



**INVITATION FOR BIDS:**

**SCREEN & GRIT DEBRIS REMOVAL SERVICES**

**IFB Number:** PUR1010

**Bid Due Date:** December 5, 2019 at 2:00 PM

Sealed bids will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 2:00 PM local time on December 5, 2019 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory. Details of the award will be posted on our website [www.cityofrockhill.com](http://www.cityofrockhill.com) after the bid opening.

The bid opening will begin promptly at the appointed time in the Purchasing Office, located at the City Operation Center, 757 S. Anderson Rd. Building 103, Rock Hill, SC 29730. No bid may be submitted after the bid opening begins. The bids must be in the Purchasing Conference room at the time of the bid opening and it is the sole responsibility of the bidder to ensure that the bid arrives in the correct place on time. **Emailed bids will not be accepted.**

Bids must be delivered to Tom Stanford, Operations Center Purchasing Office, 757 S. Anderson Rd., Building 103, Rock Hill, SC 29730 prior to the appointed time of the bid opening. The City is not responsible for bids delayed in the mail.

## **Invitation for Bids**

### **1.0 Purpose**

The City of Rock Hill, South Carolina is seeking competitive bids from qualified firms to provide the City with the removal and disposal of debris from the screen and grit building at the Manchester Wastewater Treatment Plant. Below is a full description of the requirements. The term of this agreement is 24 months with an additional 12-month extension options, for a total of 36 months, if options are exercised. The City of Rock Hill Water Utilities Department is responsible for this project.

### **2.0 Competition Intended**

The process of responding to this Invitation for Bids (IFB) should involve interested companies reviewing and analyzing the information provided herein and responding in writing to any and all items where a response is requested.

### **3.0 Discrepancies and Questions**

Should the bidder have questions, find discrepancies in the plans and/or specifications, or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the City in writing, not later than five (5) working days prior to the bid opening. These requests should be emailed to [tom.stanford@cityofrockhill.com](mailto:tom.stanford@cityofrockhill.com).

All questions will be answered and any changes will be communicated through a written addendum and posted to the City's website. It is the responsibility of the bidder to check the website for any of this information prior to submitting a bid. Failure to request such clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different from the City's.

### **4.0 Bidder's Minimum Qualification**

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within this IFB.

### **5.0 Instructions to Bidders**

#### **5.1 Definitions:**

- 5.1.1 Bidder: This term is used to encompass the party seeking to have an agreement with the City of Rock Hill.
- 5.1.2 City: This term is defined as the City of Rock Hill, South Carolina. All communications relating to the bid process or the resulting purchase should be directed to the City's Purchasing Office or to their designated contact.
- 5.1.3 Purchase: This term means the agreement to be executed by the City and the successful bidder.

#### **5.2 Bid Preparation:** All bid responses shall be:

- 5.2.1 Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.

- 5.2.2 Typewritten or completed in ink, signed by the bidding company's authorized representative with all erasures or corrections initialed and dated by said signer.
- 5.2.3 Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Invitation for Bid.
- 5.2.4 Each bid shall include the name, address, telephone number and e-mail address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the bid evaluation process.
- 5.2.5 The City of Rock Hill assumes no responsibility for costs incurred in responding to this IFB.

**5.3 Bid Submission:** three (3) copies of the Bid Response shall be:

- 5.3.1 Submitted in a single sealed envelope with the following information written on the outside of the envelope:
  - The name of the bidding company;
  - Identification of items being bid; date and time of bid opening.
- 5.3.2 Mailed or delivered to the address shown in the IFB for receipt by the City by the stated deadline.
- 5.3.3 Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.
- 5.3.4 All bids must be in a sealed envelope and marked "**Screen and Grit Removal Services; OPEN December 5, 2019 at 2:00 PM.**" The City assumes no responsibility for unmarked or improperly marked envelopes.
- 5.3.5 No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening, unless approved in writing by the Purchasing Office.
- 5.3.6 All bids must be approved by the Rock Hill City Manager and the department in charge of the project.
- 5.3.7 Should the bids be higher than the amount allocated by the City for this project, the City reserves the right to negotiate in good faith with the low bidder. Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decisions it deems to be in its own best interest.

**5.4 Failure to bid:** Any company which does not desire to offer a bid should submit to the City a letter stating a reason for not bidding and whether the bidder desires their company's name be retained or removed from the City's bid list for future solicitations.

**5.5 Errors in Bid:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern. If an error is made before submitting the bid, the error should be crossed out, corrections entered and initialed

by the person signing the bid. The City reserves the right to waive any informalities, technical defects, and minor irregularities in bids received.

