



1418 Third Avenue
Conway, SC 29526
Phone 843.488.0865

Invitation for Bid for Janitorial Service
for
Waccamaw Regional Transportation Authority

MYRTLE BEACH TRANSFER CENTER

Project Number: 120116

IFB Opening

January 20, 2017, 10:00 a.m. (EST)
1418 Third Ave.
Conway, South Carolina, 29526

SUMMARY STATEMENT

Waccamaw Regional Transportation Authority d/b/a The Coast RTA, is requesting bids from qualified bidders to furnish all necessary labor, supervision, supplies, material and equipment to satisfactorily perform janitorial services at the Myrtle Beach Transfer Center; Seven (7) days per week; Two (2) times per day; Three Hundred Sixty-Two (362) days per year. The Bidder will also provide all supplies necessary to perform the service (i.e. glass cleaner, multi-purpose cleaner, cloths, disinfectant, mop(s), broom(s), mopping solution, vacuum, furniture polish, toilet cleaner, toilet brush, & etc.). Services will be based on all provisions, instructions, and specifications as outlined in the bid. The bidder shall also be available or make available, staff for handling urgent or emergency cleaning situations which could potentially arise, as needed during the course of Waccamaw Regional Transportation Authority's daily business hours 7:00 a.m. to 8:00 p.m.

“Cover Sheet”

JANITORIAL SERVICE FOR MYRTLE BEACH TRANSFER CENTER

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
IFB ANNOUNCEMENT SHEET TO BE SIGNED & RETURNED WITH BID PACKAGE	2
1.0 BIDS RECEIVED	3
2.0 SEALED BIDS	3
2.1 BID SECURITY	4
2.2 IRREGULARITIES AND REJECTIONS	4
2.3 BIDDER QUALIFICATIONS	4
2.4 PROJECT SCHEDULE	4
3.0 AUTHORIZATION OF BID	4
3.1 AUTHORIZED SIGNATURE	4
4.0 BID FORMAT	4
4.1 BID FORMS	5
5.0 SYSTEM FOR AWARD MANAGEMENT (S.A.M.)	5
5.1 SAM REGISTRATION	5
6.0 PROTEST PROCEDURES	5
6.1 GENERAL	5
6.2 PROTESTS BEFORE OPENING	6
6.3 PROTESTS AFTER OPENING/PRIOR TO AWARD	6
6.4 PROTESTS AFTER AWARD	7
6.5 FTA PROTEST REVIEW PROCEDURES	7
7.0 ADDENDUM	7
8.0 BIDS WITHDRAWAL	7
9.0 BID REJECTION	7
10.0 BID QUALIFICATION FOR AWARD	7
11.0 BID AWARD	8
12.0 BIDS ACCEPTED	8
13.0 REMEDIES/SANCTIONS FOR BREACH OF CONTRACT	8
14.0 CONTRACT SUBLETTING	9
15.0 CONTRACT DOCUMENTS	9
15.1 CONTRACT CHANGES	9
16.0 INDEMNIFICATION	9
17.0 PROPRIETARY RIGHTS/RIGHTS IN DATA	9
18.0 APPLICABLE LAW	9
18.1 NON-DISCRIMINATION	10
19.0 TAX EXEMPTION	10
20.0 USE OF WACCAMAW REGIONAL TRANSPORTATION AUTHORITY'S NAME IN ADVERTISING AND PUBLIC RELATIONS	10
21.0 BIDDERS RESPONSIBILITY	10
22.0 COMPLIANCE WITH SCOPE OF WORK	10
23.0 PRICING	11
24.0 TERMS OF PAYMENT	11
25.0 INSURANCE	11
26.0 CORRESPONDENCE	12
27.0 INTRODUCTION TO SCOPE OF SERVICES	12
28.0 SCOPE OF SERVICES	14
FEDERAL CLAUSES	15-24
IRAN DIVESTMENT ACT	24-25
FORMS REQUIRED TO BE COMPLETED AND RETURNED <u>(SOME MUST BE NOTARIZED)</u>	26-34

<p style="text-align: center;">WACCAMAW REGIONAL TRANSPORTATION AUTHORITY (Waccamaw Regional Transportation Authority DBA The Coast RTA)</p> <p style="text-align: center;">INVITATION FOR BIDS</p> <p style="text-align: center;">SEALED BIDS WILL BE RECEIVED UNTIL 10:00 AM ON JANUARY 20, 2017 (EST)</p>	<p style="text-align: center;">MAIL OR HANDCARRY BIDS TO: WACCAMAW REGIONAL TRANSPORTATION AUTHORITY DBA THE COAST RTA PROCUREMENT DEPARTMENT 1418 THIRD AVE. CONWAY SC, 29526 TELEPHONE No. (843) 438-3015</p> <p style="text-align: center;">IFB #120116 (to be shown on envelope)</p>
<p>BID TITLE: JANITORIAL SERVICE AT MYRTLE BEACH TRANSFER CENTER</p>	
<p>VENDOR NAME:</p>	
<p>VENDOR MAILING ADDRESS:</p>	
<p>CITY – STATE – ZIP</p>	<p>PHONE NUMBER:</p>
<p>AUTHORIZED SIGNATURE:</p>	
<p>FEDERAL ID OR SOCIAL SECURITY NUMBER:</p>	<p>LIST DUNS NUMBER (REQUIRED): () YES () NO</p>
<p>I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR & WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE PROPOSER.</p>	<p style="text-align: center;">REGISTERED ON SYSTEM FOR AWARD MANAGEMENT (S.A.M.) (REQUIRED) WWW.SAM.GOV</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">AUTHORIZED SIGNATURE (TYPED / PRINTED)</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">TITLE DATE</p>
<p>IF A STATEMENT OF AWARD IS DESIRED, PLEASE ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE</p>	

IMPORTANT

BID ACCEPTANCE AND DELIVERY STATEMENT

IN COMPLIANCE WITH THE REQUEST, AND SUBJECT TO ALL CONDITIONS THEREOF, THE ABOVE SIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED WITHIN 120 DAYS OF AWARD TO FURNISH ANY OR ALL ITEMS/SERVICES PROPOSED ON, AT PRICES SET FORTH AND MAKE DELIVERY WITHIN THE TIMELINE SPECIFIED HEREIN.

