



IFB 2014-0008

for

DUMPSTER AND PORTABLE TOILET SERVICES

February 2014

Facilities Management Division
12A Gateway Circle
Hilton Head Island, SC 29926
843-342-4581

TOWN OF HILTON HEAD ISLAND
IFB 2014-0008
DUMPSTER AND PORTABLE TOILET
SERVICES

The Town of Hilton Head Island is soliciting sealed bids for a multi-year contract from qualified contractors to supply 4 yard, 8 yard and 30 yard dumpsters, portable toilet services and additional services as outlined in the Scope of Services. Bid information and forms can be obtained from the Town's website at www.hiltonheadislandsc.gov or from contacting Facilities Management at 843-342-4581.

A **mandatory** pre-bid meeting will be conducted at 10:30am on the 4th of March 2014 at Town Hall, One Town Center Court, Hilton Head Island, SC 29926. **The Town will only accept bids from those Contractors in attendance at this meeting.**

Sealed bids are due no later than 10:00am, Monday March 17, 2014. Bids will be opened at Town Hall, One Town Center Court, Hilton Head Island, SC 29928 at 10:05am the same day. No late bids will be accepted for any reason. No faxed bids will be accepted.

The award of a contract for these services will be based on the following criteria:

- Cost – adequacy of the proposed work force/equipment required to perform these services. Must meet Town's referenced minimum requirements.
- Responsiveness – responsibility of the bidder based on referenced past performance on contracts of similar requirements and scope.

Label bid on the outside of the sealed envelope with the following: **“IFB 2014-0008 DUMPSTER AND PORTABLE TOILET SERVICES”**. Hand carry bid to the Receptionist at Town Hall, One Town Center Court, Hilton Head Island, SC or deliver by traceable means, i.e. Fed Ex; to Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928, Attention: Tom Fultz (IFB 2014-0008).

The Town reserves the right to accept or reject any or all bids received as a result of this invitation for bids or to negotiate with all qualified bidders, or to cancel in part or in its entirety this invitation for bids if it is in the best interest of the Town to do so.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your bid; or to procure or contract for any articles of goods or services.

Any bidder/offeror qualified for the “LOCAL VENDOR PREFERENCE” should fill out a certification statement, obtain proper certification and include it with bid/proposal in order to be considered for this preference. Certification forms are available on the Town's website at www.hiltonheadislandsc.gov or can be obtained by contacting Tom Fultz at 341-4600. If certification has previously been confirmed, please include a copy of the certified form with the bid/proposal.

Bids must be signed by an official of your company authorized to bind the bidder, and shall contain a statement that the bid is good for a period of at least 60 days from the date of bid opening.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

BID INSTRUCTIONS:

Bids shall be submitted on the provided bid forms which must be filled out completely. All required Certificates of Insurance must be included with your bid. All Contractors will provide a minimum of three references for contracts of similar requirements and scope. Please provide name and current phone number of a primary point of contact for each reference. Failure of your bid to comply with these requirements will render it non-responsive. Included in the bid information, is a sample contract format that will be used for the award of these services for reference only.

The Contractor shall be required to meet all tasks of this contract during the specified timeline for each. The Contractor shall submit a monthly invoice after completion of each service and the Town will process and issue payment for them within a 30 day time period. The Contractor shall provide a list of services that were performed and for which they are requesting payment.

Failure on the part of the Contractor to perform all tasks in accordance with the specifications may result in non payment of those services deemed not to have been performed to an acceptable standard. Any repeated failure to correct deficiencies may result in cancellation of this contract.

For more information concerning this solicitation, please contact Alice Derian at 843-342-4581.

SCOPE OF SERVICES

GENERAL REQUIREMENTS

The Contractor shall provide timely and professional dumpster and portable toilet services in accordance with the requirements and provisions specified herein.

The Contractor shall work closely with the Town of Hilton Head Island Facilities Management Division to assure quality service.

The Contractor shall employ workers who are competent and properly trained to perform the required work. Employees of the Contractor shall not be considered employees of the Town of Hilton Head Island.

I. Dumpster Services

The Contractor shall be responsible for providing dumpster services for the duration of the contract at the following locations:

Location	Address	Dumpster Size	Times Emptied
Coligny Beach Park	Coligny Circle	30 Yard	When Notified
Fire and Rescue Training Center	75 Dillon Road	30 Yard 4 Yard	When Notified Fridays
Facilities Management	12A Gateway Circle	30 Yard 4 Yard	When Notified Fridays
Town Hall	One Town Center Court	8 Yard	Tuesdays & Fridays
Fire and Rescue Head Quarters	40 Summit Drive	8 Yard	Fridays
Fire Station No. 1	70 Cordillo Parkway	4 Yard	Wednesdays
Fire Station No. 2	65 Lighthouse Road	4 Yard	Wednesdays
Fire Station No. 3	534 William Hilton Parkway	4 Yard	Wednesdays
Fire Station No. 4	400 Squire Pope Road	4 Yard	Wednesdays
Fire Station No. 5	20 Whooping Crane Way	4 Yard	Wednesdays
Fire Station No. 6	16 Queens Folly Road	4 Yard	Wednesdays
Fire Station No. 7	1001 Marshland Road	4 Yard	Wednesdays
BCSO Complex	70 Shelter Cove Lane	4 Yard	Tuesdays

If the Contractor is unable to make requested waste pick-ups due to unforeseeable circumstances, the Contractor shall notify the Town and make scheduled waste pick-ups within 48 hours. Disposal fees associated with each dumpster pull shall be itemized on the invoice when a pull is made, which will be the responsibility of the town.