**5.6 Award Criteria:** The award shall be made to a bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. Notwithstanding the foregoing, the City of Rock Hill reserves the right to reject any or all bids, to accept any bid submitted, to waive any informality and to negotiate with the low Bidder or Bidders on any changes which the City of Rock Hill considers necessary or desirable for their own interests. The City alone shall make such determination. In addition, City of Rock Hill's Purchasing Policies and Procedures Manual, as amended or supplemented from time to time are hereby incorporated by this reference and shall be applicable to this Request for Proposal and the City reserves all alternatives, terms and conditions as set forth therein.

**5.7 Compliance with laws:** The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance, and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances, and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

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

**5.9 Subcontractors:** The awarded company agrees that they shall not delegate, subcontract or assign all or any portion of the project to any third party without the express written consent of the City.

**5.10 Brand Name:** The use of a brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.

**5.11 Local Providers:** Bidders submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

**5.12 Form Contract Agreement:** The selected contractor will be expected to sign and adhere to the City's standard service agreement, which has been approved by City

attorneys and ensures that it follows South Carolina procurement statutes. A sample of this is available as part of Exhibit A.

## **6.0 Scope of Services**

### **6.1 Description of Need**

The City of Rock Hill (City) owns and operates the Manchester Creek Wastewater Treatment Plant (MCWWTP) located at 310 Red River Road, Rock Hill, SC. The screen and grit building filters debris out of the waste water and then dumps these items into a trailer. The City has a need for the trailers and to have these trailers removed and items disposed of when the trailers are filled. The debris must be taken to either the Republic Landfill in Concord, NC (CMS Landfill, 1505 Moorehead Rd.), the Union County Regional MSW Landfill in Union County, SC (868 Wildcat Rd, Enoree, SC 29335), or the Anson Landfill in Polkton, NC (Waste Connections, Inc. 375 Dozer Dr).

### **6.2 Scope of Work**

#### General

- Contractor should leave an empty trailer (40'), or the equivalent, at the WWTP screen and grit facility, which will dump debris into the trailer.
- When the trailer is full, City employees will notify the contractor. The contractor must then remove this trailer for debris disposal within 48 business hours of the City request.
- At the time of the call for removal, the City will instruct the contractor which landfill debris should be dumped
- The contractor must provide an empty trailer when the filled trailer is removed.
- At no time should the WWTP not have a trailer at the screen and grit building.
- It is the contractor's responsibility to park the trailer(s) in the correct place at the screen and grit facility.
- The trailer(s) should be properly covered during transit to the landfill in order to prevent litter.
- The contractor may leave an empty trailer onsite but should not charge the City a rental fee for that trailer.
- The contractor is not responsible for tipping fees and those will be billed to the City directly by the landfills.
- All trailers should be in working order and the City may, at the City's discretion, reject trailers deemed to be insufficient.
- The City currently fills approximately one (1) forty foot (40') full trailer load per month.

### **6.3 Additional information:**

Term of the contract: Three (3) years, with the option to renew for two (2) years at the end of the term for a maximum total of five years. Contract will take effect January 1, 2020.

City is to be invoiced on a monthly basis, with invoices dated by the 30<sup>th</sup> day of the next calendar month. Invoice shall include the weekly rental fees and the trip to the landfill.

Prices to remain in effect for the duration of the contract, without adjustments.

**6.4 Required bid information:**

Bid Items:

- |                                       |         |
|---------------------------------------|---------|
| 1. Trailer rental                     | \$/week |
| 2. Transportation to Anson landfill   | \$/trip |
| 3. Transportation to Concord landfill | \$/trip |
| 4. Transportation to Union landfill   | \$/trip |

**7.0 Terms & Conditions**

**7.1 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.

**7.2 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.

**7.3 Indemnification:** Company shall indemnify and hold 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 City, to the extent arising from Company’s or its Contractors’ negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

**7.4 Freedom of Information Act:** All bids will be public information, per FOIA guidelines.

**7.5 Non Appropriation of Funds:** This Agreement shall be subject to the availability and appropriation of funds by Management, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

**7.6 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.

**7.7 City Business License:** The successful company, 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 company is not currently doing other business inside the City limits. If the company 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 the City Business License Office at 803-329-5590 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

**7.8 Excluded Bidders:** Bids from companies may be excluded for any of the following reasons:

- Reason to believe collusion exists among the companies
- The company is involved in any litigation against the City
- The company is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Excluded Vendors/Companies can resubmit complete company information with references for City review after a minimum of one year from the last excluded bid. City will contact Vendor/Company with its decision within 30 days of company information submittal. City reserves the right to include or exclude said Vendor/Company based on findings.

