



# CITY OF NORTH CHARLESTON

## Invitation To Bid

Project Number: **NC-18-18**  
 Date: October 5, 2018  
 Procurement Official: Denise Badillo, CPPB, CPPO  
 Phone: (843) 740-5899  
 E-Mail Address: dbadillo@northcharleston.org

DESCRIPTION: Diesel and Unleaded Fuel Tank Cleaning

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY: **October 25, 2018 @ 2:00 PM** - (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **October 17, 2018 by 4:00 PM** - (See "INTERPRETATIONS OR ADDENDA" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One Original and one Copy** - (See "Submitting Bids" provision)

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO:  
 CITY OF NORTH CHARLESTON  
 PROCUREMENT DEPARTMENT  
 Attention: Denise Badillo, CPPB, CPPO  
 PO Box 190016  
 2500 City Hall Lane  
 North Charleston, SC 29419

CONFERENCE TYPE: N/A DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions		LOCATION:	
AWARD & AMENDMENTS		The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.northcharleston.org/Business/Do-Business-with-North-Charleston/Request-for-Qualifications.aspx">http://www.northcharleston.org/Business/Do-Business-with-North-Charleston/Request-for-Qualifications.aspx</a> <b>It is the responsibility of the offeror to check for amendments.</b>	
You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.			
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Small (15 employees or less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____	
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		<small>(See "Signing Your Offer" provision.)</small>	
TITLE <small>(Business title of person signing above)</small>			
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED		
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
STATE OF INCORPORATION		<small>(If offeror is a corporation, identify the state of Incorporation.)</small>	

COVER PAGE

PAGE TWO  
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date						
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.								
See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES – Not applicable when using an RFP method of source selection.

**GENERAL INFORMATION:** The City of North Charleston is requesting proposals from contractors capable of inspecting and cleaning one (1) 30,000 gallon diesel (#1 Diesel Fuel with High Sulphur) and one (1) 30,000 gallon unleaded tank (Tier 1 fuel) at North Charleston Public Works (NCPW) fuel station, 5800 Casper Padgett Way, North Charleston, SC 29406.

**ACCEPTANCE OR REJECTION OF PROPOSALS:** The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City, to reject any Firm who has previously failed to perform properly or complete on time contracts of a similar nature, and to reject any firm that is not, in the opinion of the City, in a position to provide the required services.

**PROPOSAL ACCEPTANCE:** Since this solicitation is a Request for Proposals, which permits discussions and negotiations, award will not be made based on the lowest price submitted. The City will select the proposal that best meets the needs of the City.

Proposal acceptance will be made to the most responsible, responsive offeror whose proposal is considered most advantageous to the City, based on the following:

Factors to be considered in award will be:

- a. Price
- b. Services Included
- c. Bidder's ability and capacity to provide scoped services requested
- d. References for recent similar services provided

The City shall be the sole judge of weights, given these factors.

Only the names of offerers submitting proposals will be revealed. No other information will be disclosed.

**SUBMISSION:** **An original and one copy of each Proposal are required.** All contractors are cautioned that it is the responsibility of each individual company to assure that his Proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of opening. The City is not responsible for submissions delayed by mail and/or delivery services of any nature.

Proposals sent by regular mail should be addressed to: City of North Charleston, Purchasing Department, P.O. Box 190016, North Charleston, SC 29419-9016.

Proposals hand delivered or sent via courier service should be addressed to: City of North Charleston, Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406.

Proposals should be assembled as follows and shall include, at a minimum, the following:

➤ **Section 1 Manufacturer Information**

- ✓ Name of Organization and the date established.

- ✓ Provide office address and contact points for individual authorized to answer questions related to this proposal.

➤ **Section 2 Services Included**

- ✓ Provide as much detailed information as possible on the services you will provide if awarded this contract. Such as, sampling, cleaning of the tanks, treatments if necessary, what type of treatment. What contaminants, if any, will you test for in addition to the requested contaminants listed in this RFP. Provide mobilization and response times.

➤ **Section 3 Contractors Ability**

- ✓ Provide EPA Certification to haul waste
- ✓ Provide current Insurance Certificate identifying liability, professional liability, auto and workmen's compensation limits.
- ✓ Provide an overview of your capabilities, processes, certifications, equipment
- ✓ Provide your work history of similar nature for the past three (3) years.

➤ **Section 4 Cost**

- ✓ Provide a total not to exceed cost for the testing each tank.
- ✓ Provide a total not to exceed cost for treatment, if needed, for each tank.
- ✓ Provide Mobilization Fees for each visit
- ✓ Cost should include all labor, profit, overhead, taxes.

➤ **Section 6 – References**

- ✓ Provide a minimum of three references from companies you have recently provided services to. Provide company name, contact person, and phone number as well as a brief description of work performed.

**SCOPE OF SERVICES:** Bidder to provide a proposal for services associated with the inspection and cleaning of one (1) 30,000 gallon diesel (#1 Diesel fuel with High Sulphur) and one (1) 30,000 gallon unleaded tank (Tier 1 fuel) at North Charleston Public Works (NCPW) fuel station, 5800 Casper Padgett Way, North Charleston, SC 29406.