Janitorial Service for Myrtle Beach Transfer Center 120116

Procuring Entity: Waccamaw Regional Transportation Authority
Project Number: 120116
Issue Date: December 15, 2016
Procuring Entity: Waccamaw Regional Transportation Authority,
1418 Third Avenue, Conway, SC 29526
Procurement Manager: Mr. Kevin L. Parks, Grants & Procurement Manager
Telephone Number: 843-438-3015
Fax Number: 843-438-0874
Email: procurement@coastrta.com

1.0 BIDS RECEIVED

Sealed bids will be received by Waccamaw Regional Transportation Authority, 1418 Third Avenue, Conway, SC 29526 in accordance with the scope of work, instructions, and conditions until January 20, 2017, 10:00 a.m. (EST) at which time all bids, properly received and in proper form shall be publicly opened and read aloud.

Bids received prior to the advertised hour of opening will be kept securely sealed. Any bids received after the time to which reference is made will not be considered.

It is anticipated that approximately 80 percent of the funding for this project is being provided by the Federal Transit Administration (FTA) or The South Carolina Department of Transportation (SCDOT) and is subject to all applicable federal laws, standards, and regulations, which are elaborated upon throughout this bid solicitation.



A pre-bid conference to view the facility is scheduled for January 12, 2017, 3:00 p.m. at The Myrtle Beach Transfer Center located at 580 10th Avenue North, Myrtle Beach, SC 29577. **Attendance is not mandatory, but is highly recommended.**



Waccamaw Regional Transportation Authority has prepared and attached to these instructions the required forms to be submitted with the bid. The bid and all other accompanying documents or materials submitted by the bidder will constitute part of the bid package.

2.0 SEALED BIDS

Sealed envelopes containing the bid packages must be sealed and addressed as follows:

**Attn: Kevin Parks
IFB 120116
Waccamaw Regional Transportation Authority
1418 Third Avenue
Conway, SC 29526**

All bids and required documentation shall be in a sealed envelope and be marked on the outside in the lower left corner with Name of Project (Janitorial Services); and Project Number (120116).

Janitorial Service for Myrtle Beach Transfer Center 120116

THREE (3) BIDS ARE TO BE SUBMITTED, WITH ONE OF THE THREE BEING CLEARLY MARKED AS THE ORIGINAL.

2.1 Bid Security

Submit with all bids over \$10,00.00 a Cashier's Check, Certified Check or Bid Bond for 5% of the annual cost.

2.2 Irregularities and Rejections

Waccamaw Regional Transportation Authority reserves the right to waive irregularities in the bid and in bidding, and to reject any or all bids.

2.3 Bidder Qualifications

- A. If the bidder is an entity organized in a state other than South Carolina, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in South Carolina and shall be registered with South Carolina Department of Revenue, and shall provide proof that any necessary any other jurisdictional licenses required to operate within the City of Myrtle Beach, SC and Horry County, SC.
- B. The bidder should have been in the cleaning business for at least three (3) years.

2.4 Project Schedule

The following schedule will be adhered to with regard to the Invitation for Bids, and is subject to change:

Bid Announcement	December 15, 2016
Pre-Bid Conference	January 12, 2017, 3:00 p.m. (EST)
Bid Opening	January 20, 2017, 10:00 a.m. (EST)
Anticipated Award & Notice to Proceed	January 26, 2017

3.0 AUTHORIZATION OF BID

If an individual doing business under an assumed name, the bids shall so state. If the bid is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and one member shall sign the bid thereof. If a corporation makes the bid, an authorized officer shall sign it in the corporate name. If the bids are made by a joint venture, the full name and address of each member of the joint venture shall be given and each venture shall sign the bids. The forms are included and they are to be filled out and submitted with the bid.

3.1 AUTHORIZED SIGNATURE

The authorized signature block found on any document in connection with this procurement and/or its resulting contract must always be signed on the bidder's or contractor's behalf by an individual who is authorized to bind the bidder or contractor to all statements, services and prices contained therein.

4.0 BID FORMAT

The bidders shall specify in their bid the section(s) they are responding to and if they are meeting the stated technical scope of work. It is required that all bidders follow the bids format and include the following specific information.

Janitorial Service for Myrtle Beach Transfer Center 120116

4.1 BID FORMS

Your bid must be submitted on a price form. The price form shall include all elements of cost for providing the proposed service(s). If needed, please provide additional price documentation on a separate sheet.

The following documents are to be completed by the bidder and must be submitted with the bid:

➤ FTA Procurement Compliance Forms as Directed:

- Certification of Contractor Debarment, Suspension and other Responsibility Matters
- Non-Collusion Affidavit
- Certification of Compliance with Restrictions on Lobbying
- Certification of Compliance for Drug Free Workplace
- Acknowledgment of Addenda
- Compliance with Scope of Work
- List of Similar Contracts/References
- Price Form (If needed, please provide additional price documentation on separate sheet)
- DBE Approval Certification

➤ Schedule of Deliverables

All names on the bid shall be typed or printed below the signatures. Bids must include the required forms provided. Bids submitted on any other form may be considered non-responsive and may be rejected. Any erasures, corrections or other changes appearing on the bid form must be initialed and dated by the person signing the bid.

