

COMPETITIVE SEALED BID

Berkeley County Water and Sanitation Solid Waste Management Facility

BID TITLE: TIRE COLLECTION AND DISPOSAL

CLOSING DATE AND TIME: THURSDAY, SEPTEMBER 09, 2010 @ 2:00 PM LOCAL TIME

REQUEST FOR A COMPETITIVE SEALED BID TO PROVIDE FOR THE REMOVAL OF PASSENGER/TRUCK TIRES, (DOT) AND SKIDDER/OFF ROAD TIRES FOR BERKELEY COUNTY WATER AND SANITATION, SOLID WASTE MANAGEMENT FACILITY.

You are invited to submit your Competitive Sealed Bid in accordance with the requirements of this solicitation, which are contained herein. It is requested that your Competitive Sealed Bid be submitted to Berkeley County Water and Sanitation Office not later than **2:00 PM local time, Thursday, September 09, 2010** at which time bids will be publicly opened and read aloud. Bids received after the above date and time will be returned unopened. Bidders are invited to attend the bid opening.

The Purchaser reserves the right to accept or reject, in whole or in part, any or all Bids and be sole judge of suitability for a particular purpose or use. The purchaser further reserves the right to waive any informalities or technical errors that would otherwise be of no effect to the Bid as submitted.

Competitive Sealed Bid documents may be picked up from Berkeley County Water and Sanitation, Procurement Office, 212 Oakley Plantation Drive, Moncks Corner, SC or by calling (843)719-2661. Bidders can download a copy of the bid document and any amendments from Berkeley County Water and Sanitation's Web Site:

WEB ADDRESS: <http://www.bcwsa.com>
GO TO: - DEPARTMENTS
- PURCHASING
- SEALED BIDS, PROPOSALS AND RFP'S

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SECTION "A"

GENERAL INFORMATION

1. Bid will be considered as specified herein or attached hereto under the terms and conditions of this Competitive Sealed Bid document.
2. Bidders are to include all applicable requested information and are encouraged to include any additional information they wish to have considered. Additional information shall be a separate section of the Bid, and shall be identified as such.
3. One (1) clearly identified original and two (2) copies of your Bid are required. The Bid must be complete, clear and concise.
4. Bids will be received by BCWS until 2:00 PM on the closing date shown. Bids must be submitted by the time, date and exact location specified to be considered. No late Bids, telegraphic, or telephone Bids will be accepted.

MAILING ADDRESS:

Berkeley County Water and Sanitation
ATTN: Cheryl Lyons
PO Box 1529
Moncks Corner, SC 29461

HAND CARRY:

Berkeley County Water and Sanitation
ATTN: Cheryl Lyons
212 Oakley Plantation Drive
Moncks Corner, SC 29461

5. Bid must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the Bid.
6. The submitting Bidder is required to have printed on the envelope or wrapping containing the Bid, the Bid title, the Bid opening date and time and the Bidder's name and address.
7. BCWS shall not be responsible for unidentified Bids.
8. Bidders mailing a Bid should allow sufficient mailing period to insure timely receipt. BCWS is not responsible for Bids delayed by mail and/or delivery services of any nature. Bids received after the set time for closing will be returned unopened.

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9. Bids may be withdrawn by Bidder prior to, but not after, the time set for the closing.
10. All entries shall be entered in ink or typewritten, and shall remain firm for a period of not less than ninety (90) days. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the Bid.
11. Offers, amendments thereto or withdrawal requests must be received by the time advertised for the Competitive Sealed Bid closing. It is the Bidder's sole responsibility to insure that the documents are received at the time indicated in the solicitation document.
12. Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. BCWS reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against BCWS and/or its agents for any determination in this regard.
13. The document that will form the contract shall include this entire solicitation, all amendments, the successful Bidder's Bid, and the subsequent "Contract Agreement".
14. This solicitation does not commit BCWS to award a contract, to pay any cost incurred in the preparation of a Bid or to procure or contract for the articles of goods or services. BCWS reserves the right to accept or reject any or all Bids received as a result of this solicitation, to negotiate with all qualified Bidders, or to cancel in part or in its entirety this solicitation if it is in the best interest of BCWS to do so.
15. Samples of any articles deemed necessary must be furnished free of any cost to BCWS. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the Bidder at the Bidder's expense upon request.
16. This Invitation for Bids does not commit BCWS to award a contract or to pay any cost incurred in the preparation of a Bid.
17. This contract will be awarded to the Bidder whose Bid is within the competitive range and determined to be in the best interest of BCWS.
18. Unit price will govern over extended price. Errors in mathematics will be corrected.

