

PROCUREMENT DEPARTMENT

Teria G. Sheffield Procurement Director

SOLICITATION TYPE: Invitation to Bid DATE: 2/27/2023

ID Number: 2856 Title: Mowing Services for Solid Waste Landfill

Due Date/Time: March 22, 2023 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building Room 3401 6 S. Congress St., York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager Email: procurement@yorkcountygov.com

Voluntary Pre Solicitation Meeting: March 14, 2023 at 11:00 a.m. Location: 289 Public Works Rd York, SC 29745

Questions Deadline: No later than March 17, 2023 at 4:00 p.m.

Tentative Date of Council Approval: April 17, 2023

PO Box 180, 6 South Congress Street, York, SC 29745

Telephone: 803-684-8520 Fax: 803-684-8580 Web: www.yorkcountygov.com

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The intent of this solicitation is to describe the services needed to mow the closed MSW and C&D cells at the York County Landfill. The Solid Waste Disposal DHEC Permit requires York County to have a grass cutting schedule to maintain all closed MSW and C&D cells.

1.2 Scope of Work

The successful Bidder will be responsible for maintaining approximately 176 total acres a cut height between 6 and 8 inches for the designated areas of the York County Landfill located at 289 Public Works Rd York, SC 29745.

1.3 Overview of Services

A. As a condition of this Request all responding Bidders will be required to provide supervision, labor, transportation, and all necessary equipment to meet the requirements of this bid.

B. The successful Bidder shall be fully insured and properly licensed to perform services on York County property. The successful Bidder, under no circumstances, shall sub-contract, or utilize individuals not covered under their insurance policy. It is also prohibited for workers to mingle and/or socialize within the confines of York County owned buildings.

C. The successful Bidder shall keep all work sites clean of debris. The Bidder shall remove all tools and equipment promptly after use. No equipment, or materials, shall be left permanently at any site. In no instance will combustibles be left, or left unattended, on York County property.

D. The Bidder is responsible for repairing, seeding and the placement of straw on any areas damaged by the Bidder during mowing.

E. The successful Bidder and the SWD Supervisor shall have at least one, phone, email, or personal meeting between mowing periods to discuss mowing activities, issues and/or problems. It will be the Bidder's responsibility to schedule the meeting.

F. The Bidder may be asked at times to reschedule mowing in areas due to landfill activities in that area.

G. Special consideration should be taken toward the safety for the general public, county employees and their personal property, such as vehicles.

1.4 Maintenance Schedule

A. Mowing - Routine mowing of 9 closed MSW and C&D cells should take place four times each year.

B. Mowing Dates must be in: Mid-July, Mid-September, Mid-November, Mid-May. Actual mowing times are flexible based on vegetation growth and weather conditions. Adjustments to mowing schedule can be agreed on between contractor and the SWD Supervisor.

1.5 Equipment

A. All bidders shall be required to furnish a list of all equipment in their bid response that will be used in providing the above services. If necessary, the county shall be allowed to inspect this equipment prior to the awarding of any contract.

B. Bidder must own a minimum of four tractors to perform this work. Each tractor must be large enough to accommodate a ten foot bushhog or bigger attachment for mowing. Bidder must have four ten-feet bushogs or bigger. Each Bidder must have a minimum of four employees on site for each mowing. A list of tractors, bushhog attachments and employees must be provided on the bid form contained herein. Provide tractor make and model. Provide bushhog make, model, and size.

C. Mowing height must be six inches to eight inches. (from addendum #1)

1.6 Personnel

A. The successful Bidder must demonstrate the ability to exercise good judgment and safety, and utilize the expertise of skilled and properly trained personnel. The successful Bidder shall have a minimum of three years of demonstrated experience in heavy equipment operation.

B. All proposing Bidders must employ qualified, in-house personnel, who are qualified in heavy equipment operation.

C. The Bidder shall not employ any person who is an employee of York County.

D. Bidder's employees should refrain from smoking on county property while in the performance of their duties. The Bidder's personnel must adhere to the County's "no smoking on county property policy".

E. Because many county facilities are in close proximity of private residences, the Bidder's personnel should not egress into other grounds while performing work on county property.

F. York County reserves the right to reject the Bidder's personnel who, in their judgment, is not adequately qualified to perform the work or for just cause (lack of courtesy, profanity, repeated lack of compliance with operating procedures, unsafe operation). The Bidder shall make arrangements for a replacement within twenty-four (24) hours.

