

City of Spartanburg
Procurement and Property Division
Post Office Drawer 1749, SC 29304-1749
Phone (864) 596-2049 - Fax (864) 596-2365

Legal Notice
Request for Proposal
Dumpster Service

March 1, 2019

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking proposals from vendors to provide dumpster service on a weekly (52 times/year) basis.

Proposal No: 1819-04-02-01

The City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License.

There will be a pre-bid meeting on Friday, March 22, 2019, at 10:00 AM in the training room locate in the basement of City Hall.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday, April 2, 2019 no later than 3PM**, City Hall, 145 West Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg
P. O. Box 5107
145 West Broad Street
Spartanburg, S. C. 29304
Attn.: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for bids. The following Proposal Number must be placed on the outer envelope in order for the bid to be stamped in as accepted on time:

Proposal No: 1819-04-02-01

Request for Proposals Weekly Dumpster Service City of Spartanburg, South Carolina

1. Introduction

The City of Spartanburg is soliciting proposals from qualified contractors for the servicing (collection and hauling) of limited residential and municipal garbage/trash, by providing weekly dumpster service for thirty-four (34) commercial-type dumpster boxes. The services specified in this Request for Proposal (RFP) represent a departure from past City Practices where we (City of Spartanburg) provided dumpster service for City owned and operated facilities as well as certain condominium properties where each condo unit pays the City's yearly Solid Waste fee. The City will retain the Residential Landfill Credits for the 305 condo units included in the final contract. The City intends to award a contract as a result of this RFP process. A start date for collection services is to be set by mutual agreement between the City and the awarded contractor, and is anticipated to be sometime in early April 2019.

2. Basis of Proposal

Proposals submitted must include, by paragraph numbers, basic information addressing the following:

2.1 Unit-Based Pricing

The Contractor shall provide a proposal indicating charges for weekly trash collection for each site/location. This information is also to be inserted onto the attached price sheet, which will include 1. Weekly Rate 2. Annual Cost 3. Cost for Additional Dump(s).

2.2 Additional Services

The Contractor may provide a list of additional services that could be provided, with a price list for such services. These services may include but are not limited to bulky item pick-up, appliance collection, participation in City Clean-Up Days, and Green Waste (yard waste/storm debris) hauling.

2.3 Collection Bins (Dumpster Boxes)

The contractor may use the current on-site dumpsters should they choose to do so. All dumpster replacements shall be the responsibility of the contractor. All dumpster replacements shall meet or exceed the current cubic yardage of dumpster being replaced.

2.4 Hours and Days of Operation

All collections shall, except as expressly permitted by the City, be limited to the hours between 7:00 a.m. and 7:00 p.m., Mondays and/or Tuesdays only.

2.5 Trucks and Equipment

The contractor shall provide information about the size and types of trucks and equipment that it proposes to use, along with the number of specific type trucks the contractor has available in their fleet. The City reserves the right to visit the facility of all interested contractors and observe the equipment used and the operational methods. These visits will be coordinated with the appropriate representative(s) from each of the interested contractors. Any contract entered into by the City may contain provisions regarding equipment weight, leak proofing, and similar performance standards.

2.6 Use of Subcontractors

Contractors shall indicate in the proposal whether or not it intends to use subcontractors for any

part of the service being provided, together with a list of all said subcontractors.

2.7 Customer Service

The contractor shall be responsible for all customer service functions including informing customers of current services, handling customer request, and resolving customer complaints. The proposal shall include information addressing the contractor's proposal for methods and a time frame for communicating with the customers and responding to their questions and complaints. The contractor shall also include, with the proposal, a copy of their customer service standards.

2.8 Proposed Term of Contract

The contractor shall provide proposals for three (3) and five (5) year terms of the contract. Alternatives for longer terms may be presented for consideration.

3. Qualifications of Purpose

The city requires submission of the following certified supporting data regarding the qualifications of the contractor in order to determine whether it is qualified and responsible.

1. Satisfactory evidence that the contractor possesses not less than five (5) years of experience providing trash collection service via the front load dumpster method.
2. Satisfactory evidence that the contractor has in their fleet, adequate trucks/equipment able to fulfill the scope of work should one or more trucks break down.
3. Evidence that the contractor is in good standing with the State of South Carolina.

