

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Administration Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 2022-03, Town of Edisto Beach Garbage Container roll out and roll-in service

Description: Provide the necessary labor, material, equipment, and supervision to perform garbage container roll-out and roll-in service for each residential unit within the corporate limits of the Town of Edisto Beach.

Receiving Period: Tuesday May 10, 2022, prior to 2:00 p.m.

Bid Opening: Tuesday, May 10, 2:00 p.m.

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION
FAX OR EMAIL THIS FORM BACK IMMEDIATELY
FAX: (843) 869-3855**

Carefully complete this form and mail or fax it to the Administration Department. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: State: Zip Code: _____

Phone: Fax: E-mail: _____

**Town of Edisto Beach
Administration
Iris Hill
Bid #2022-03**

Garbage Container Roll-out and Roll-in Service

The Town of Edisto Beach requests the submittal of bids from vendors that are interested in providing the necessary labor, material, equipment, and supervision to perform the garbage container roll-out and roll-in service for each residential unit within the corporate limits of the Town of Edisto Beach, South Carolina as described herein. Sealed bids will be received in the Administration Department, **prior to 2:00p.m, May 10, 2022.** Bids will be opened at 2:00p.m., May 10, 2022.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Iris Hill, Town Administrator, via E-mail ihill@townofedistobeach.com or fax to (843) 869-3855 by May 5, 2022.**

Bids may be mailed, express mailed or hand delivered to:

**Town of Edisto Beach
Administration Department
2414 Murray Street
Edisto Beach, South Carolina 29438
(843) 869-2505**

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE ADMINISTRATION DEPARTMENT PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
NOTE: Bidders may call the Administration Department for bid results. The telephone number is (843) 869-2505 extension 211. Bid files may be examined during normal working hours by appointment.
3. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the appropriate User Department at 2414 Murray Street, Edisto Beach, South Carolina 29438.** Invoices will be processed for payment when approved by the user department.
4. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing.
5. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The bid shall be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity compliance with public policy, record of past performance and financial and technical resources (§200.318(h)) meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered: The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed to fully perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Town Administrator within the time provided.
4. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Bidder
 - a. If the Bidder is an individual, the Offer must be signed by that individual. If the Bidder is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm
 - b. If the Bidder is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c. If the Bidder is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d. An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Bidder must provide proof of the agent's authorization to bind the principal.
5. **EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
6. **LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
7. **NON-CONFORMANCE TO QUOTE CONDITIONS:** Services not delivered as per delivery date as quoted may result in bidder being found in default. This non-conformance to bid conditions may result in immediate cancellation of the contract.
8. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
9. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
10. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
11. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
12. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this quote, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:

- a. Immediately suspend the work; and
- b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.

13. **UNAUTHORIZED ALIEN(S):** The bidder agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town. Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

14. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.

15. 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.

SPECIAL INFORMATION

- 1. INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements
- 2. SAFETY:** The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
- 3. INVOICE PAYMENTS:** By signing and submitting an invoice the Contractor certifies that all agents, representatives, employees, or subcontractors work and/or materials have been completed in accordance with the bid documents.

Town of Edisto Beach Insurance Requirements

In accordance with your agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to be submitted to the Town of Edisto Beach prior to any services being performed.

The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:

Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy. **Name the Town of Edisto Beach as Additional Insured.**

General Liability – Commercial General Liability Limit for bodily injury, personal injury and property damage \$500,000 per occurrence;

Workers' Compensation and Employers' Liability – Workers' Compensation limits of \$300,000 per accident.

Automobile Liability – \$500,000 combined single limit per accident for bodily injury and property damage.

Certificate Holder should read:

Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

Background

The Town of Edisto Beach has a waste contractor that provides waste disposal services on Edisto Beach. Garbage carts left at the curb are becoming a problem. A majority of the homes on Edisto Beach are rentals and renters tend to leave garbage carts at the curb rather than moving them in or out for garbage pickup.

Residents are provided a 96 gallon roll cart for as the approved container. Currently has 2,080 carts that are being serviced but anticipate this number to fluctuate as rental homes acquire an additional cart per code. Most homes are rental homes and have 2 or more carts.

The waste contractor picks up garbage on Monday annually. There is twice weekly service on Monday and Friday Memorial Day through Labor Day including 12 additional weeks that are designated by the Town annually. Typically these additional weeks are from Easter to Memorial day with the remainder of the 12 weeks after labor day with the exception of 1 week at Christmas. Residents can place carts on curb 24 hours before pickup and must remove carts 12 hours after pickup.

Scope of Work

The Town is seeking a person(s) or contractor to roll carts to the curb prior to pickup and back under the house after pickup. Roll out should be in compliance with the Town's Ordinance, 24 hours prior to pickup. Roll-in should be in compliance with the Town's Ordinance, 12 hours after pickup.

Vendor must have worker's compensation insurance and be licensed and bonded. See Insurance requirements.

Submittal

The Town is open to recommendations and alternatives to above the scope. It is feasible contractors may want to only do sections of the beach depending on staffing levels. This will also be considered. Contractors may also recommend partnering with others to perform this work. Any and all recommendations will be considered.

BID SHEET
BID NO. 2022-03
BID TITLE: Town of Edisto Beach Garbage Container Roll out and Roll-In Service

Monthly Cost Per Container _____

Provide description of how this service will be accomplished on attached sheet.

CONTRACTOR: _____
Authorized Representative

ADDRESS _____

TELEPHONE _____

CELL PHONE _____

FAX _____

EMAIL _____

Addendum Sheet

RFP NO. 2022-03

RFP TITLE: Town of Edisto Beach Garbage Container Roll-out and Roll-in Service

VENDOR: _____
Authorized Representative

ADDRESS: _____

TELEPHONE: _____

CELL PHONE: _____

FAX: _____

EMAIL: _____

The Vendor acknowledges receipt of the following addendum by signing and dating below.

Addendum No.	Date	Signature

BIDDER _____ BID NO. _____

DRUG-FREE WORKPLACE AFFIDAVIT

I certify to comply with the Drug-Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina Code of Laws to provide a drug free workplace. (This clause applies to any resultant contract of \$50,000.00 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act.

Date: _____

Vendor: _____

Address: _____

Telephone _____

By _____

(Signature)

Failure to Furnish This Affidavit Will Result in the Delay of Contract

BIDDER: _____

BID NO: _____

COMPLIANCE WITH ILLEGAL IMMIGRATION ACT

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon requires any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this Chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title8, Chapter 14, and (b) include in its contracts with the sub-contractors languor requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Bid No: _____

Project Name: _____

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign) _____