



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

**RFP: CC-17
UNIFORM RENTAL SERVICE FOR
VARIOUS COUNTY DEPARTMENTS**

DUE: Thursday, March 5, 2015 @ 11:00am

MAIL RFP RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

HAND DELIVER RFP RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

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A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests proposals from qualified local vendors to provide employee uniform rentals and other service items. Uniform requirements are comprised of shirts, pants, shorts, coveralls, jackets and other items such as mats, shop towels and hand cleaner that may be needed.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

B. SCOPE OF WORK

To furnish rental and cleaning of uniforms and related items for Colleton County beginning July 1, 2015 and ending June 30, 2016 with the option of renewal for three (3) additional one (1) year terms by mutual agreement of both parties.

Uniforms for the following Departments are to be picked up, delivered, and invoiced to the address listed below:

- **Solid Waste, 3288 Green Pond Hwy., Walterboro, SC 29488**
- **Public Works, 113 Mable T. Willis Blvd., Walterboro, SC 29488**
- **Colleton County Fleet Management, 113 Mable T. Willis Blvd., Walterboro, SC 29488**
- **Colleton County Facilities Management, 213 North Jefferies Blvd., PO Box 157, Walterboro, SC 29488**
- **Colleton County Recreation, 280 Recreation Ln., Walterboro SC 29488**

USING AGENCIES AND DEPARTMENTS:

Although certain Colleton County departments may have been specified herein as users, the prices, terms and conditions specified in this proposal shall apply to any Colleton County department that may wish to utilize the contract.

The Vendor is not authorized to make substitutions or provide any additional items on this contract unless approved by the Director of each Department. Changes made without the knowledge or approval of the Department Director will result in non-payment of the additional cost and may result in cancellation or non-renewal of the contract.

TIME OF DELIVERY:

Vendors shall pickup soiled laundry & other rental items as well as deliver clean laundry & items once each week at each facility. Pickup and delivery shall occur on the same day and at the same approximate time each week and shall be

coordinated with the Director for each facility. The vendor shall be responsible for notifying each facility at least one week in advance of any change in schedule due to holidays, etc.

Freight shall be FOB destination to the shipping address specified by the ordering County department. The Vendor shall be responsible for all freight charges. In the event of a holiday or other County closing on a scheduled pickup or drop off date, a pre-arranged schedule needs to be made to facilitate the pickup and delivery of uniforms on another day during that week. The plan for rescheduled pickups or deliveries is to be reviewed and approved by the Departments with an approved copy of the plan sent to the Purchasing Department to include in the contract file by August 1st of each year of the contract.

INITIAL ISSUE OF UNIFORMS:

The first issuance of uniforms **shall be new never worn uniforms**. There shall be no Prep Charges for the initial issuance of uniforms. From that point forward, garments must be maintained by the Vendor at an acceptable level as determined by Colleton County. Maintenance will be performed through weekly inspection, proactive repairs and replacements as needed. Garments will be aged per initial issuance.

During the length of the contract, **NEW EMPLOYEES** will receive new garments. Vendor agrees to provide temporary uniforms within one (1) week and new uniforms within three (3) weeks. The **total** set up cost to add new employees to a department with a breakdown of fees included to arrive at that total should be included on the price breakdown sheet.

The Vendor shall be responsible to provide, and sew on the necessary **EMBLEMS** to each set of uniforms at no additional initial charge to the County. **Glue and other adhesives will not be accepted**. Samples of emblems may be submitted along with proposals. Pricing for both screened and embroidered emblems shall be supplied.

For the purpose of this contract, a uniform shall consist of one pair of trousers and one shirt (long and/or short sleeved). Based on a five (5)-day workweek, the total requirement is eleven (11) sets per individual in order to provide proper rotation for laundering on a weekly basis.

It shall be the responsibility of the Vendor to measure the employee for the proper fit, to assure that the authorization form is correctly completed, and to return a copy of the authorization form to each Department serviced under this contract.

OUTFITTING OF UNIFORMS:

Vendor shall have thirty working days from receipt of a County purchase order to complete the fittings and to furnish all employees with new uniforms. Vendor shall be required to do all fitting on site at each of the County locations. All personnel shall be fitted with care to insure proper sizing, including any unusual or unique sizes necessary to insure comfortable wear, and first class appearance of each individual. Each employee shall be individually measured by trying on sample uniforms.

