



REQUEST FOR PROPOSAL

BLANKET ORDER FOR CHEMICALS FOR THE TREATMENT OF RAW WATER AND WASTE WATER

The City of Rock Hill is seeking competitive bids from qualified vendors interested in a blanket purchase order, providing the city with its chemical needs for the treatment of raw water and waste water.

Sealed bids will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 10:00 A.M. local time on March 26, 2010 at which time they will be publicly opened and read aloud.

MANDATORY PRE-BID CONFERENCE

A Mandatory pre-bid conference will be held at the Operations Center Conference Room at 349 Columbia Ave., Rock Hill, SC on Friday, March 12, 2010 @ 10:00 A.M. All prospective bidders are required to attend.

The bid opening will begin promptly at the appointed time in the Conference Room located in the Operations Center, 349 Columbia Avenue, Rock Hill, South Carolina. The bidder/vendor is responsible for timely submission of his/her bid. No bids will be accepted after the bid opening begins.

PLEASE INCLUDE FOUR COPIES OF YOUR QUOTATION

No bid may be withdrawn for a period of thirty (30) calendar days after the bid opening.

All bids must be in a sealed envelope and marked: **(SEALED BID, CHEMICAL INVENTORY: OPEN MARCH 26, 2010).**

Bids may be mailed to the Purchasing Division, (Attention Marty Burr) City of Rock Hill, P.O. Box 11706, Rock Hill, South Carolina 29731 or hand delivered to the Purchasing Division located at 349 Columbia Avenue in the Warehouse/Fleet Building, prior to the bid opening.

The use herein of brand names or manufacturers is not intended to restrict competition, but to indicate the quality required by the City. We encourage open competition.

The City reserves the right to accept or reject any or all bids, negotiate with a selected vendor(s), waive any technicalities, and make decisions in its own best interest. Questions regarding chemicals or delivery should be directed to Susan Featherstone at 803-329-5502. Questions regarding terms, conditions or specifications should be directed to Marty Burr at 803-329-5551.

I. TERMS

I.1 Length of Contract

The City wishes to contract with a vendor(s) for a period of one year (twelve months) starting May 01, 2010 through April 30, 2011. The City may elect to extend this agreement up to two additional one year terms based on vendor performance, and current market conditions and competitiveness.

I.2 Proposal

All bid quotations must be entered on the proposal sheet provided herein.

I.3 Signature

All bids must bear the signature of an officer or authorized representative of the firm submitting the bid.

I.4 Service Hours

The vendor shall provide normal service hours of operation Monday-Friday, along with an after hours contact person, and telephone numbers to be used only in extreme emergency situations.

I.5 Cost of Goods

The costs quoted will be held for the term of the contract, regardless of the market fluctuation or conditions.

I.6 Freight

All prices are to be quoted F.O.B. Destination (City of Rock Hill) at one of three locations requested by the City.

I.7 Delivery

Upon receipt of notice of release, delivery is to be made on the date requested by the City operator placing the order. If a condition occurs, which may delay shipment of the requested product, the City's operator must be notified as soon as possible. If deemed an Emergency by the City of Rock Hill, delivery must be made ASAP; this could be after business hours or on weekends or holidays. Any cost associated with Emergency delivery will be paid by the City of Rock Hill. When order is placed, vendor must fax a picture ID of truck driver and a description of the truck making the delivery, i.e., truck #, truck color. Name of the driver must be legible. Upon delivery driver must identify himself before entry is granted.

Normal Delivery Time: 7:30 to 2:00 p.m. Monday –Friday unless requested by operator.

I.8 Termination of Contract

Any deviation from the requirements of the policies established herein or failure to provide reasonable, quick, and efficient service as discussed in this RFQ may result in **termination of this contract** by the City Manager upon the recommendation of the City's Operation Supervisor. The contractor shall be given a thirty (30) day written notification of the contract termination.

II. INVENTORY

II.1 Availability

Vendor(s) needs to keep at least a one month supply on hand, based on the quantities provided.

II.2 Lead Time

Vendor(s) is to take lead time into consideration, in order to maintain his/her inventory stock level.

II.3 Quantities

Quantities listed are based on 2008 use, and are **approximate** and may increase/decrease. **City of Rock Hill does not guarantee approximate quantities**

WMBE Statement

It is the policy of the City of Rock Hill to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is further the policy of the City of Rock Hill to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City of Rock Hill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

Local Purchasing

It is the intent of the City of Rock Hill to promote the use of local businesses and hiring citizens living within the local Rock Hill/York County area when possible. Contractor and or business must make every reasonable attempt to hire local Rock Hill/York County residents. Selected contractor(s) must make every reasonable effort to purchase/lease all material, equipment and supplies associated with the awarded bid to a local business with a valid City of Rock Hill Business License. Contractor(s) receiving award must supply City with a list of their employees working on the project which include the city/town in which they reside along with a list of all equipment, material, suppliers and subcontractors and their addresses. Special consideration may be given to companies that have products produced and/or manufactured in the United States.

