



INVITATION FOR BID

WASTE RECEPTACLE

SERVICES

IFB 2014-0013

April 2014

Facilities Management Division
12A Gateway Circle
843-342-4581

**TOWN OF HILTON HEAD ISLAND
INVITATION FOR BID
WASTE RECEPTACLE SERVICES
IFB 2014-0013**

The Town of Hilton Head Island is soliciting sealed bids from qualified contractors for providing waste receptacle services in accordance with an established scope of work/specifications. 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 9:00am on Tuesday May 6, 2014 at **Facilities Management, 12A Gateway Circle, 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 on Monday May 19, 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- 0013 WASTE RECEPTACLE SERVICES"**. Hand carry bid to Town Hall, One Town Center Court, or deliver by traceable means, i.e. Fed Ex: to One Town Center Court, Hilton Head Island, SC 29928. Attention Tom Fultz (BID).

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 number 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.

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

SCOPE OF SERVICES

1. GENERAL REQUIREMENTS

The Contractor shall provide timely and professional 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 services in all specified areas.

2. PERFORMANCE REQUIREMENTS

- A.** The Contractor shall employ workers that are competent and properly trained to perform the required tasks.
- B.** The Contractor shall be responsible for coordinating, scheduling and supervising all work activities to assure compliance with all requirements specified herein.
- C.** All work is subject to inspection by the Town for compliance with these specifications. All incomplete or improperly performed work shall be rectified immediately.
- D.** All workers shall wear ANSI compliant safety vests at all times when performing the requirements of this contract. Vehicles employed to perform any specification of this contract shall be equipped with activated amber rotating, flashing, or strobe lights. Vehicle hazard warning signals are not an acceptable alternative.
- E.** All work shall be performed during daylight hours.
- F.** Adverse weather conditions may delay the schedule of work to be performed, but shall not eliminate the performance requirement for any work specified herein.
- G.** The Town shall withhold payment for work that is deemed incomplete or improperly performed during the previous month. The Contractor shall be required to meet all tasks of this contract during the specified timeline for each. Failure on part of the Contractor to perform all tasks in accordance with the specifications may result in non-payment of those services not deemed to be performed to an acceptable standard. Any repeated failure to correct noted deficiencies shall result in cancellation of this contract.

3. WASTE RECEPTACLES

- A. The Contractor shall be responsible for providing and installing the necessary liners to each waste receptacle and provide for the proper disposal of all litter and debris at Contractor's expense.

- B. The Contractor shall empty waste receptacles in the following parks daily March 1st – October 31st and weekly November 1st – February 28th. Dogi dogi stand (1) at Burkes shall be emptied as needed.

Alder Lane Beach Park (2)	
Burkes Beach Access (2)	Coligny Beach Park (20)
Compass Rose Park (5)	Cordillo Tennis Courts (2)
Driessen Beach Park (16)	Fish Haul Creek Park (7)
Folly Field Beach Park (7)	Islanders Beach Park (8)
Mitchelville Beach Park (7)	

- C. The Contractor shall empty waste receptacles in the following parks daily March 1st – October 31st and Monday, Thursday and Saturday November 1st – February 28th. Dogi dogi stands (2) at Jarvis Creek Park shall be emptied as needed.

Chaplin Community Park (33)	Jarvis Creek Park (26)
Shelter Cove Community Park (7)	Veteran's Park (7)

- D. The contractor shall empty the waste receptacles along the following pathways weekly year round.

Arrow Road (5)	Beach City Road (3)	Cordillo Parkway (2)
Dillon Road (3)	Fish Haul Road (1)	Folly Field Road (2)
Gumtree Road (5)	Helmsmans Way (2)	Marshland Road (6)
Mathews Drive (2)	Mitchellville Road (2)	N Forest Beach Dr (2)
Palmetto Bay Road (2)	Pope Avenue (7)	Spanish Wells Rd (4)
Squire Pope Road (2)	S. Forest Beach Drive (4)	Target Road (1)
Union Cemetery Road (1)	William Hilton Pkwy (25)	Wilborn Road (1)
Fire and Rescue Headquarters parking lot (1)		
Yacht Cove Drive (1)		

The contractor shall plan for the addition of 5 extra waste receptacles to be installed within the next year of this contract. Facilities Management will notify the contractor once they have been installed for service.

4. ADDITIONAL REQUIREMENTS

- A. The Contractor shall pick up any litter immediately surrounding the waste receptacle and ensure that nothing is spilled, leaked, or dropped when removing trash.

- B. The Contractor shall also provide a crew to pick up litter and empty waste receptacles as directed by the Town prior to and after the St. Patrick's Day Parade.
- C. Other jobs may be assigned to this contract at the direction of the Town. Fees will be negotiated on a job-by-job basis.

5. INSURANCE REQUIREMENTS

The Contractor shall provide copies of and maintain at all times the following minimum insurance coverage:

Worker's Compensation	Statutory Amount
Aggregate General Liability	\$1,000,000
Comprehensive Vehicle Liability	\$2,000,000
Town of Hilton Head Island Business License	

**2014-0013
BID FORM**

WASTE RECEPTACLE SERVICES

We have reviewed the specifications/scope of work for this contract and can comply with all requirements therein. If selected by the Town of Hilton Head Island, we shall provide the required services from June 1, 2014 until May 30, 2017 for the sum of \$_____ annually. The contract may be renewed for an additional 2 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: _____

Business License #: _____

Address: _____

Telephone: _____

Signature: _____

Date: _____

Witness: _____

Attach Certificate of Insurance and Town of Hilton Head Island Business License to Bid 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