All documents to be submitted with the bid must be properly signed and notarized where specified.

5.0 SYSTEM FOR AWARD MANAGEMENT (www.sam.gov)

5.1 All bidders must be registered on The System for Award Management (SAM), an official website of the U.S. government (See Page 2). The SAM system is found online at www.sam.gov. There is **NO** cost to use SAM. Register to do business with the U.S. government, and its entities for free, directly from this site. Find free help with your SAM registration on our HELP tab, including user guides, videos, and FAQs. Bidders must also provide a DUNS number. (See Page 2).

6.0 PROTEST PROCEDURES

6.1 GENERAL

Protest may be made by prospective bidder or bidders whose direct economic interest would be affected by the award of a contract or by failure to award a contract. Waccamaw Regional Transportation Authority will consider all protest requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Brian Piascik, General Manager/CEO, Waccamaw Regional Transportation Authority, 1418 Third Avenue, Conway, SC 29526. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. Protest must include the following information:

- A. Name, address, and telephone number of protestor,
- B. Identification of contract solicitation number,
- C. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- D. A statement as to what relief is requested.

Protest must be submitted to Waccamaw Regional Transportation Authority with ten (10) days of award of any contract, and in accordance with these procedures and time requirements must be complete and contain all issues that the protestor believes relevant. In the procedures outlined below, the General Manager is considered to be the Contracting Officer.

6.2 PROTESTS BEFORE OPENING

Bid protest alleging restrictive specifications or improprieties which are apparent prior to the bid opening or receipt of bids must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the bid opening or closing date for receipt of bid bids. If the written protest is not received by the time specified bids or bids may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of Waccamaw Regional Transportation Authority's request. So far as practical, appeals will be decided based on the written appeal, information and written responses submitted by the appealing party and other bidders. In failure of any party to timely respond to a request form information, it may be deemed by Waccamaw Regional Transportation Authority that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by Waccamaw Regional Transportation Authority, the Contracting Officer, shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

6.3 PROTEST AFTER OPENING/PRIOR TO AWARD

Bid protests against the making of an award by Waccamaw Regional Transportation Authority must be submitted in writing to the Contracting Officer and received within ten (10) days of the award by Waccamaw Regional Transportation Authority. Notice of the protest and the basis thereto will be given to all bidders or bidders. In addition, when a protest against the making of an award by Waccamaw Regional Transportation Authority is received and it is determined to withhold the award pending disposition of the protest, the bidders or bidders whose bids or bids might become eligible for award shall be requested before the expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to ten (10) days after resolution of the protest unless Waccamaw Regional Transportation Authority determines that:

- a) The items to be purchased are urgently required
- b) Delivery or performance will be unduly delayed by failure to make an award promptly, or
- c) Failure to make an award will otherwise cause undue harm to Waccamaw Regional Transportation Authority or the federal government.

6.4 PROTESTS AFTER AWARD

In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date of the protest is received by Waccamaw Regional Transportation Authority; the execution of the contract will not be made prior to ten (10) days after resolution of the protest unless Waccamaw Regional Transportation Authority determines that:

- a) The items to be purchased are urgently required
- b) Delivery or performance will be unduly delayed by failure to make an award promptly, or
- c) Failure to make an award will otherwise cause undue harm to Waccamaw Regional Transportation Authority or the federal government.

6.5 FTA PROTEST REVIEW PROCEDURES

Circumstances under which FTA will accept and review protests are limited to the following:

- a) The alleged failure of Waccamaw Regional Transportation Authority to have written protest procedures;
- b) The alleged failure of Waccamaw Regional Transportation Authority to follow such procedures;
- c) The alleged violation by Waccamaw Regional Transportation Authority of a specific federal requirement; which provides an applicable complaint procedure.

7.0 ADDENDUM

Any changes in these instructions, the general conditions or scope of work, or other requirements will be accomplished by an addendum in writing, sent to all prospective bidders. All such addenda shall become a part of the contract. **Each prospective bidder is required to acknowledge receipt of all addenda in writing, by completing and signing the attached addendum form.** Failure to acknowledge receipt of all addenda may cause the bids to be considered non-responsive, and therefore, rejected.

8.0 BIDS WITHDRAWAL

Each and every bidder who submits their bid specifically waives any right to withdraw it except as hereinafter provided. Bidders will be given permission to withdraw any bids after it has been deposited with Waccamaw Regional Transportation Authority provided bidder makes his request by telephone, facsimile or in writing, twenty-four (24) hours before the due time. Request pertaining to withdrawal by telephone or facsimile must be confirmed in writing by the bidder and must reach the office of the Grants & Procurement Manager of Waccamaw Regional Transportation Authority not later than one (1) hour prior to the time fixed for submission of bids. No bidders may withdraw their bid within sixty (120) days after the date and time fixed for bids opening.

9.0 BID REJECTION

Waccamaw Regional Transportation Authority reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bids or prejudice other bidders, or to reject, for good and compelling reason, any and all bids submitted. Conditional bids, or those which take exception to the general conditions, scope of work, or to other contract requirements may be rejected. When a bid shows evidence of unbalanced bid (i.e., some of the items represent nominal prices while others are grossly inflated) such bids may be deemed non-responsive.

10.0 BID QUALIFICATIONS FOR AWARD

- a) Award will be made to the lowest price, responsive and responsible bidder.
- b) All bids must be good for 120 days, from the date of bid opening.