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19. The successful Bidder shall indemnify and save harmless BCWS and all County Officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Bidder shall make no claim against the BWCS if such patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to the Bidder by BCWS.
20. TIE BIDS: The right is reserved in case tie Bids are received to make award as considered being the most advantageous to BCWS. In case tie Bids are received, the award shall be made to the in-county Bidder first; if no in-county Bid, then to in-State Bidder next. If more than one or none of the tie Bidders is in-county Bidder first, in-State Bidder second, the award shall be made by draw, all other factors being equal.
21. In case of default of Bidder, BCWS reserves the right to purchase any or all items or services so defaulted in the open market, charging Bidder with any excessive cost. **SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING BIDDER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**
22. GUARANTEE: The successful Bidder shall supply a guarantee for all material and workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material are discovered during the guarantee period, the vendor shall, immediately, upon notification by BCWS, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
23. REFERENCE TO PUBLISHED REGULATIONS, CODES, GUIDELINES, INDUSTRY STANDARDS, ETC: All references to publications are for the purpose of establishing standards. Bidders are responsible for using the CURRENT issue of the publication regardless of what is referenced in the "Invitation for Bids".
24. A conditional or qualified Bid will not be accepted.
25. All applicable laws, ordinances, and rules and regulations of any authorities (Federal, State of South Carolina and Berkeley County) shall be binding upon the Bidder throughout the term of this Contract. The Bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold BCWS harmless and indemnify same in the event of non-compliance.

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26. By submitting an offer, Bidder certifies that it 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 act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. 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 agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14.
27. The "Invitation for Bids" contains the provisions required for tire collection and removal. Information obtained from an officer, agent, or employee of BCWS or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Contract.
28. Each Bidder shall be responsible for reading and being thoroughly familiar with the "Invitation for Bids" prior to preparing his/her Bid. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from this obligation in respect to his Bid.
29. AFFIDAVIT OF NON-COLLUSION: An Affidavit of Non-Collusion contained herein, shall be signed, notarized and attached to and become a part of the Bid. **BIDS SUBMITTED WITHOUT THIS AFFIDAVIT MAY BE REJECTED AS UNRESPONSIVE.**
30. AFFIDAVIT OF DELINQUENT TAX: An Affidavit of Delinquent Tax contained herein, shall be signed, notarized and attached to and become a part of the Bid. **BIDS SUBMITTED WITHOUT THIS AFFIDAVIT MAY BE REJECTED AS UNRESPONSIVE.**
31. Any changes in specifications after the Contract has been issued must be with written consent of the Purchasing Manager. Without this written consent there shall be no approved changes which increase the contract amount and the responsibility for such changes shall be with the Bidder.

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32. S.C. LAW CLAUSE: Bidder must comply with the laws of South Carolina which require that he or she be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Bidder from said requirements, by submission of this signed Bid, the Bidder agrees to subject himself or herself to the jurisdiction and process of the courts of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State. Bidder must submit adequate proof of such license with the Bid documents. All representations are subject to verification by BCWS. Any misrepresentation or failure to respond may result in the Bid being considered non-responsive or in revocation of the Notice of Award. Any costs as a result shall be borne by the Bidder and his respective bond.
33. Failure to submit all required information may be determined as a non-responsive Bid.
34. Questions may be directed to Cheryl Lyons, CPPB, Office of Procurement, at telephone number (843) 719-2661 or (843) 572-4400, extension 2661 or email calyons@bcwsa.com. **The deadline for submitting questions is Wednesday, September 01, 2010 at 2:00 PM prevailing local time.** Verbal information obtained otherwise will not be considered in the awarding of the Bid.

