IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a Roll-Out Trash Cans. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

2. Bidder may mail, or hand-deliver response to the Procurement Division. Bids delivered to any other location will not be accepted. Do Not Fax in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.

3. DEADLINE FOR SUBMISSION OF OFFER: Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 2:00pm on June 3, 2022. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.
INSTRUCTIONS TO BIDDERS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Bidder’s complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed “No Proposal” response form.

A “No Proposal” qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor’s List.

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the handwriting must be legible. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request “at cost” for the City’s internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Bidder’s ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder’s ability to provide said services.

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
   A) Gratuities. It shall be unethical for any person to offer, give or agree to give any
   employee or former employee, or for any employee or former employee to solicit,
   demand, accept, or agree to accept from another person a gratuity or an offer of
   employment in connection with any decision, approval, disapproval, recommendation,
   preparation or any part of a program requirement or a purchase request, influencing
   the content of any specification or procurement standard, rendering of advice,
   investigation, auditing, or in any other advisory capacity in any proceeding or
   application, request for ruling, determination, claim or controversy, or other
   particular matter pertaining to any program requirement or a contract or subcontract,
   or to any solicitation or proposal therefore.

   B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment
   to be made by or on behalf of a subcontractor under a contract to the prime
   contractor, or to hire any subcontractor or any person associated therewith, as an
   inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS
   Each Bidder by submitting a Proposal represents that:

   A) The Bidder has read and understands this Solicitation (including all Specifications
      and Attachments) and that its Proposal is made in accordance therewith.

   B) The Bidder has reviewed the Solicitation and has become familiar with the local
      conditions under which the Scope of Work is to be performed. The failure or
      omission of a Bidder to acquaint himself with existing conditions shall in no way
      relieve him of any obligation with respect to this proposal or any resulting
      contract.

   C) The Proposal is based on the terms, materials, services and obligations required
      by this Solicitation, without exception.

   D) The Bidder is qualified to provide the services and equipment required under this
      Solicitation and, if awarded the contract, shall do so in a professional, timely
      manner using successful Bidder's best skills and attention.

   E) The Bidder is guaranteeing that all goods and services will meet the requirements
      of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT
   It is the intent and purpose of the City of Charleston that this Solicitation permits
   competition. It shall be each Bidder’s responsibility to advise the City if any language,
   provision, or other requirement, or any combination thereof, inadvertently restricts or
   limits the satisfaction of the specifications stated in this Solicitation to a single source.
   Such notification must be submitted in writing, and must be received by the City of
   Charleston Procurement Division no later than the last date for written questions. Any
   such notification shall be reviewed by the City’s Procurement Director.
19. **ADDENDA/CHANGES**
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City’s Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. **EVALUATION PROCESS**
During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston’s best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. **AWARD OF CONTRACT**
A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. **CONTRACT ADMINISTRATION**
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. NOTICE OF AWARD OF CONTRACT
   The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
   A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City’s Director of Procurement.

25. OTHER CONTRACTS
   The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
   The City’s Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
   Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
   Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the “Contractor”), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor’s insurer(s) or insurer(s)’ agent(s) directly at any time regarding its coverages, coverage
amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. **INDEMNIFICATION**

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the “Contractor”) hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. **BIDDER’S QUALIFICATIONS**

The City reserves the right to request satisfactory evidence of any Bidder’s ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder’s ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor’s capabilities.

31. **ASSIGNMENT**

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. **SUBCONTACTORS**  
   A) If any subcontractors shall be used for this project, the Contractor shall provide to the City’s Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

   B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City’s Director of Procurement.