4. General Terms

The contract with the City shall include, but not be limited to, general terms that are as follows.

4.1 Maintenance of Records and Reporting

The contractor shall maintain in its local office, full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City. Reports shall include, but not limited to the following:

1. Customers to whom service is provided;
2. A log of complaints and resolutions for trash collection services;
3. A log of missed collection and responses;
4. A description of any vehicle accidents/incidents on property being serviced.
5. Weights in tons of garbage and where these items were transported to.

4.2 Compensation Payment Schedule

The contractor shall bill the City bi-weekly or monthly for services provided. Invoice shall be itemized to show cost to each addressed location (condo). The City will retain full auditing rights of contractor's accounting records as they pertain to City's contract.

The City recognizes that one of the primary of the contractor to fulfill this contract is the price of vehicle fuel which is outside the control of the contractor. The City is willing to negotiate an "energy shock" clause based upon the **US Energy Information Administration Index**.

4.3 Failure to Perform, Remedies, Termination

The City expects a high level of customer service and superior performance of the services set forth in this Request for Proposals. Failure to perform said services in a professional,

workmanlike, and competent manner, consistent with industry standards for the same or substantially similar services, may result in the City finding contractor in default under the terms of a subsequently executed contract. It shall be wholly within the discretion of City to make a determination that contractor is in default and that such default warrants termination of contractor's services. Upon termination of contractor's services, City shall then have the authority to contract for the completion of the work in accordance with state law and City shall have the authority to charge contractor and his surety, who shall be jointly and severally liable, for any excess cost over

Time for Filing Protest: Any potential bidder believing that bid documents or drawings contain restrictive specifications or any other improprieties regarding the solicitation for bids may file a protest with City of Spartanburg, which shall be received by City of Spartanburg not later than ten (10) working days prior to, or after the bid opening, and shall contain all reasons for the protest. The committee will then respond to the protest within five (5) working days of the receipt of the protest, and the protestor will have five (5) working days to appeal City of Spartanburg's initial response. Once an appeal has been received, the committee will render its final decision in writing within ten (10) working days to the protestor.

In all cases, if protest deadlines are not met, City of Spartanburg will proceed with the normal bid and contract award procedure.



Legal Notice

Dumpster Service Price Page

City of Spartanburg
P.O. Box 5107
 145 W. Broad Street
 Spartanburg, SC. 29304
 Email:
 cwright@cityofspartanburg.org

CITY OF SPARTANBURG

Name	Address	Bi-Weekly or Monthly Price	Yearly Price
Station-3-8	305 W. Henry St.		
Andrews Place Condos-1	519 E. Main St.		
Forest Oaks Condos-2	Clemson St. (End)		
Fernbrook Condos-7			
Carriage House Condos-12	1468 Dover Rd.		
Spartanburg Airport-2	500 Ammons Rd.		
Sparta Transit-1	125 Kensington Dr.		
Bethlehem Center-1	397 Highland Ave.		
	TOTALS:		

Please complete the provided proposal sheet which outlines the cost.

By: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone / _____ Email: _____

Insurance: By submitting a proposal, Proposer agrees to maintain and keep in force during the life of any Contract awarded pursuant to this RFP, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Commercial General Liability:

\$1,000,000 per occurrence – (Coverage shall include bodily injury or accidental death and property damage)*

Comprehensive Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)*

Statutory Worker's Compensation:

Coverage – (Shall apply to all applicable State of SC laws)

Employers Liability:

\$500,000 Each Accident*

\$500,000 Disease, Per Employee*

\$500,000 Disease, Policy Limit*

Professional Liability Insurance:

\$1,000,000 per occurrence (if applicable)

Umbrella Policy:

N/A

* A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.

Proposer will provide City of Spartanburg a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Proposer certifies to the City of Spartanburg that *all* subcontractors approved to perform work on this project comply with all of the requirements in this Section.

Certificate of Insurance: A copy of current Certificate of Insurance must be included with the Proposal. Certificates of Insurance for all such policies shall be provided by the Proposer's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

- (i) **City of Spartanburg** SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on Commercial General Liability and any Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.