SECTION "B"

GENERAL CONDITIONS

1. The successful bidder shall purchase and maintain, in a company or companies acceptable to Berkeley County Water & Sanitation, such insurance as will protect both from claims set forth below which may arise out of or result from Bidder's operations under the Contract whether such operations be by himself or by anyone directly or indirectly employed by him to include sub-contractor:
 - 1.1 Commercial General Liability
 - Minimum \$1,000,000
 - 1.2 Workers Compensation
 - Limits required by State of South Carolina to include State's endorsement for businesses outside of SC Employer's Liability, \$1,000,000
 - 1.3 - Automobile Liability Coverage
 - Bodily Injury \$25,000/\$50,000
 - Property Damage \$25,000
2. Non-Appropriation: The contract shall include a rider that allows cancellation of contract, without penalty, if funds are not appropriated or otherwise made available to support continuation of performance in any physical year.
3. The term of the contract is for three (3) years with one option to renew for two (2) years. Said renewal option to exercise automatically unless notice of termination is given by either party thirty (30) days prior to the end of the contract.

`SECTION "C" SPECIFICATIONS

1. Berkeley County Water & Sanitation, Solid Waste Management Facility, desires to dispose of approximately 600 to 650 tons of Passenger/Truck tires, (DOT), and approximately 170 tons of Skidder/Off-road Tires.
2. Berkeley County Water & Sanitation requires that bidders submit permits indicating they are in compliance with SCDHEC rules and regulations required for disposal of tires.
3. Bidders are required to accept **all DOT tires to include tires with rims still intact.**
4. Bidders are required to maintain a minimum of two (2) 40-foot covered trailers with rear doors on site with one trailer in the process of being filled and the other empty for reserve.
5. Bidders shall remove full trailers with-in 48 hours of notification utilizing their own equipment.
6. Bidders shall remove skidder tires from the landfill site a minimum of once per month or with-in 48 hours of notification.
7. Bidders shall submit, in writing (Pg. 15, Deviations from Specifications), exceptions to bid sheet as an attachment to proposal.

SECTION “D” LOCAL/STATE PREFERENCE

Local and State Vendor Preferences, Exception

a. Berkeley County Vendor Preference

1. Supply Vendors

- i. A responsive and responsible Berkeley County supply vendor who is within five percent (5%) of the lowest non-local Bidder, may be given the opportunity to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$2,500 or more in value.

A vendor shall be deemed a Berkeley County supply vendor if such vendor be an individual, partnership, association or corporation that is authorized to transact business within the State, has a physical business address located and operating within the limits of Berkeley County and has been doing business in the County for a period of twelve (12) months or more prior to the bid opening date, the vendor maintains a representative in inventory of commodities within Berkeley County and the vendor provides proof of payment of all applicable Berkeley County taxes and fees.

2. Service Vendors

- i. A responsive and responsible Berkeley County service vendor who is within five percent (5%) of the lowest non-local Bidder, may be given the opportunity to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$2,500 or more in value.

A vendor shall be deemed a Berkeley County service vendor if such vendor be an individual, partnership, association or corporation that is authorized to transact business within the State, has a physical business address located and operating within the limits of Berkeley County and has been doing business in the County for a period of twelve (12) months or more prior to the bid opening date, and the vendor provides proof of payment of all applicable Berkeley County taxes and fees.

3. Construction Vendors

- i. A responsive and responsible Berkeley County construction vendor who is within five percent (5%) of the lowest non-local Bidder, may be given the opportunity to match the bid submitted by the non-local Bidder and

thereby be awarded the contract. This preference shall apply only when purchases are \$2,500 or more in value.