The Vendor shall during the period of this contract, provide all means necessary for the fitting and altering of uniforms furnished. Uniform size changes should be at no additional charge to the County during the contract period. In the event that a special cut or size is needed, a one time set up fee can be charged upon the issuance of the new uniforms. **This fee should be listed separately in the proposal and only applies to the initial set up of uniforms**. Additional fees involved in the cleaning of said uniforms will not be accepted.

UNIFORM RENTAL AUTHORIZATION FORM:

County employees will be required to sign a Uniform Rental Authorization form. This form will show the number of uniforms issued each employee and will serve as a guide to the number of units to be turned in when an employee leaves. The form will be furnished to each of the departments using the rental uniform service by the successful bidder.

LIST OF NAMES:

The County will furnish the names of new employees and also of those departing. This information will be furnished to the route person on an as-required basis.

PURCHASE:

The Vendor shall agree to sell to the County an employee's uniforms if it is in the best interest of the County and the employee. Conditions of sale would be based on medical or health reasons such as but not limited to allergies and rashes caused by the industrial cleaning process used by the Vendor.

GARMENTS OWNERSHIP: It is understood that all garments furnished under this proposal are to remain the property of the vendor unless otherwise noted. In the event that a uniform is damaged and the County is being charged a replacement cost, the County should be given the option of keeping the damaged uniform at no additional cost to the County.

UNIFORM RETURN:

At the termination of the contract, or at the termination of an employee, all rental uniforms will be returned to the vendor within thirty (30) working days, and rental on the uniform will cease at that time. Uniforms not returned by the employee will be paid for by the County. Charges for unreturned uniforms will be based upon pro-rated fees as stated at the time of this agreement.

Employees on extended leave, four (4) weeks or longer, will not be charged rental until their resumption of duty. The County is responsible for notifying the Vendor of the employees' leave and return date. Failure to notify the Vendor will justify the Vendor charging rental on the uniforms.

UNIFORM MAINTENANCE:**CLEANING/LAUNDERING**

- All uniforms must be washed, extracted, and tumbled in full accord with the State of South Carolina requirements governing commercial and industrial laundries.
- All uniforms must be laundered using non-allergic detergents or cleaners that leave the garment clean and odor free.
- All garments must be laundered using a microbe inhibiting wash process.
- Uniforms, which retain an offensive smell or residual odor after laundering, will not be acceptable. There will be no charge for garments not cleaned to satisfaction.
- Vendor's wash process must include garment soil separation, i.e. executive wear must not be laundered with standard work uniforms.
- Part of the cleaning process shall include an inspection of all garments to identify needed repairs. Any repair needs identified during the inspection process shall be remedied prior to return of the garment.

PRESSING

- All uniforms must be neatly pressed/steamed and delivered on hangers.
- Pressing of uniforms shall be in accordance with acceptable standards and the best practices of the industry.
- All executive uniforms shall be neatly pressed by an ironer.

REPAIR / REPLACEMENT

- All uniforms shall be maintained by the Vendor in a reasonable condition to include the replacement of buttons and the sewing of tattered and torn uniforms.

- Maintenance will be performed through weekly inspection, proactive repairs and replacements as needed.
- All badly damaged or faded uniforms, which are deemed as unfit by the County, shall be replaced by the Vendor during the contract period.
- Executive uniforms may be declared unfit with less evidence of wear than regular uniforms. This includes tears, stains, or fading to the extent that the uniform does not present a professional appearance.
- Repair tags shall be provided to each location at start-up of the contract and as needed throughout the term of the contract.
- Any uniform tagged for repairs shall be returned in a repaired condition with a ticket indicating the repairs have been made, or shall be replaced within one week (next delivery).
- In the event that a repair will take longer than one week, the Vendor shall acknowledge by written communication, fax or e-mail and shall provide a date for delivery of the item.
- Vendor agrees to issue weekly individual credits if items are not returned in one business week. Credits shall continue until the request is fulfilled.
- Replacement of uniforms shall be with new or like new uniforms.
- Uniforms delivered with rips, holes, missing buttons, and etc. will be sent back and no rental charge shall be paid for that item until it is returned in an acceptable condition.
- Uniforms that fade shall be replaced or have color restored.
- Worn or damaged items as a result of normal wear and tear are to be replaced promptly by the contractor at no cost to the County. The Vendor's "definition" of what constitutes normal wear and tear shall be included in the proposal.
- Any item rejected for use by the County shall be replaced promptly by the contractor to the satisfaction of the County at no cost.