G. The Bidder's employees shall consistently show the highest levels of customer service and courtesy.

H. All proper pesticide licenses shall be supplied by awarded Bidder.

SECTION 2 OTHER REQUIRMENTS

2.1 License

Bidder must be licensed to do business in the State of South Carolina. The Bidder must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

2.2 References

On the attached bid form, list the names, addresses, and telephone numbers of three company/business representatives that York County may contact who are currently using the same service being bid for the same application.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: ability, capacity, and skill of the bidder to perform the contract required; character, integrity, judgment, experience and efficiency of the bidder; whether the bidder can perform the contract within the time specified; the quality of performance of previous contracts; the previous and existing compliance by the bidder with laws relating to the contract; timeliness; cost and schedule estimates and accuracy; problems (poor quality deliverables, contract disputes, work stoppages, etc....); overall performance, and any other information secured may have a bearing on the decision to award the contract. Reference checks may be limited to the lowest cost bidders and negative references may eliminate vendors from consideration for award.

2.3 Damages to County Property

The successful Bidder is required to promptly notify SWD Supervisor in the event any damage occurs to County property (i.e. windows, vehicles, site lights, signage, sprinklers, etc.) as a result of actions of the Bidder while providing services. The Bidder shall be liable for damages resulting from the actions of its employees.

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1 Submittal

<u>Online submittal:</u> Electronic submittals shall be uploaded in PDF format via the <u>Getall</u> online portal. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at <u>support@getall.com</u> to confirm submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response select Help and then Quick Reference in the <u>Getall</u> portal:

Each response shall be submitted on the attached Bid Form as furnished, which includes bid price, acknowledgment of any addendum, Bidder's information and signature.

3.2 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Bidder's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Bidders. While evaluating each Bid; price and service will be factors in making a purchasing decision.

3.3 Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request.

To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via the GetAll portal and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid Form included herein. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect

3.4 Inquiries

General questions about this solicitation should be submitted through the <u>Getall</u> portal, by selecting the questions icon in the corresponding Q&A column.

SECTION 4 BID EVALUATION, AWARD, AND CONTRACT

4.1 General

Bid will be awarded to the most responsible Bidder who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.

4.2 Determination of Lowest Bidder

Bids must be evaluated to determine which Bidder offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

4.3 Modification of Bids

York County does not allow modification of Bids after deadline.

4.4 Award

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Bids and to make an award to the most advantageous vendor.

Upon determination of the lowest Bidder, review of Bid for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

4.5 Terms of Contract

The initial contract term shall be for three (3) years with the option to renew for two (2) additional one (1) year terms.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.6 Termination of Contract

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

4.7 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.8 Protest

Any prospective bidder, Bidder, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for bids or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, Bidder, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provide.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 6.3. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Bidders including the employees of the Bidder must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted bid responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Bidders shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with

this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the firm agrees to subject itself to the jurisdiction and process of the courts of the State 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.

5.8 Certificate of Insurance

Once selected, the successful firm may be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All bids and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this SOLICITATION and including correspondences relating to this SOLICITATION shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm 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 County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County 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 successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their bid which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their bid which Bidders deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the bid package as confidential. Failure to do so or to mark the entire bid package as confidential may result in disclosure of that information.

5.15 Non-Collusion Bidding Certification and Disqualification

By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

5.17 Certification Regarding Immigration Reform and Control

The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected

to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Bidders or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Bidder, or any person, firm, or corporation employed by the Bidder in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

5.20 Payment and Shipping Terms

All shipments are to be F.O.B. destination, freight prepaid unless otherwise stated. South Carolina Sales Tax is applicable on goods purchased in South Carolina and on goods shipped to York County from any other State by vendors possessing a South Carolina Sales Tax number. This purchase is considered a single contract. TERMS: NET 30 DAYS

BID FORM

A. Price

ITEM	PRICE
Annual Mowing of Landfill areas described herein totaling approximately 176 acres	
Additional Fees	
ANNUAL TOTAL BID	

B. Acknowledgement of Addenda

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No	, dated
Addendum No	, dated
Addendum No	, dated

C. Exceptions

D. Equipment

E. References

1.	Organization Name:	
	Address:	
	Contact Name:	
	Telephone:	
	Email:	
2.	Organization Name:	
	Address:	
	Contact Name:	
	Telephone:	
	Email:	
3.	Organization Name:	
	Address:	
	Contact Name:	
	Telephone:	
	Email:	

F. Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME	COMPANY TELEPHONE NUMBER
COMPANY ADDRESS	COMPANY FAX# (IF APPLICABLE)
CITY, STATE, ZIP+4	EMAIL ADDRESS
AUTHORIZED SIGNATURE	FEDERAL ID#
PRINT NAME	DATE
Minority Status	
Not Minority Owned African American Male Caucasian Female African American Female African American Female Aleut Eskimo East Indian Native American Asian Other (Please Explain)	