All 4 yard and 8 yard dumpsters shall have lids and shall be sprayed with disinfectant on a bi-monthly basis.

An estimate of annual usage has been developed for the designated facilities that use 30 yard dumpsters based on historical usage records. This in no way should be construed as any guarantee of the number of service requests or dumpster pulls that may be required during any one given year of this contract.

30 Yard Dumpsters:

<u>Location</u>	<u>Estimated Annual Pull Requirement</u>
Coligny Beach Park	24
Fire & Rescue Training	3
Facilities Management	18

An extra 30 yard dumpster shall be placed at Coligny Beach Parking lot or where designated during Memorial Day weekend, Fourth of July holiday, Labor Day weekend, Special Events and at any other time as directed by the Town. The dumpster shall be emptied immediately the following business day.

II. Portable Toilet Services

The Contractor shall also be responsible for providing portable toilet services for the following locations; the County boat ramp at 68 Helmsman Way and 97 Marshland Road. specifications are as follows:

- Two units for each location (1 regular and 1 handicap)
- Units shall remain tied down to secure the unit in the event of heavy winds and hurricanes
- Ensure the units are compliant with American with Disabilities Act (ADA) (handicap accessible)
- Cleaning and restocking the units on Mondays, Fridays and/or whenever notified.

- Emptying the waste from the units in a proper manner and in accordance with all codes and laws
- Repair or replace units if they are damaged by vandals, acts of nature, or any other unforeseen events.

Extra portable toilets shall be placed at specified locations during Memorial Day weekend, Fourth of July holiday, Labor Day weekend, Special Events, Disaster related events and at any other time as directed by the Town.

III. Requested Additional Services on an As Needed Basis

The Contractor shall also have available to provide on an as needed basis the following list of additional equipment/services:

- Hand washing stations
- Additional 30 Yard Dumpsters

EQUIPMENT AND SUPPLIES

The Contractor shall provide all equipment and supplies to perform the specified work.

Other services may be added to this contract at the direction of the Town. Fees will be negotiated at the time on a job-by-job basis.

PERFORMANCE REQUIREMENTS

The Town shall withhold payment for work that is deemed incomplete during the previous month. The Contractor shall be required to meet all tasks of this contract during the specified timeline for each. Failure on the part of the Contractor to perform all tasks in accordance with the specifications may result in non-payment of those services deemed not to have been performed to an acceptable standard. Any repeated failure to correct noted deficiencies may result in cancellation of this contract.

Adverse weather conditions or holidays may delay the schedule of work to be performed, but shall not eliminate the performance requirement for any work specified herein.

INSURANCE REQUIREMENTS

The Contractor shall obtain a Town of Hilton Head Island Business License, provide a certificate of insurance and maintain at all times the following minimum insurance coverage and amounts per incident:

Workers Compensation	Statutory Amount
Aggregate Liability Insurance	\$1,000,000.00
Comprehensive Vehicle Liability Insurance	\$1,000,000.00

IFB 2014-0008
Dumpster Services
And
Portable Toilet Services

We have reviewed the specifications for this contract and can comply with all requirements therein. If selected by the Town of Hilton Head Island, we shall provide the required and specified services from April 1, 2014 until March 31, 2017 for the sums of:

Portable Toilets			
Quantity	Service Requirement	Monthly Fee	Daily Fee
4	2 x per week		
1	As needed		

Dumpsters					
Quantity	Service Requirement	Size	Monthly Pull Fee	Monthly Rental Fee	PerPull Fee
11	1 x per week	4 Yard			
1	2 x per week	8 Yard			
3	As needed	30 Yard			
1	As needed	30 Yard			

Hand Washing Stations			
Quantity	Service Requirement	Monthly Fee	Daily Fee
1	As needed		

This contract maybe renewed for an additional two year period if both parties agree to the terms and conditions set forth by the original contract:

The following companies may be contacted for references:
(List company, contact name, and telephone number)

Reference 1: _____

Reference 2: _____

Reference 3: _____

This bid is in effect for 60 days following bid opening.

Company: _____

Owner/Manager: _____

Address: _____

Business License # _____

Telephone: _____

Signature: _____

Date: _____

Witness: _____

Please attach your certificates of insurance and Town of Hilton Head Island Business License to your proposal form

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT

THIS AGREEMENT is made this <<Date>> between <<Company Name>> (hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a requirement to <<list service or supply>>;

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall <<list task or services to be provided>>.
2. The total cost of this contract shall not exceed <<List total cost>>.
3. The term of this Agreement shall be from the date of execution to <<date>>.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain One Million dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
8. This Agreement may not be modified unless such modification is in writing and signed by both parties.

9. The Contractor may not assign this contract without the prior written approval of the Town.

10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:

12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the contract by either:

(a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within five (5) business days after employing employee; or

(b) employing only workers who, at the time of said employment:

1. possess a valid South Carolina driver's license or identification card; or

2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or

3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 12.1 (a) or option 12.1 (b) but acknowledges that Contractor cannot use both.

12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

12.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES:

<< **CONTRACTOR'S FULL NAME**>>

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____

Gregory D. DeLoach, Esq.,

Its: Assistant Town Manager