   C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

   D) If at any time the City’s Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

   E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. **SUSPENSION OF WORK**  
The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. **TERMINATION**  
   A) **For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

   B) **For Default:** If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. **MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS**  
   **A)** If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

   **B)** By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

   **C)** The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. **COMPLIANCE WITH LEGAL REQUIREMENTS**  
   All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. **PERMITS AND LICENSES**  
   **A)** The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

   **B)** Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. **DISPUTES**  
   Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. **INCORPORATION BY REFERENCE**
   The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor’s Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. **PRIME CONTRACTOR RESPONSIBILITIES**
   The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. **OWNERSHIP OF MATERIAL**
   Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. **DRUG-FREE WORKPLACE**
   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. **FUNDING**
   Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City’s
right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. **SUBMITTING CONFIDENTIAL INFORMATION**

For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or “PROTECTED” on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED.” By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the City withholding information that Bidder marked as “CONFIDENTIAL” or “TRADE SECRET” or "PROTECTED.”

46. **RECORDS RETENTION & RIGHT TO AUDIT**

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
   Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. **UNSUCCESSFUL BIDDERS**
   Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. **PAYMENT FOR GOODS & SERVICES**
   Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. **DISCUSSION/NEGOTIATION:**
   By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City’s Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
   The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City’s Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. **DEFAULT**
   In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. **FORCE MAJURE**
   The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were
obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

65. **CONTRACT TERMS**
   The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
**INSURANCE REQUIREMENTS**

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS’ COMPENSATION**: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and
D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor’s policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers’ Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best’s rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
# NO BID RESPONSE FORM

<table>
<thead>
<tr>
<th>Bid Number: 22-B014R</th>
<th>Bids will be received until: June 28, 2022 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Title: Roll Out Trash Cans</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: May 17, 2022</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
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<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

**Minority or Women Owned Business:**

Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

| Authorized Signature: _____________________________ | Title: __________________________ |
| Date: _________________________ |

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be sent in if not sending in a submission.**

To submit a **“No Bid”** response for this project, this form must be completed for your company to remain on our Bidder’s list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder’s list.

Please check statement(s) applicable to your **“No Bid”** response

- [ ] Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- [ ] Specifications are ambiguous (explain below).
- [ ] We are unable to meet specifications.
- [ ] Insufficient time to respond to the solicitation.
- [ ] Our schedule would not permit us to perform.
- [ ] We are unable to meet bond requirements.
- [ ] We are unable to meet insurance requirements.
- [ ] We do not offer this product or service.
- [ ] Remove us from your vendor list for this commodity/service.
- [ ] Other (specify below).

**Comments:** ________________________________________________________________

__________________________________________________________

__________________________________________________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

______________________________  ______________________________
Company Name  Authorized Signature
As registered with the IRS

______________________________  ______________________________
Correspondence Address  Printed Name

______________________________  ______________________________
City, State, Zip  Title

______________________________  ______________________________
Email Address  Telephone Number

______________________________  ______________________________
Toll-Free Number (if available)  Fax Number

______________________________  ______________________________
Remittance Address  Date

______________________________  ______________________________
City, State, Zip  Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes    ☐ No
If so, please provide a copy of your certificate with your response.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me ________________ (the “Bidder seeking Local Vendor Recognition”) who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston’s Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City’s Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: ________________________________

CHARLESTON STREET ADDRESS: ________________________________

SIGNATURE: ________________________________ TITLE: __________
By: ________________________________
(Print Name)

Sworn to and subscribed before me at ____________________________.
State of ________________, this ___ day of ____________, 20___.

______________________________(SEAL)
Notary Public for______________
My Commission Expires__________
This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   - Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

   OR

   - Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: ____________________________________________

_________________________ ________________________________
Signature Date

_________________________ ________________________________
Print Name Title

Witness
City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of ____________________________________________________________
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

- 5. Attended any pre-solicitation meetings scheduled by the City.

- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: __________ Name of Authorized Officer (Print/Type): ____________________________

Signature: ____________________________
Title: ______________________________
City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts  
(Use as many sheets as necessary)

I, ________________________________, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th></th>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tbody>
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<td>1</td>
<td>Minority Firm Name and Contact</td>
<td>Minority Firm Address</td>
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<td></td>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
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<td>_____________________________</td>
<td>☐ (African American)</td>
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<tr>
<td></td>
<td>Minority Firm Fax Number</td>
<td>☐ (Asian American)</td>
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<td>☐ (American Indian)</td>
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<td>DBE Certification Number</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _______________ Name of Authorized Officer (Print/Type): ____________________________________________

Sworn to before me this ____ day of ______________, 20__. Signature: _______________________________________

Notary Public for the State of __________________________ My Commission Expires: __________________________ Title: ___________________________________

Print Name: __________________________________________ Phone Number: ____________________________

Address: __________________________________________ Notary Seal: ____________________________________
AFFIDAVIT B  
City of Charleston, South Carolina  
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _________________________________. I hereby certify that on the
(Name of Bidder)
__________________________, Total Project Amount $__________________________
(Project Name)
I will make a good faith effort to expend a minimum of ______% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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Total MBE Participation:  _____ %  $___________

* Minority categories: African American (B); Hispanic (H); Asian American (A); American Indian (I);
Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work
listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to
the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in
this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____________  Name of Authorized Officer (Print/Type): ________________________________
Signature:__________________________________________
Title:______________________________________________

Sworn to before me this ___ day of ____________, 20__.  Notary Public for the State of ____________________________
Notary Seal: _______________________________________

Print Name: ________________________________
Phone Number: ________________________________
Address: ________________________________
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of ____________________________________________

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ____________________________ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: __________ Name of Authorized Officer (Print/Type): ________________________________

Signature: ______________________________

Title: _________________________________

Sworn to before me this ____ day of ____________, 20__. Notary Seal:

Notary Public for the State of __________________________

My Commission Expires: __________________________

Print Name: _________________________________

Phone Number: ______________________________

Address: ____________________________________

________________________________________
Bidders must supply a minimum of four (4) references for which they have provided the same or similar products/services being requested here on a contract basis during the last three (3) years.

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General Information

The City of Charleston, South Carolina is soliciting vendors for the Roll-Out Trash Cans. The Vendor should provide detailed information of product/service they are bidding.

Procurement Process
This is an Invitation for Bid. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions
Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 2:00pm on June 3, 2022. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

Oral Statements
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

Contractor Solely Responsible for Performance
Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City’s agent or employee.

Disqualification of Bidders
Bidders may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Suspension and Debarment
The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.
**Contract Negotiations**
The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

**Vendor’s Duty to Inspect and Advise and Declare All Costs**
Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

**Receipt of Bids**
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt *(June 28, 2022 @ 12:00pm)* of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

**Number of Bids to be Submitted**
Each Vendor must *submit one (1) Unbound Original (please use a paper clip or binder clip) and one electronic copy (Flash Drive)*. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note “Original” on the original bid.

**Required Forms and Signature Pages**
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

**Bid Format**
Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder’s capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked “22-B014R Roll Out Trash Cans” and submitted in a sealed envelope.

b) Bids must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals must be received in the City’s Procurement Office no later than 12:00pm on June 28, 2022. Late proposals will not be accepted for any reason.
d) No more than one bid may be submitted by any Vendor.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences
Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality
The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Basis for Award
The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder’s physical premises prior to award to satisfy questions regarding the Bidder's capabilities.
#22-B014R Roll-Out Trash Cans  
Vendor: _________________________________

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3500 EA</td>
<td>96 (or 95) gallon Roll Out Waste Containers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 EA</td>
<td>64 (or 65) gallon Roll Out Waste Containers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 EA</td>
<td>32(or 35) gallon Roll Out Waste Containers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Manufacturer and Model #

Special Notes:
Specifications (sample of the plastic) and a picture of the sample model that bids are being submitted on should be included. Item must be of equal standard and quality of specifications included in this bid. A sample item will be required upon request.

The City will consider the use of 95, 65 and 35 gallon containers in lieu of the 96, 64 and 32 gallon.