PICK-UP AND DELIVERY

- Laundered garments shall be returned grouped according to individual employee name and/or number, on clothes hangers. Executive wear shall be placed in polyethylene type bags.
- Every garment must be bar-coded and must be electronically tracked in and out of each facility. A hand-held scanning/computer system should be used and a receipt of pickup and delivery must be left at the time of service.
- A description of uniform pick-up, processing, tracking, and delivery practices must be included in the proposal.
- The contractor will work with customers to identify and keep separate items coming from different departments to avoid mixing and/or loss of inventories.
- Garment Exchange Lockers and/or a Z-rack must be available. Pricing must be included in the proposal.
- Soiled Garment Bins must be provided to include separate soil bins for executive wear. Include pricing detail for each of the delivery locations.
- Soiled executive garments must be kept separate from soiled industrial uniforms during the transportation process. Detailed description of the transportation processes must be included in the proposal.
- Service complaints will be reported to the Vendor as soon as the County is made aware of such. Vendor will be given twenty-four (24) hours to respond and provide the County with a course of action and timeline to correct the problem.

TECHNICAL REQUIREMENTS:

At the current time, the Solid Waste Department consists of nine (10) employees. The Public Works Department consists of twenty-one (26) employees. The Facilities Management Department consists of (14) employees. The Fleet Management Department consists of eight (12) employees. The Recreation Department consist of (4) Employees. A total of **66 sets** of clothing will be rented. The rentals could be of any style as listed below. These numbers may increase or decrease based on employee turnover and all positions are subject to funding appropriations by County Council.

Item #1

Minimum specifications for **Industrial Uniform Shirts**

- 65/35 Polyester/Cotton
- Seven (7) button fronts
- Collar with sewn-in stays
- Chest pockets with bar-tacked pencil stall
- Color-light blue or gray
- Employees shall have the option to choose long or short sleeves, or a combination of both.
- Two (2) embroidered patches should be on each shirt. One patch should have the employee's name in navy blue. The other should include the County Department Name and logo in navy blue
- **NOTE: Women's shirts must also be available & any pricing difference must be clearly identified**

Item #2

Minimum specifications for **Industrial Uniform Shirts.**

- Same specifications as above with the following exceptions:
- Color-light Gray or Light Blue with stripes
- No patches will be used on these uniforms

Item #3

Minimum specifications for **Industrial Uniform Pants.**

- 65/35 Polyester/Cotton
- Flat Front
- Button Front Closure & Heavy-Duty Brass Zipper
- Minimum of six (6) belt loops and wide enough to accommodate 2 ¼ " belts
- Quarter-Top Front Pockets
- Darts Over Set-In Back Pockets
- Color-charcoal gray or navy blue

Item #4

Minimum specifications for **Industrial Uniform Cargo Pants.**

- 65/35 Polyester/Cotton
- Lined Non-Roll Waistband with Button Closure & Heavy-Duty Brass Zipper
- 2 Pleated Cargo Pockets with Flaps
- Quarter-Top Front Pockets
- Set-In Back Pocket(s)
- Color-khaki and blue
- **NOTE: Women's cargo pants shall also be available & any pricing difference must be clearly identified**

Item #5

Minimum specifications for **Industrial Coveralls.**

- 65/35 Polyester/Cotton
- Zipper front twill and elastic waste
- Two-way brass zipper
- Hemmed Sleeves
- Chest, front, and hip pockets
- Pockets -2 Quarter-Top, 2 chest, & 2 back
- Color-navy blue or charcoal gray
- Action Back for easy movement

Item #6

Minimum specifications for **Permalined Jackets.**

- Permanent quilted lining
- 65/35 Polyester/Cotton twill shell
- Waste length with solid brass zipper
- Adjustable side tabs
- Side slit pockets
- Button cuffs
- Elastic knit collar, cuffs, and waistband will **not** be accepted
- Color-navy blue or charcoal gray.
- Two (2) embroidered patches should be on each jacket. One patch should have the employee's name in navy blue. The other should include the County Department Name and logo in navy blue. Jackets for Fleet Management will not use patches.