Janitorial Service for Myrtle Beach Transfer Center 120116

Consideration will be given to bidder's previous experience, price, and ability to meet all scoring criteria listed in this Invitation for Bid.

- c) Waccamaw Regional Transportation Authority will allow a 90 day trial period with the low bidder. If Waccamaw Regional Transportation Authority is not satisfied with the quality of work, and/or vendor is unwilling or unable to take immediate corrective action, the low bidder will be deemed non-responsible and termination will be invoked. Waccamaw Regional Transportation Authority will then offer the contract to the next lowest responsive and responsible bidder, or a new Invitation for Bids may be opened.
- d) Procurement resulting in a single bid will be treated as a negotiated procurement and Waccamaw Regional Transportation Authority reserves the right to negotiate with a single bidder to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, Waccamaw Regional Transportation Authority reserves the right to reject the single bid.

11.0 BID AWARD

In order for a bidder to be eligible to be awarded the contract, the bid must be responsive to the solicitation and Waccamaw Regional Transportation Authority must be able to determine that the bidders are responsible to perform the contract satisfactorily.

Waccamaw Regional Transportation Authority will award a single, one-year, firm-fixed price contract, with the option to renew and award up to two (2) additional one-year, firm-fixed price contracts.

Bid must remain in effect one hundred and twenty (120) days from the bid opening. Conditional bids, or those which take exception to the general conditions, scope of work, or to other contract requirements may be rejected.

Waccamaw Regional Transportation Authority reserves the right to withdraw this request at any time without prior notice or to postpone the bid opening for its own convenience. Waccamaw Regional Transportation Authority makes no representations that any agreement will be awarded to any bidder responding to this request. Waccamaw Regional Transportation Authority reserves the right to reject any and all bids responding to this invitation without indicating any reason for such rejections. Waccamaw Regional Transportation Authority reserves the right nevertheless, to accept the bid other than the lowest, if it determines that Waccamaw Regional Transportation Authority's interest will be best served by doing so, or to reject all bids or parts of bids received.

12.0 BIDS ACCEPTED

Each bid will be submitted with the understanding that the acceptance in writing by Waccamaw Regional Transportation Authority of the bid to furnish any or all items described therein, shall constitute a contract between the bidders and Waccamaw Regional Transportation Authority. This shall bind the bidders on his/her part to furnish and deliver at their bid price, and in accordance with conditions of said accepted bids, the scope of work.

13.0 REMEDIES/SANCTIONS FOR BREACH OF CONTRACT

Without limiting in any manner other remedies or damages to which Waccamaw Regional Transportation Authority may be entitled in law or in equity and/or under this contract in the event of a breach by the contractor or failure by the contractor to satisfactorily complete the work it contracts to do herein, Waccamaw Regional Transportation Authority shall be entitled to recover the full amount of its cost which are related in any manner to soliciting a new bid or bids, which include all or any portion of the work the contractor has agreed to perform under this contract. Should contractor fail to substantially complete the work covered by this contract within the time specified, and unless such delay is caused by actions entirely beyond the control of the contractor, contractor shall likewise be liable to Waccamaw Regional Transportation Authority for all expenses and damages, direct and consequential, resulting from such delays.

14.0 CONTRACT SUBLETTING

No contract may be assigned, sublet or transferred without the express written consent of Waccamaw Regional Transportation Authority.

15.0 CONTRACT DOCUMENTS

The successful bidder shall execute a contract with Waccamaw Regional Transportation Authority in a form satisfactory to Waccamaw Regional Transportation Authority that will incorporate the terms and condition set forth in this Invitation for Bid and the documents included therein. The contract may also contain such other terms and conditions as Waccamaw Regional Transportation Authority may require. In lieu of a written contract, the bidder may elect to allow the contents set forth in the original Invitation for Bid and any amendments to serve in lieu of a formal written contract. In no event shall a formal contract supersede terms and conditions set forth in the Invitation for Bid or any amendments.

15.1 CONTRACT CHANGES

Any changes in this contract shall be submitted to Waccamaw Regional Transportation Authority for its approval and Waccamaw Regional Transportation Authority will make the change by written contract modifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any contractor-initiated specification change(s) not properly ordered by written modification to the contract and signed by Waccamaw Regional Transportation Authority.

16.0 INDEMNIFICATION

The contractor shall indemnify, save, defend and hold harmless Waccamaw Regional Transportation Authority, its officers, agents and employees free of all losses, damages, claims and expenses in any wise arising or resulting from the actions and omissions of the Contractor, its employees, agents or contractors in the performance of its services hereunder.

17.0 PROPRIETARY RIGHTS/RIGHTS IN DATA

The term *subject data* used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in scope of work or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to; computer software, engineering drawings and associated list, scope of work, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term *subject data* does not include financial reports, cost analysis, and similar information incidental to contract administration.

The procuring agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for its purposes.

1. Any subject data, required to be developed and first produced in the performance of the contract and specifically paid for as such under the contract, whether or not a copyright has been obtained; and
2. Any rights of copyright to which the contractor, subcontractor or supplier purchase ownership for the purpose of performance of the contract and specifically paid for as such under the contract.

The contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the contract.

18.0 APPLICABLE LAW

The contract shall be construed and governed in accordance with the law of the State of South Carolina. All actions whether sounding in contract or tort relating to the validity, construction, interpretation and

Janitorial Service for Myrtle Beach Transfer Center 120116

enforcement of the contract shall be instituted and litigated in the Courts of the State of South Carolina, located in Horry County, and in no other. In accordance therewith, the parties to this contract submit to the jurisdiction of the Courts of the State of South Carolina, located in Horry County.