A vendor shall be deemed a Berkeley County construction vendor if such vendor be an individual, partnership, association or corporation that is authorized to transact business within the State, and has business personal property with an assessed value of \$250,000.00 physically located in Berkeley County, and a physical business address located and operating within the limits of Berkeley County and has been doing business in the County for a period of twelve (12) months or more prior to the bid opening date, and has a minimum of ten (10) employees who are residents of Berkeley County or fifty percent or more of the vendor's workforce are residents of Berkeley County, and the vendor provides proof of payment of all applicable Berkeley County taxes and fees.

b. **The Berkeley County vendor preference shall always take priority over the State of South Carolina vendor preference in awarding of contracts.**

c. **South Carolina Vendor Preference**

1. **Supply Vendors**

- i. A responsive and responsible South Carolina supply vendor who is within five percent (5%) of the lowest non-State Bidder, may be given the opportunity to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$2,500 or more in value.

A vendor shall be deemed a South Carolina supply vendor if such vendor be an individual, partnership, association or corporation that is authorized to transact business within the State, has a physical business address located and operating within the limits of South Carolina and has been doing business in the State for a period of twelve (12) months or more prior to the bid opening date, the vendor maintains a representative in inventory of commodities within South Carolina and the vendor provides proof of payment of all applicable South Carolina taxes and fees.

2. **Service Vendors**

- i. A responsive and responsible South Carolina service vendor who is within five percent (5%) of the lowest non-State Bidder, may be given the opportunity to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$2,500 or more in value.

A vendor shall be deemed a South Carolina service vendor if such vendor be an individual, partnership, association or corporation that is authorized to transact business within the State, has a physical business address located and operating within the limits of South Carolina and has been doing business in the State for a period of twelve (12) months or more prior to the bid opening date, and the vendor provides proof of payment of all applicable South Carolina taxes and fees.

3. Construction Vendors

- i. A responsive and responsible South Carolina construction vendor who is within five percent (5%) of the lowest non-State Bidder, may be given the opportunity to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$2,500 or more in value.

A vendor shall be deemed a South Carolina construction vendor if such vendor be an individual, partnership, association or corporation that is authorized to transact business within the State, and has business personal property with an assessed value of \$250,000.00 physically located in South Carolina, and a physical business address located and operating within the limits of South Carolina and has been doing business in the State for a period of twelve (12) months or more prior to the bid opening date, and has a minimum of ten (10) employees who are residents of South Carolina or fifty percent or more of the vendor's workforce are residents of South Carolina, and the vendor provides proof of payment of all applicable South Carolina taxes and fees.

d. Exception

If procurement is to be made pursuant to State or Federal guidelines that prohibit or restrict local or state preferences, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines.

e. Multiple Qualifying Vendors

Subject to the restriction above, in the case of multiple vendors qualifying for the Berkeley County vendor preference or the South Carolina vendor preference, standard procurement practice regarding the priority of selection as determined by the lowest responsive and responsible bidder shall control.

NOTE: THE ENCLOSED LOCAL/STATE AFFIDAVIT MUST BE COMPLETED, NOTARIZED AND RETURNED AS PART OF VENDOR'S BID IF MAKING CLAIM FOR THE IN-COUNTY LOCAL OR IN-STATE PREFERENCE. NO VENDOR IS PRESUMED TO QUALIFY FOR A PREFERENCE IF THE VENDOR HAS NOT MADE A WRITTEN CLAIM ON THE ENCLOSED AFFIDAVIT AT THE TIME THE BID IS SUBMITTED.

SECTION "E"
PRICING INFORMATION

RETURN THIS SHEET WITH YOUR BID FOR EACH UNIT

The undersigned, having fully familiarized themselves with the information contained within this Competitive Sealed Bid and subsequently received written Amendments as listed below, submit the attached Bid. I verify (to the best of my knowledge, information and belief) this Bid to be true and correct. All requirements of the Competitive Sealed Bid are hereby incorporated into the Bid submitted and shall be incorporated by reference into the contract agreement.