The contractor shall conduct cleaning of fuel tanks and treatment of fuel. Contractor shall filter contaminants that could potentially damage or cause failure to the City of North Charleston fleet. The fuel cleanup process should filter out any contaminants in the tank. Treatment of fuel and fuel tanks should include biocides and stabilizers, if contaminants are found.

At a minimum the following contaminants shall be tested and removed or treated: water, micro-organisms, and sediments.

Proposer shall provide a pre- and post-cleaning visible sample and post-cleaning lab analysis certifying fuel quality per the ASTM D975.

Proposer shall be EPA Certified to haul waste. If a subcontractor is used for this service, documentation must be submitted with the proposal to include to the sub-contractor's credentials.

Contractor's service personnel must provide a copy of the service report upon completion of the task. Bidder to submit an example of an inspection report with the bid

Testing should be scheduled in advance with the NCPW Authorized Supervisor(s) to allow time to notify City fleet when fuel may not be available.

All tanks have at least two access points.

Access for parking is outside directly over the tanks.

Service to be performed after November 1, 2018.

If awarded contract, Contractor shall itemize repair invoices, detailing taxable materials from labor costs.

**INTERPRETATIONS OR ADDENDA:** No oral interpretation will be made to any proposer as to the meaning of this Proposal. If clarity is needed during any part of the RFP process, the contractor should direct all questions to the Purchasing Director, Denise Badillo, in writing via email, [dbadillo@northcharleston.org](mailto:dbadillo@northcharleston.org), no later than 4:00 p.m. October 17, 2018. All questions received prior to 4:00 p.m., October 17, 2018 will be responded to by form of Addenda.

**DISCLOSURE OF STATEMENT OF PROPOSAL CONTENTS:** If the Proposal contains any information that the proposer does not wish disclosed to the public or used for any purpose other than evaluation, all such information must be indicated with the following statement:

The information contained on pages \_\_\_\_\_ shall not be duplicated or used in whole or part for any other purpose than to evaluate the Proposal. This restriction does not limit the City of North Charleston's right to use information contained herein if obtained from another source.

**TERMINATION:**

Termination for Non-Compliance with Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, this contract is subject to immediate termination, suspension of payment, or both, if the FIRM fails to comply with the terms of the Drug Free Workplace Act.

Termination for Cause: If the FIRM fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the City, to comply with any of the terms and conditions of the Contract Documents, then this Contract may be cancelled and terminated by the City at any time within the Contract period without advance written notice, and the FIRM and his Surety shall be liable

to the City for any excess cost occasioned the City. Default or breach of any clause of this contract shall constitute "cause" for termination.

Further, any act of omission by the FIRM which is contrary to law or public policy shall be considered "cause" allowing termination as provided herein. The City will not be liable for any termination costs where termination is for cause. Whether or not the FIRM's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to the City resulting from FIRM's default/breach.

Termination for Convenience: The City shall have the right to terminate this Contract for convenience upon ten (10) days advance written notice. In the event that this Contract is terminated or cancelled upon the request and for the convenience of the City, then the City shall pay FIRM for all materials purchased to date on the City's behalf and for the value of services rendered to date (including reasonable profit margin). The City shall not otherwise pay for costs of termination, opportunity costs, or any costs or amounts of other description. As a prerequisite to FIRM receiving payment for goods purchased on City's behalf, the FIRM shall first turn over possession and all right title or other interest in the materials to the City.

Termination for Non-Appropriation of Funds: The City, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a Federal, State, City or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the FIRM shall be compensated for all necessary and reasonable direct costs of performing the work actually provided to the date of such termination. The FIRM will not be compensated for any other costs in connection with a termination for non-appropriation. FIRM will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

Termination for Harassment/Discrimination: Neither FIRM, nor any employee or agent of FIRM, shall discriminate against or harass any person because of race, color, religion, sex, sexual orientation or national origin. The FIRM shall take affirmative action to ensure that such conduct does not occur. Violation of this clause may result in immediate termination of all contracts between the City and the FIRM "for cause" and may further result in FIRM being suspended or debarred from bidding on future contracts.

**CERTIFICATION OF DRUG FREE WORKPLACE**

The FIRM certifies that he maintains a drug-free workplace and has or will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the FIRM's intent to maintain a drug-free workplace; the existence of any available drug counseling, rehabilitation or employee assistance programs; and the penalties that may be imposed upon employees who abuse controlled substances in the workplace.

In the event of the FIRM's noncompliance with the drug free workplace certification of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the FIRM may be declared ineligible for further contract awards with the City of North Charleston.

By: \_\_\_\_\_

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

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

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

## CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

In the event of the FIRM's noncompliance with nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the FIRM may be declared ineligible for further contract awards with the City of North Charleston.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: \_\_\_\_\_

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

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

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION REGARDING ILLEGAL IMMIGRATION**

The contractor certifies that he/she will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act no. 280) and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, 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.

By: \_\_\_\_\_

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

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

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_