18.1 NON-DISCRIMINATION

The contractor who is the recipient of Waccamaw Regional Transportation Authority funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy. The bidder agrees to fully comply with the federal mandates of the Americans with Disabilities Act. The bidder further agrees that this article will be incorporated by the bidder in all contracts entered into with suppliers of materials, services, subcontractors and all labor organizations, furnishing skilled, unskilled and craft union connection with this contract.

19.0 TAX EXEMPTION

Purchaser is exempt from payment of all Federal, State and local taxes in connection with the project. Said taxes must not be included in bid prices. Purchaser will provide necessary tax exemption certificates to manufacturer upon request.

20.0 USE OF WACCAMAW REGIONAL TRANSPORTATION AUTHORITY'S NAME IN ADVERTISING AND PUBLIC RELATIONS

Waccamaw Regional Transportation Authority reserves the right to review and approve Waccamaw Regional Transportation Authority related copy prior to publication. The contractor shall not proceed with Waccamaw Regional Transportation Authority related copy to be published in the contractor's advertisement or public relations program until submitting a copy and receiving prior written approval from Waccamaw Regional Transportation Authority. The contractor shall agree that material published about or referring to Waccamaw Regional Transportation Authority and its equipment shall be factual and in no way imply that Waccamaw Regional Transportation Authority encourages the contractor's firm or service.

21.0 BIDDERS RESPONSIBILITY

It is the intent of this scope of work to provide for goods and services of first quality, and the workmanship must be the best obtainable in the various trades. The bidder's shall assume responsibility for all materials used in the bids item whether the vendor manufactures the same or purchased ready-made from a source outside the Bidder's company.

22.0 COMPLIANCE WITH SCOPE OF WORK

The successful bidder shall certify that the services furnished under the contract shall fully comply with the scope of work attached hereto. In the event any materials or services furnished by the bidders do not fulfill the intention of these scope of work or do not comply with the specification conditions and requirements as accepted by the bidder, said materials or services shall not be considered as being delivered and the assessment for liquidated damages set forth shall apply and be enforced.

All janitorial work performed by the contractor will be inspected by Waccamaw Regional Transportation Authority operation's staff and/or designee in a timely fashion. Items requiring corrections or not meeting specification shall be noted and submitted to the contractor. The contractor shall correct any deficiencies promptly with no additional expense to Waccamaw Regional Transportation Authority.

Janitorial Service for Myrtle Beach Transfer Center 120116

23.0 PRICING

The price in any bid submitted shall include all labor, materials, equipment, supplies and other cost necessary to fully complete any or the entire bid.

24.0 TERMS OF PAYMENT

Unless other payment arrangements are agreed upon, payment shall be net thirty (30) days after completion and acceptance of services and receipt of the invoice. Invoices should be sent to the attentions of Waccamaw Regional Transportation Authority Accounts Payable Department or preferably via email to: accountspayable@coastrta.com.

Bidder's invoice for services shall reflect:

- Purchase order number
- Delivery date of service
- Description of work performed
- Total invoice amount

25.0 INSURANCE **IMPORTANT**

****Insurance Requirements: \$100,000.00 (One Hundred Thousand Dollars)****

- General Liability
- Employer's Liability

The bidder shall furnish satisfactory proof of insurance to Waccamaw Regional Transportation Authority. On each policy of insurance required hereunder, Waccamaw Regional Transportation Authority shall be named as additional insured.

In addition, the bidder shall maintain in effect at all times during the performance of work under this contract, workmen's compensation insurance, **only as required by state law**.

****Insurance Requirements: \$100,000.00 (One Hundred Thousand Dollars)****

Unless specific requirements are listed below, bidder shall obtain and thereafter maintain and pay the premiums for insurance of the types and the limits that it deems sufficient for its protection.

Additional insurers required by contract should be automatically included in all of the Bidder's insurance programs:

Waccamaw Regional Transportation Authority
Myrtle Beach Transfer Center
580 10th Ave. North
Myrtle Beach, SC 29577

- a. Proof that such insurance coverage exists shall be furnished to Waccamaw Regional Transportation Authority before the bidder commences any of the parts of the work of the Contract. The bidder agreed that if any policy of insurance is in effect in such manner as to affect the insurance called for herein, 30 days notice in writing shall be given to Waccamaw Regional Transportation Authority prior to any such change or cancellation.
- b. The bidder shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of and the Bidder's performance of this Contract. The Bidder shall indemnify Waccamaw Regional Transportation Authority for fines, penalties and corrective measures that result from the acts of commission or

Janitorial Service for Myrtle Beach Transfer Center 120116

omission of the bidder, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.

- c. Waccamaw Regional Transportation Authority will give to the bidder prompt notice in writing of the institution of any suit or proceeding and permit the bidder to defend same, and will give all needed information, assistance, and authority to enable the bidder to do so. The bidder shall similarly give Waccamaw Regional Transportation Authority immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The bidder shall furnish immediately to Waccamaw Regional Transportation Authority copies of all pertinent papers received by the bidder.
- d. The bidder shall require its subcontractors, if any, to obtain an amount of insurance coverage, which is deemed adequate by the bidder. The bidder shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the bidder.
- e. Waccamaw Regional Transportation Authority reserves the right to inspect in person, prior to commencement of the work, all of the bidder's insurance policies in regard to insurance required herein.