The Bidder acknowledges the following Amendments have been received and incorporated into this Bid:

Amendment No. ____ Dated _____, 2010 Signature _____

Amendment No. ____ Dated _____, 2010 Signature _____

Respectfully submitted by: _____
(FIRM NAME)

Signature: _____

Representative Name: _____

Title: _____

Address: _____

Date: _____

Telephone No _____

Fax Number: _____

Email Address: _____

BID SHEET
RETURN THIS SHEET WITH YOUR BID

In compliance with this Competitive Sealed Value Bid and subject to the conditions therein (including subsequently received written amendments if any) the undersigned offers and agrees to tire collection and removal for Berkeley County Water and Sanitation, Solid Waste Management Facility.

BID PRICE TO INCLUDE ALL APPLICABLE SALES TAX AND HANDLING FEES AS WELL AS FREIGHT CHARGES.

BIDDERS ARE TO SUBMIT THEIR BID ON THIS SHEET ONLY. BID HOLDER WHO CHANGES OR ALTERS THIS BID SHEET MAY BE CONSIDERED NON-RESPONSIVE.

ITEM	UNITS	COST PER TON
1. Passenger/Truck Tires (DOT)	1 Ton	\$
2. Skidder/Off-Road Tires	1 Ton	\$

Passenger/Truck Tires (In Writing) -

_____ DOLLARS & _____ CENTS

Skidder/Off-Road Tires (In Writing) -

_____ DOLLARS & _____ CENTS

Respectfully submitted by: _____
(FIRM NAME)

Signature: _____

Representative Name: _____

SECTION "F"
LOCAL/STATE RESIDENT VENDOR PREFERENCE
AFFIDAVIT

_____, who being duly sworn, (company name/company representative) certifies that the vendor identified in this Bid response meet all qualifications for the local or state preference as defined in the Berkeley County Water and Sanitation procurement Ordinance entitled "Local Preference" as amended.

By this written claim, Bidder request Local or State resident vendor preference be exercised in consideration of contract award of this Bid.

BIDDER CERTIFIED THAT HE MEETS ALL QUALIFICATIONS FOR THE (CHECK ONLY ONE OF THE FOLLOWING):

1. LOCAL RESIDENT VENDOR PREFERENCE (BERKELEY COUNTY) _____
OR
2. STATE RESIDENT VENDOR PREFERENCE (SOUTH CAROLINA) _____

BIDDER SIGNATURE: _____

BIDDER NAME: _____

POSITION: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public

My Commission Expires _____

SECTION "F"
NONCOLLUSION AFFIDAVIT OF BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:
- (2) He is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bids:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Berkeley County Water and Sanitation, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public

My Commission Expires _____

SECTION "F"
DELINQUENT TAX AFFIDAVIT

Please note the Procurement Department shall verify that all taxes have been paid to the County by vendors with which they intend to do business. If you owe delinquent taxes your Bid may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Berkeley County Delinquent Tax Office at one of the following numbers:

Moncks Corner (843) 719-4029
Charleston (843) 723-3800, extension 4029
St. Stephen (843) 567-3136, extension 4029

IS YOUR BUSINESS DELINQUENT IN PAYING ANY TAXES OWED TO BERKELEY COUNTY? _____ (YES OR NO).

FIRM NAME: _____

BIDDER SIGNATURE: _____

BIDDER NAME: _____

POSITION: _____

ADDRESS: _____

TELEPHONE: _____

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public

My Commission Expires _____

SECTION "G" CHECK-OFF LIST

THE FOLLOWING ITEMS MUST BE RETURNED WITH BID:

1. BID PROPOSAL Section "E" (Pages 13-15)
2. AFFIDAVITS Local/State Preference (Page 16) - if applicable
 Noncollusion (Page 17)
 Delinquent Tax (Page 18)
3. ANY OTHER MATERIAL REQUESTED IN THE BID PACKAGE.