City Business License

The successful contractor, prior to execution of the contract, must possess or obtain a City of Rock Hill Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Rock Hill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business license Office at 803-329-7042 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

Insurance

Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

Uniforms / Identification

Field technicians shall wear a uniform identifying the firm they represent and an ID badge with their picture and name. The City reserves the right to exclude anyone from entry into the City buildings proper for noncompliance with this requirement.

Illegal Immigration Reform Act Compliance

“The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled **Unauthorized Aliens and Public Employment** and agrees to provide to the City of Rock Hill any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub-subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.”

Indemnification

Company agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Company's negligent performance under this Agreement.

S.C. Code of Laws

The state of S.C. Code of Laws Section 12-9-310 (A) requires that any entity within the state having a contract with a nonresident taxpayer conducting business or performing services of a temporary nature within this State, with such contract amounts exceeding the payment of ten thousand dollars (\$10,000.00) during any one (1) calendar year, must withhold two (2) percent of each payment to these nonresidents.

This does not apply to a nonresident which has registered with the Secretary of State or the Department of Revenue and by that registration has agreed to be subject to the jurisdiction of the department and the courts of the State to determine its SC tax liability, if any. Such registration is not an admission of tax liability nor must it be construed to require the filing of an income tax return.

If the entity having a contract with a nonresident obtains an affidavit from the nonresident stating that the nonresident is registered with the department or with the Secretary of State, then the entity is not responsible for withholding.

Business tax application is included herein. The successful bidder, if a nonresident, must fill in front side and section “C” on reverse side. Nonresident successful bidder must also submit form I-312 (enclosed). Failure to complete these two forms by nonresident will require the City to withhold 2% of all requested payments.



No Idling Policy

1. All City vehicles and or equipment must be turned off when not being used for emergency purposes that require the vehicle/equipment to run or maintain power for attached equipment, or when the vehicle/equipment must remain running to operate hydraulic lifts, generators, etc.
2. Running vehicles or equipment should not be left unattended.
3. Vehicles/equipment should not be started longer than necessary to clear ice from windows.
4. The City will facilitate an ozone email warning system, in conjunction with the state of South Carolina, by providing the email addresses of the appropriate persons in each department to receive such warnings as they are made. These persons will then act as an agent to post ozone warnings each day to alert City employees of the particular need to not run vehicles unnecessarily; a standard warning symbol should be posted in prominent locations throughout City facilities.

INDEMNITY PROVISION

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses, damages sustained by City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract dated _____
between the City of Rock Hill and _____ for

(contractor)

(service or products)

NAME _____

PRINT NAME _____

TITLE _____

COMPANY _____

**PLEASE INCLUDE TECHNICAL DATA SHEET
WITH EACH CHEMICAL ALONG WITH SPECIFICATIONS**

**All Chemicals for the Water Treatment Facilities must be
NSF/ANSI 60 Standard**

**MATERIAL SAFETY DATA SHEET
(MSDS)**

MUST BE INCLUDED ON EACH CHEMICAL

BID INSTRUCTIONS

1. Each bid must be submitted on the BID SHEET provided herein.
2. The contract period will begin May 01, 2010 and end April 30, 2011.
3. Award will be made to the lowest responsible and responsive bidder meeting all the specifications, terms and conditions. The award may be made in part or in whole, with the City of Rock Hill reserving the sole responsibility for such decision. The City will also consider as award criteria: delivery time, knowledge of or past experience with vendor's service and product quality, anticipated price increases on the bid, etc.
4. All quantities shown are approximations; actual quantities ordered may vary above or below those indicated. Deliveries will be established on a pre-scheduled basis upon agreement between the City of Rock Hill and the contractor.
5. All bids must bear the signature of an officer or other authorized representative of the firm submitting the bid.
6. By submitting a bid, the bidder agrees to furnish the commodities listed in accordance with the conditions listed herein for consideration of the prices quoted. The bidder also agrees to provide such reasonable obligations to the citizenry of the City of Rock Hill. The right is reserved by the City to cancel the contract at any time by submitting written notice at least thirty (30) calendar days in advance.
7. Sodium fluorosilicate is to be packaged in 50 lb. bags (multi-ply, water resistant).

PROPOSAL

Raw Water, Water and Wastewater Chemicals

Chemical Name	NSF/ANSI 60 Requirement	Location To be Shipped	Amount Order per shipment	How to be shipped	Year Estimate Quantity*	Unit	Unit Price	Cylinder Deposit
Sulfur Dioxide		Water/Wastewater	Water-5 Wastewater-16	Truck with lift	Varies	150 cylinders		
Aluminum Sulfate 17%	Yes	Wastewater Water- as needed	~45, 000 lbs	Tanker	Est. Two loads per month			

these quantities are estimated but not guaranteed.

Company Name _____

Signature _____

Address _____

Name print _____

Title _____

Telephone Number _____

Date _____

Fax Number _____