26.0 CORRESPONDENCE

In cases where communication is required between bidders and Waccamaw Regional Transportation Authority, such as further information, furnishing of scope of work, or obtaining approval of proposed service, such communications from bidder shall be forwarded directly to Procurement Manager, 1418 Third Avenue, Conway, SC 29526. Telephone Number: (843) 438-3015, Fax Number: (843) 488-0874, or via Email: procurement@coastrta.com. Note: The bid number 120116 must be shown on all correspondences.

27.0 INTRODUCTION TO SCOPE OF SERVICES AND REQUIREMENTS

The following information is provided to assist the bidder in understanding the scope of services needed by Waccamaw Regional Transportation Authority.

A pre-bid conference is scheduled for January 20, 2017, 3:00p.m. at The Myrtle Beach Transfer Center, 580 10th Avenue North, Myrtle Beach, SC 29577. **Attendance is not mandatory, but attendance is highly recommended.** The pre-bid conference will provide the opportunity to review the requirements and intent of the contract documents. Following the meeting attendees will be invited to a walk-through of Waccamaw Regional Transportation Authority's Transfer Center location.

As a public transportation agency Waccamaw Regional Transportation Authority takes pride in providing an exceptionally clean and safe environment at all times for its patrons and employees and expects the janitorial services to demonstrate this same pride in their work performed.

1. Staffing

The Contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

2. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the Contract Administrator shall be notified

Janitorial Service for Myrtle Beach Transfer Center 120116

- prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:
- a. Read, write, speak and understand the English language.
 - b. Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
 - c. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
 - d. Maintain poise, self-control, tact, diplomacy and mature judgment under stress.
3. Employee Acceptance by Waccamaw Regional Transportation Authority: Waccamaw Regional Transportation Authority will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. Waccamaw Regional Transportation Authority reserves the right to require the Contractor to remove any janitorial personnel from further duty at the transfer center, without cause and without the right to recover damages by such janitorial employee or by the Contractor from Waccamaw Regional Transportation Authority. If Waccamaw Regional Transportation Authority requires the removal of any janitorial personnel from duty, Waccamaw Regional Transportation Authority will attempt to provide the Contractor reasons for the removal demand. However, Waccamaw Regional Transportation Authority is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by Waccamaw Regional Transportation Authority.
4. Uniform and Appearance Standards
The selected Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other proper attire with identification that clearly identifies them as an employee of the Contractor.
5. Contractor Responsibility
The successful Contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial service at the Waccamaw Regional Transportation Authority Transfer Center.
6. Waccamaw Regional Transportation Authority
Waccamaw Regional Transportation Authority will be responsible for providing direction to the Contractor. These activities include, but may not be limited to, the following:
- o Identify a Contract Administrator at the time of award for each facility. The Contract Administrator will submit in writing to the Contractor the names of Waccamaw Regional Transportation Authority personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than Waccamaw Regional Transportation Authority authorized personnel will not be accepted or paid for by Waccamaw Regional Transportation Authority.
 - o Provide training assistance to Contractor's staff in security protocols and procedures.
 - o Furnish electrical power at existing power outlets for the Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose.
 - o Supply all consumable supplies for restrooms to include hand soaps, paper towels, toilet tissue, toilet seat covers, trash can liners.
 - o Provide storage for the Contractor to store any necessary supplies, materials and equipment.
 - o Establish time and frequency of any necessary direct meetings with the Contractor's Manager.
 - o Schedule any necessary inspections with the Contractor's Manager. Quality service and strict adherence to the contract will be expected from the Contractor.

Janitorial Service for Myrtle Beach Transfer Center 120116

7. Security

Keys to any locked areas of the facility will be made available at the time janitorial services are being performed, but they shall not be removed from the premises. However, it shall be noted that all work is scheduled to be completed during normal business hours (7:00 a.m. – 8:00 p.m.). All costs accrued in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor. Upon completion of activities each day involving locked doors & cabinets, the Contractor shall be responsible for securing all previously locked areas of building prior to departure.

28. SCOPE OF SERVICES

Cleaning Specifications and Frequency

Dust Mop (Sweep) Hard Surface Floors	7 days/wk. x 2
Damp Mop Hard Surface Floors Stains Using Appropriate Cleaner	7 days/wk. x 2
Empty & Wipe Clean All Waste Baskets	7 days/wk. x 1 x 2 if necessary
Vacuum All Rugs	7 days/wk. x 2
Sweep Porch	7 days/wk. x 2
Sweep, Clean, Mop and Disinfect All Restrooms, Toilets, & Sinks	7 days/wk. x 2
Clean All Mirrors, Vanities, Paper Towel Dispenser & Faucets	7 days/wk. x 2
Site Supervision	7 days/wk. x 2
Gather Supplies & Equipment for Shift	7 days/wk. x 2
Clean & Arrange Janitor Closet (or Storage Area)	7 days/wk. x 2
Prepare for The Next Day	7 days/wk. x 2
Spot Clean All Walls, Light Switches, Doors & Door Knobs	2 days/wk.
Detail Dust - High & Low Areas	Monthly

Daily Cleaning Times (Approximate)

1. Cleaning no. one (1) approximately 12:00 Noon
2. Cleaning no. two (2) approximately 6:00 p.m.

NOTE: Inconsistencies in required cleaning frequencies will always be resolved in favor of the higher number of times required to be cleaned.