- (ii) **WAIVER OF SUBROGATION.** As a part of the Certificate of Insurance requirement the Proposer shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the City of Spartanburg of Spartanburg, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Proposer. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

(iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to the RFP Number

Subcontractors: Proposer shall not subcontract work hereunder without the prior written consent of the City, and any such subcontract without consent of the City shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the City the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

Service Providers: When applicable, list up to three independent firms, within 300 miles of the City of Spartanburg that can provide service work to the Proposer's system. Provide names and direct telephone numbers.

References: The **City of Spartanburg** requires Proposers to list at least three (3) references, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the proposer has performed or provided similar work, service or product (ie. currently operate the same model number of equipment being proposed) **within the last five years**. References should be listed on Exhibit H.

Experience: List five jobs, similar in size, completed by Proposer, within 100 miles of Spartanburg City of Spartanburg, **for Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

Authority to execute a contract

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN CONTRACT WITH SPARTANBURG CITY

WHEREAS, _____ will or has submitted a bid/proposal to Spartanburg City of Spartanburg for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good or services to Spartanburg City of Spartanburg ; and

WHEREAS, _____ Type of Organization is :

Check the applicable box):

- Sole Proprietorship
- Partnership
- Corporate entity (not tax-exempt)
- Corporate entity (tax-exempt)
- Government entity (Federal, State or Local)
- Other _____

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate governing body) of _____ does hereby approve and authorize
(Company's Name)

_____ to execute a contract with Spartanburg City of Spartanburg
(Name of Individual)

in an amount not to exceed \$_____.

ADOPTED AND APPROVED this ____ day of _____, 20__.

NAME OF ORGANIZATION [

] ATTESTED

By: _____
(signature)

(printed name)

Title:

Bidder Conflict of Interest Disclosure Form

The information called for in this questionnaire is for use by the City of Spartanburg in connection with its risk assessment procedures and related activities

Does your organization have any officers, managers, employees, or officials that are related to any employees, officials, board members, committee members or City Council Members of the City of Spartanburg, SC?

____ **No** (Please sign the certification below and promptly return this page with the W-9)

____ **Yes** (Please sign and provide the name(s) of the individual(s))

CERTIFICATION

I certify that the information herein supplied in response to this questionnaire is complete and correct to the best of my knowledge and belief and understand that the information submitted is subject to audit and verification by the City of Spartanburg.

Name of Authorized Official

Title of Authorized Official

Date

Signature

Phone

Email Address

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, “Government-wide Requirements for Drug-Free Workplace (Financial Assistance)” (published in the Federal Register on November 23, 2003, 68 FR 66534).

(Name of Corporation or Entity)

By: _____ (Signature)

_____ (Print name)

Title: _____

Date: _____

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at **independently and** without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on **by the City of Spartanburg** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Spartanburg** of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary

My Commission Expires: _____

GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

Any questions or any assistance please contact Mrs. Natasha Pitts.

Contact Information

Phone 864-596-3449

Email npitts@cityofspartanburg.org

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

I HERBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM ALL ELEMENTS OF THE WORK PROJECT WITH HIS/HER OWN CURRENT WORK FORCES, AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such MWBE has been contacted and properly apprised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Signature _____

Notary Seal

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

Exhibit I.1



MWBE Good Faith Effort Participation Commitment Contract

This form should be filled out completely and *included in your bid document*. This form should also be accompanied by an executed Letter of Intent from each Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

BID NO:	DATE:
PROJECT NAME:	ADDRESS:
PRIME CONTRACTOR:	CITY: STATE:
CONTACT PERSON:	EMAIL:
TELEPHONE: ()	FAX: ()

MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
Total MWBE Participation						\$	%
Total Contract Amount						\$	

MWBE CLASSIFICATION
 MBE-B - African American MBE-S - Asian American MBE-H - Hispanic
 American WBE - American Woman MBE N/A - Native American

NON-MWBE SUBCONTRACTORS

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
						\$	%
Total Non-MWBE Participation						\$	%
Total Contract Amount						\$	