Item #7

Minimum specifications for **Industrial Uniform Shorts.**

- 65/35 Polyester/Cotton
- Flat Front
- Button Front Closure & Heavy-Duty Brass Zipper
- Minimum of six (6) belt loops and wide enough to accommodate 2 ¼" belts
- Quarter-Top Front Pockets
- Darts Over Set-In Back Pockets
- Color-charcoal gray, navy blue or khaki

Item #8

Minimum specifications for **Executive Polo Uniform Shirts.**

- Cotton/Polyester knit polo style
- Three-button placket
- No curl, contrasting collar
- Contrasting cuffs
- The director's name should be embroidered in the shirt along with the department name and logo
- Color options should be provided

Item #9

Minimum specifications for **Executive Uniform Shirts.**

- Micro Check Fabric
- 65/35 Polyester/Cotton
- Seven (7) button fronts
- Banded dress collar with sewn-in stays
- Button-Through chest pockets with bar-tacked pencil stall
- Shall have the option to choose long or short sleeves, or a combination of both for the same price.

Item#10

Minimum specifications for **Executive Uniform Pants.**

- Double-pleated front pant or Flat Front
- Heavy-duty brass zipper
- Single hook-and-eye closure
- Dress-style waistband
- Quarter-top front pockets & hip pockets

- Color-according to Department
- Pants need to be pressed and ready to wear

Item #11

Minimum specifications for **Executive Denim Uniform Pants.**

- Blue jeans should have five pockets
- Heavy-duty brass zipper
- Riveted button closure
- Rivets at stress points
- Reinforced seams

Item #12

MATS

- All mats must be ADA approved.
- 4' x 6' Welcome Scraper
- 3' x 5' Walk-Off Mats
- 4' x 6' County Logo Welcome Mats

Item #13

SHOP TOWELS

- Shop Towels shall be 100% cotton
- Pricing Structures & Replacement Costs must be detailed in the proposal

Item #14

HAND CLEANER

- Non-scented pumice hand cleaner, 48oz or larger with wall mounted hand pump dispenser.

Item #15

TERRY CLOTH TOWELS (white)

- White 100% cotton, terry cloth hand towels. Roughly 16" x 19" in size

C. INSTRUCTIONS TO VENDOR

1. Submittal must include one (1) original RFP response clearly marked as original, and three (3) complete copies of the RFP response along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the vendors sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The vendor must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.

5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.
7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of RFP submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.
8. Questions regarding this solicitation must be emailed to John Stieglitz, Capital Projects & Purchasing Director at jstieglitz@colletoncounty.org no later than 12:00PM on Thursday, February 26, 2015. Answers to all questions will be posted on the County website as addendums to this proposal.

A "No Response" 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.

D. SELECTION CRITERIA

1. All proposals will be evaluated based on the responding Vendor's experience, technical ability, project approach and the cost for one week's rental, regardless of which department or location the uniforms are delivered too. Pricing for uniforms and other items will be based on the cost of one unit. This cost will be multiplied as it pertains to the department usage when a contract is negotiated.
2. Upon a successful negotiation of fees and contract terms subject to final approval by Colleton County Council a contract will be executed for the requested services.

E. SPECIFIC TERMS AND CONDITIONS

1. COMPETITION: This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.
2. RESPONDANTS QUALIFICATION: The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor's ability to provide said services.
3. RESPONSE WITHDRAWAL: Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. REJECTION: Colleton County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.

5. WAIVER: The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. RESPONSE PERIOD: All responses shall be good for a minimum period of 60 calendar days.
7. DEVIATIONS FROM SPECIFICATIONS: 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 responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. DEFAULT: In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future RFP's until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this RFP shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: In the event that this request for proposals is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Proposals is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found at https://www.municode.com/library/sc/colleton_county/codes/code_of_ordinances under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

15. CONTRACT AWARD:

- a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
- b. The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.

16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Capital Projects & Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

F. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the County may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.
2. OFFEROR'S COOPERATION: The Offeror shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Offeror, 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 County and its employees or by any member of the public, to indemnify and save the County 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 any resulting agreement or arising from or related to the equipment. Such costs are

to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally the County will not provide indemnity to the successful OFFEROR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without 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.
7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.
8. **PUBLICITY RELEASES:** Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Offeror shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
11. **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.
12. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.

13. TERMINATION OF CONTRACT:

1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the offeror.
 - a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
 - c. The County shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

14. GOVERNING LAWS: Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.

15. BONDS: Payment and Performance Bonds are not required for this request for proposals.

16. PURCHASING CARD: By submitting a proposal, contractor agrees to accept payment by the Colleton County Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows county agencies to make authorized purchases from a vendor, in conjunction with a purchase order.

17. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

18. TYPE OF CONTRACT: The intent of this proposal is a resulting multi-year contract for a total of three (3) years from the date of award from County Council. **Proposal prices shall remain firm for the entire term of the contract.** If any reduction in price is announced during the life of this contract, the County shall receive the benefit of such reduction.

19. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in force insurance must be provided in the response to the RFP

Other insurances:

Workers' Compensation - \$100,000 – each accident

Statutory Coverage and Employer's - \$100,000 each employee

Liability - \$500,000 – policy limit

Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence

\$1,000,000 – bodily injury aggregate

\$1,000,000 – property damage each occurrence

\$1,000,000 – property damage aggregate
Products – Completed Operations - \$1,000,000 – aggregate
Business Auto Liability – Same as Comprehensive General Liability
Excess or Umbrella Liability - \$1,000,000
Colleton County will be named as an “additional insured” par

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VENDOR REFERENCES

The following information is required in order that your proposals may be reviewed and properly evaluated.

Company Name: _____

Length of Time Company has been in business: _____

Local Commercial and/or Governmental References that you have previously performed similar contract services for:

Company

Company

Address

Address

Telephone

Telephone

Contact Person

Contact Person

Years of Service w/ this Company

Years of Service w/ this Company

Company

Company

Address

Address

Telephone

Telephone

Contact Person

Contact Person

Years of Service w/ this Company

Years of Service w/ this Company

PROPOSAL BREAKDOWN SHEET

Note: the pricing below will be applied as it pertains to the department usage when a contract is negotiated.

Pricing should be listed in the proposal per item. Each item will have a total of eleven sets per employee unless stated otherwise. Coveralls, mats, air fresheners, and shop towels, etc. should be listed separately on the breakdown sheet

Section A

ITEM TYPE	SPECIFICATIONS	INVENTORY ISSUED	RENTAL RATE PER PIECE	RENTAL WEEKLY RATE	REPLACEMENT RATE PER ITEM
Work Shirt	Industrial Men's Shirt	11			
Work Shirt	Industrial Women's Shirt	11			
Work Shirts	Industrial Striped Shirts	11			
Work Pants	Industrial Men's Pants	11			
Work Pants	Industrial Women's Pants	11			
Work Pants	Industrial Men's Cargo Pants	11			
Work Pants	Industrial Women's Cargo Pants	11			
Coveralls	Industrial Coveralls	2			
Coveralls	Insulated Coveralls	2			
Jackets	Permalined Jackets	2			
Executive	Men's Polo Shirts	11			
Executive	Women's Polo Shirts	11			
Executive	Micro Check Uniform Shirt	11			
Executive	Pleated Pants or Flat Front Pants	11			
Executive	Denim Uniform Pants	11			
Uniform Shorts	Men's Industrial shorts	5			
			Total weekly rental		

Section B

ITEM TYPE	INVENTORY	WEEKLY USAGE	UNIT RATE	WEEKLY RATE	REPLACEMENT RATE
Welcome Scraper 4 x 6	1	1			
Walk-Off Mats 3 x 5	1	1			
Logo Welcome Mats 4 X 6	1	1			
Shop Towels-small	50 towel per bag. Price as one unit	1			
Hand cleaner	Per 48oz tub with a dispenser	1			
Terry Cloth Towels	40 towels per bag. Price as one unit	1			
48" dry mop	1	1			
Dry mop handle	1	1			
Large wet mop head	1	1			
Large wet mop handle	1	1			
			Total weekly rental		

Section C

Environmental Waste Fees, Energy Surcharges, or Fuel Charges must be detailed in pricing provided.

Description of weekly single stop fees	Weekly rate
Fuel Service Charge	
Environmental Fee	
Service Charge	
Other Fees. (please list)	
Total weekly fees for a single stop	

Section D

DESCRIPTION	FEE CHARGED
Uniform Size Upcharge (fee is charged for sizes _____ & over)	
Name Emblems (sewn on) Screen Print	
Name Emblems (sewn on) Embroidered	
Direct Embroidery Charges on Executive Polo Shirts	
Preparation Charges (total set up cost) for New Employees	
Other Charges (Provide Detail)	

Provide Pricing & Descriptions for Garment Exchange Lockers: _____

Price per Z-rack to include frequency (ie. weekly, monthly, term of contract) _____

Services will be evaluated on the accumulative price of one week's rental

Section A total	
Section B total	
Section C total	

Bid Total	
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VENDOR NAME: _____

VENDOR SIGNATURE: _____