Dimensions

846 Square Feet

Building Characteristics

- (2) Restrooms
- (1) Lobby/Sitting Area
- (1) Office Area
- (1) Porch

Federal Transit Administration (FTA)

Required Contract Clauses

The document complies with FTA Circular 4220.1F
"Third Party Contracting Requirements,"
FEDERAL TRANSIT ADMINISTRATION

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. 49 CFR Part 18

Energy Conservation _ The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i) 49 CFR
633.17

Access to Records - The following access to records requirements apply to The Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to The contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to The contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49

Janitorial Service for Myrtle Beach Transfer Center 120116

U.S.C. 5302(a)1) through other than competitive bidding, the Contractor will make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under The contract for a period of not less than three years after the date of termination or expiration of The contract, except in the event of litigation or settlement of claims arising from the performance of The contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ noncompetitive award		Yes, if noncompetitive award or if funded thru ² 5307/5309/5311	None unless noncompetitive award	None unless noncompetitive award	None unless noncompetitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

FEDERAL CHANGES

49 CFR Part 18

Janitorial Service for Myrtle Beach Transfer Center 120116

Federal Changes - Contractor will at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply will constitute a material breach of the contract.

RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to The contract and will not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause will not be modified, except to identify the subcontractor who will be subject to its provisions.
-

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded

by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses will not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

49 U.S.C. Part 18 FTA
Circular 4220.1D

- a. Termination for Convenience (General Provision)- The (Recipient) may terminate The contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor will be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate The contract for default. Termination will be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default or any of the terms, covenants, or conditions of The contract within [ten (10) days] after receipt by Contractor or written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) will have the right to terminate the contract without any further obligation to

Contractor. Any such termination for default will not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of The contract, such waiver by (Recipient) will not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of The contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate The contract, in whole or in part, when it is in the Government's interest. If the

Janitorial Service for Myrtle Beach Transfer Center 120116

contract is terminated, the Recipient will be liable only for payment under the payment provisions of The Contract for services rendered before the effective date of termination.

- f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in The contract or any extension or if the Contractor fails to comply with any other provisions of The contract, the (Recipient) may terminate The contract for default. The (Recipient) will terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in the contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in The contract or any extension or if the Contractor fails to comply with any other provisions of The contract, the (Recipient) may terminate The contract for default. The (Recipient) will terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If the contract is terminated while the Contractor has possession of Recipient goods, the Contractor will, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) will agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the (Recipient).

- h. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate The contract, or any portion of it, by serving a notice or termination on the Contractor. The notice will state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice will state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor will account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor will promptly submit its termination claim to the (Recipient) and the parties will negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor will be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549
Instructions for Certification

Janitorial Service for Myrtle Beach Transfer Center 120116

1. By signing and submitting this bid or bid, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing will be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective lower tier participant certifies, by submission of this bid or bid, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant will attach an explanation to this bid.

PRIVACY ACT

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES OF CONTRACT AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1D

Disputes - Disputes arising in the performance of The Contract which are not resolved by agreement of the parties will be decided in writing by the authorized representative of Waccamaw Regional Transportation Authority, Brian Piascik, CEO / General Manager. This decision will be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Brian Piascik, CEO / General Manager. In connection with any such appeal, the Contractor will be afforded an opportunity to be heard and to bid evidence in support of its position. The decision of the General Manager will be binding upon the Contractor and the Contractor will abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor will continue performance under the contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore will be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to the agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract documents and the rights and remedies available there under will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), or Contractor will constitute a waiver of any right or duty afforded any of them under the contract, nor will any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

This section is being developed to reflect the new rule in 49 CFR Part 26.

Disadvantaged Business Enterprise Provision

1. The Federal Fiscal Year goal has been set by the Waccamaw Regional Transportation Authority in an attempt to match projected procurements with available qualified disadvantaged businesses. Waccamaw Regional Transportation Authority goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Waccamaw Regional Transportation Authority as set forth by the U.S. Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and are considered pertinent to any contract resulting from this Invitation for Bid.

If a specific DBE goal is assigned to the contract, it will be clearly stated in the Special Specifications, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Waccamaw Regional Transportation Authority may declare the Contractor non-complaint and in breach of the contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to the contract.

- a) Policy - It is the policy of the U.S. Department of Transportation and Waccamaw Regional Transportation Authority that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, will have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under the agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to the contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under the agreement. In this regard, the Contractor will take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor will not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of Waccamaw Regional Transportation Authority to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Waccamaw Regional Transportation Authority procurement activities is encouraged.

- b) DBE obligation _ The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors will take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Waccamaw Regional Transportation Authority may declare the Contractor noncompliant and in breach of contract.
- d) The Contractor will keep records and documents for a reasonable time following performance of The Contract to indicate compliance with the Waccamaw Regional Transportation Authority DBE program. These records and documents will be made available at reasonable times and places for

inspection by any authorized representative of Waccamaw Regional Transportation Authority and will be submitted to Waccamaw Regional Transportation Authority upon request.

- e) Waccamaw Regional Transportation Authority will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1D

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in the agreement. The Contractor will not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

IRAN DIVESTMENT ACT NOTICE:

Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, the Executive Director of the SC State Fiscal Accountability must publish a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments.

Section 11-57-330(B) prohibits any State or Waccamaw Regional Transportation Authority, DBA The Coast RTA, contractor from utilizing any subcontractor identified on the Iran Divestment Act List. You may read the entire act at the following URL:

<http://www.scstatehouse.gov/code/t11c057.php>

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 State Fiscal Accountability Authority 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.*

The first new clause creates the bidder's certification he is not on the list. It is part of instructions to offerors, and must be added by amendment to all solicitations that have not yet been opened. The clause reads:

IRAN DIVESTMENT ACT- CERTIFICATION

(a) The Iran Divestment Act List is a list published by the 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-irandivestment.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 Waccamaw Regional Transportation Authority to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, 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. For solicitations that have been opened but not awarded, the successful offeror must execute a separate certification prior to award. A form for this certification is attached.