**7.9 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.

- 7.9.1 Local vendors, services, contractors, companies and businesses (Rock Hill/York County) with a valid City of Rock Hill business license may have the opportunity to receive a 3% or a 5% adjustment factor during the consideration of bids. A LOCAL VENDOR, SERVICE, CONTRACTOR, COMPANY OR BUSINESS is defined as a business offering the services and or products being bid. Business must have been established for not less than one year within York County limits along with holding a valid City of Rock Hill Business License for the entire year prior to bid date. City Council shall be entitled to make the final decision as to whether such business is local and may in its discretion consider factors such as the length of time prior to issuance of the local business license, the actual physical presence within the corporate limits or within York County, property taxes attributable to such entity received by the City of Rock Hill, local employment and any other reasonable factors to insure that this policy is not being circumvented.
- 7.9.2 Business located within the Rock Hill municipal limits may be considered for a 5% adjustment factor. Businesses located in York County outside the Rock Hill municipal limits may be considered for a 3% adjustment factor.
- 7.9.3 The maximum value of the percentage adjustment factor will be capped at \$25,000.
- 7.9.4 If a local business is within the percentage guideline, not exceeding \$25,000, of the lowest bid received, the local business may be given consideration of the bid award if it is willing to provide goods or services at the price of the lowest bid received.
- 7.9.5 If conditions of number 7.9.4 above are met and the local business is not willing to provide goods or services at the price of the lowest bid received, the consideration of the bid award will revert back the lowest bid received, or the next lowest local business within the percentage (maximum \$25,000) adjustment factor threshold.
- 7.9.6 Contractor and or business must make reasonable attempt to hire local Rock Hill/York County residents.
- 7.9.7 Selected contractor(s) must make reasonable effort to purchase/lease all material, equipment and supplies associated with the awarded bid from a local business with a valid City of Rock Hill Business License.
- 7.9.8 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 (This list will be used in the evaluation process).

- 7.9.9 Special consideration may be given to companies that have products produced and/or manufactured in the United States.
- 7.9.10 Local Purchasing provisions of this section will be in effect and apply to bidding until June 30, 2020 and expire unless re-authorized by the City Council.
- 7.9.11 Local Purchasing adjustment factors cannot apply: (i) to Federally Funded Projects (ii) to State Funded Projects where the State restricts the use of local preferences under such circumstances; or (iii) to projects funded by Bond proceeds where the Bond covenants restrict the manner of procurement.
- 7.9.12 Utilization of the Local Purchasing program requires a minimum of three bids; if three or more bids are not received the Local Purchasing program cannot be utilized.

**THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED**

**8.0 Bid Sheet**

PUR1010

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

<b>Item:</b>	<b>Cost:</b>	<b>Pricing unit</b>
Trailer Rental		\$/week
Transportation to Anson landfill		\$/trip
Transportation to Concord landfill		\$/trip
Transportation to Union landfill		\$/trip

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Email: \_\_\_\_\_

\*\*\*The questions below are for tracking purposes only and will have no bearing on the award of the contract.\*\*\*

Is your company located within the Rock Hill City limits? \_\_\_\_\_

Is your company located within York County? \_\_\_\_\_

Is your company a minority or woman-owned business enterprise (M/WBE)? \_\_\_\_\_

MWBEs are for-profit small business concerns where minority individuals or women own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans are presumed to be minorities.

**Bidders should submit 3 copies of Bid Sheet**

## 9.0 Customer Service

Please remember, although you are a contracted City service, you each represent the City of Rock Hill during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of Rock Hill expects from any contracted service.

Overview:

- Be friendly, courteous, and helpful
- Company uniforms must be worn at all times
- Staff members must look and act professional at all times.

### CONTRACTORS EMPLOYEES:

Before the Contractor can enter the project site, it shall investigate and determine that its employees working on the project site are not listed on the sexual offender registry. Contractor shall require all subcontractors to make a similar investigation. One such investigation within six (6) months of commencement of the project work, by the employer, fulfills the City's requirement for the Project.

The Rock Hill Police Department along with the City of Rock Hill also reserves the right to cancel any contracts, agreements, purchasing or distribution, etc., if they feel the project, purchasing, vehicle(s), and or property(s) may be in jeopardy due to the contractor's employee(s) having a criminal history which may lead to ethical issues while dealing with City workings or investigative activities.

COMPANY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

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