1. The initial term of the Agreement shall be for a period of one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor’s request for a price increase.

2. Quantities shown herein are estimated requirements for the contract period and the City does not obligate itself to utilize the full quantities indicated. The City reserves the right to purchase more or less than shown in the estimated quantities. The price offered must stand firm regardless the quantity. The City’s requirements may exceed the quantities shown and all orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth.

Freight/Shipping Charges

9% SC Tax

TOTAL
Specifications

1. **MANUFACTURING PROCESSES AND MATERIALS**: The roll out containers shall consist of a body, lid, wheels, axle, lift bar and necessary accessories. The containers shall come fully assembled, except for lid, which will be installed by the City. The plastic resin material and the finished container must meet the minimum specifications herein.

1.1 **MANUFACTURING PROCESS**: The container must be manufactured by the Rotational or Injection molding process.

1.2 **PLASTIC MATERIAL**: Base plastic resin must be first quality medium or high density polyethylene supplied by a national petrochemical producer.

Bidder must submit technical data sheet(s) from the resin producer, which verifies that the resin to be used in the container body will meet the following minimum property levels:

\[
\text{ESCR - } > 1000 \text{ hrs.} \quad \text{Elongation - } > 1000\% \quad \text{Density} - 0.937-0.940
\]

1.3 **RESIN ADDITIVES**: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molten state using a hot-melt compounding process.

Bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

1.4 **WHEELS**: Ten (10) inch, heavy-duty plastic.

2. **CONTAINER REQUIREMENTS**: The roll out containers must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

**COLOR** – The container shall be “Charleston Green”. Bidder must submit color chips for the City’s consideration.

**OTHER REQUIREMENTS**: All other specifications of the assembled containers shall meet the “or approved equal” standards for each of the 3 models specified in this bid. (See: “OR APPROVED EQUAL”)

Offeror’s may be required, at their own expense, to provide a sample container for inspection, before bid award is made.

3. **MARKINGS**: Each container must be permanently marked with letters/numbers, as follows:
3.1 **SERIAL NUMBERS**: Each container must have a serial number hot stamped in white on the front face of its body. Serial numbers shall be in sequence beginning with a number designated by the City.

3.2 **CITY NAME**: “CITY OF CHARLESTON” shall be hot stamped onto both sides of the container with the dimensions as follows: 8” W x 4” H.

3.3 **USER INSTRUCTIONS**: Instructions for the safe use of the container must be molded into each lid. Instructions shall be in both English and Spanish.

3.4 **HAZARDOUS MATERIAL**: Instructions concerning hazardous materials must be molded onto each lid in both English and Spanish with the lettering highlighted in Red or White. It should read as follows: “**Cart should not be used for the disposal of any hazardous materials such as paint, liquid acid, or hot coals.**”

3.5 **LOAD RATING**: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

4. **WARRANTY**: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The bidders warranty is understood to include, whether stated in bidder’s warranty or not, the following coverage:

4.1 Failure of the lid to prevent rain water from entering the container when in the closed position.

4.2 Damage to the container body, lid, or any component parts through opening or closing the lid.

4.3 Failure of the lower lift bar from damage during interface with lifters.

4.4 Failure of the body and lid to maintain their original shape.

4.5 Damage or cracking of the container body through normal operating conditions.

4.6 Failure of the wheels to provide continuous, easy mobility, as originally designed.

4.7 Failure of any part to conform to minimum standards as specified herein:

4.8 If bidder is owned by another business entity, the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should they ever be in a position to not be able to honor the warranty. Such letter shall be signed by the owning entity’s top officer and notarized.
4.9 Warranty specimen of exact warranty offered must be included with proposal.

5. **DELIVERY:** All orders must be shipped to arrive within 30 days after receipt of Purchase Order.

The City would like to have an auto ship and billing for every 6 weeks with review of shipment schedules annually. The City will determine with the awarded vendor the quantities for auto shipment.
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your “Original” Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time. Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.