking fountain
- d. Wash smudges and fingerprints from walls, door facings and light switches
- e. Damp wipe tables and other flat surfaces
- f. Complete high-low dusting of such things as chair rungs, sides of legs of desks, file cabinets, etc.
- g. Dust heating/cooling vent grates

**2. Restrooms**

- a. Wash and disinfect all commodes, basins, toilet seats, toilet paper dispensers and paper towel dispensers.
- b. Empty trash receptacles
- c. Clean all mirrors.
- d. Remove prints from walls and cabinets.
- e. Sweep and solution mop floors and buff, as needed.
- f. Refill soap dispensers

**3. Floor Maintenance**

- a. Vacuum all carpeted areas.

**4. Council Chambers**

- a. Wash fingerprints from walls, door facings and light switches
- b. Damp wipe counter tops and other flat surfaces and all chairs
- c. Empty waste baskets and damp wipe interior and exterior surfaces.
- d. Complete high-low dusting of such things as chair rungs, table legs, etc.
- e. Clean inside glass doors
- f. Vacuum carpet

**5. Equipment/Break Room**

- a. Wipe exterior surfaces of TV, copier, Monitor, all tables.
- b. Clean coffee pots and coffee machine
- c. Clean microwave
- d. Wipe inside and outside of refrigerator