The second new clause (1) creates a duty to advise the buyer if, after award but before a renewal, a contractor is added to the list; and (2) prohibits subcontracting with persons on the list. It must be added to all open solicitations by amendment; and to solicitations that have been opened but have not yet been awarded and to any current contracts that have renewable option terms remaining, by change order or directive. It is part of the performance requirements of the contract, and appears in Section VIIA. The clause reads:

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS- (JAN 2015):

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

The final clause pertains to all open solicitations; to all contracts awarded or to be awarded pursuant to solicitations that did not include the clause; and to all current contracts, where the contract term includes renewal options. The revised clause reads:

TERM OF CONTRACT - OPTION TO RENEW:

Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

**CERTIFICATION OF CONTRACTOR
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

MUST BE SUBMITTED WITH BID

The potential contractor for Waccamaw Regional Transportation Authority (Primary Participant), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transaction by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant will attach an explanation to this certification)

THE PRIMARY PARTICIPANT,

_____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS ON 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature & Title of Authorized Official

Date

MUST BE SUBMITTED WITH BID OR BID
NON-COLLUSION AFFIDAVIT
(Must Be Notarized & Submitted With Bid)

State of _____, County of _____, being first duly sworn,
deposes and says that:

- (1) He/She is _____ (Owner, Partner, Officer, Representative, or Agent) of _____. The respondent that has submitted the attached Response;
- (2) He/She is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- (3) Such Response is genuine and is not a collusion or sham;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm or person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against of any person interested in the proposed Contract.

Sign _____

Title _____

(Must Be Notarized)

Subscribed and sworn to before me

This _____ day of _____, 20_____

Notary Public

My commission expires

MUST BE SUBMITTED WITH BID

**CERTIFICATION OF COMPLIANCE
WITH
RESTRICTIONS ON LOBBYING**

I, _____, do hereby certify on behalf of that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) All subcontractors and sub recipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance will be placed or if this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2017

BY: _____
Signature of Authorized Official

Title of Authorized Official

MUST BE SUBMITTED WITH BID

**CERTIFICATION OF COMPLIANCE
FOR DRUG FREE WORK PLACE**

The Federal Transit Administration, (FTA) in response to passage of the Omnibus Transportation Employee Testing Act of 1991, has published two regulations prohibiting drug use and alcohol misuse by transit employees and requiring transit agencies to test for prohibited drug use and alcohol misuse. These regulations are 49CFR part 653, "Prevention of Prohibited Drug Use in Transit Operations". In addition, the Department of Transportation (DOT) has issued 49CFR part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs", which prescribes testing methods to be followed.

The Federal Highway Administration (FHWA) and the FTA have agreed that transit agencies with safety-sensitive employees holding Commercial Driver's Licenses (CDL's) are covered by the FTA drug and alcohol regulations. However, these regulations are not limited to holders of CDL's and affect all employees who perform safety-sensitive functions, including those who are employed by a contractor hired by the transit agency to provide transit services.

The FTA has determined that "safety-sensitive" functions are performed by those employees who operate revenue service vehicles that require drivers to hold CDLs, dispatch or control revenue service vehicles and maintain revenue service vehicles or equipment used in revenue service. These categories include supervisors who perform these functions. The types of drug and alcohol tests required by the FTA regulations are pre-employment, reasonable suspicion, postaccident, random, return to duty and follow-up.

The Potential Contractor for Waccamaw Regional Transportation Authority _____

_____, certifies the Company and its sub-contractors (if applicable) affirm a Drug Free Workplace Policy has been established and agrees to comply with requirements of the Omnibus Transportation Employee Testing Act of 1991.

Signature & Title of Authorized Official

Date: _____

MUST BE SUBMITTED WITH BID

ACKNOWLEDGEMENT OF ADDENDUMS

The undersigned acknowledges receipt of the following addenda to the documents. (Give number and date of each).

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non responsive to the invitation, which would require rejection of the bid. The outside of the envelope carrying the bid shall be marked to show amendments and addendums received.

Date: _____

Signature: _____

Company Name: _____

Title: _____

MUST BE NOTARIZED SUBMITTED WITH BID

COMPLIANCE WITH THE SCOPE OF WORK

The bidders hereby state that they will comply with the scope of work in all areas except those approved equals that were granted by the Purchaser.

Signature and also Name Printed

Firm Name

(MUST BE NOTARIZED)

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

My commission expires

MUST BE SUBMITTED WITH BID

LIST OF SIMILAR CONTRACTS/REFERENCES

Company: _____

Address: _____

Contact Person: _____

Title: _____

Phone: _____

Company: _____

Address: _____

Contact Person: _____

Title: _____

Phone: _____

Company: _____

Address: _____

Contact Person: _____

Title: _____

Phone: _____

MUST BE SUBMITTED WITH BID

PRICE BID FORM

The undersigned hereby agrees to furnish the requirements as outlined in the attached bid in accordance to the Invitation for Bid (Janitorial Service for Myrtle Beach Transfer Center). The price quoted is exclusive of all Federal, State, and Local taxes.

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

If additional space is needed, please list on a plain sheet and attach to this Price Bid Form.

Name of Individual, Partner, Joint Venture, Corporation

Street Address

City, State, Zip Code

Telephone Number and Contact Person Regarding Bids

Authorized Signature and also Name Printed

Title

MUST BE SUBMITTED WITH BID

DBE APPROVAL CERTIFICATION

I hereby certify that the bidder has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

Signature of the Bidder's Authorized Official:

Name and Title of the Bidder's
Authorized Official:

Date:
