RIVERBANKS ZOO & GARDEN

Procurement Services
400 Rivermont Drive, Columbia, SC 29210
Phone: 803-602-0831 Fax: 803-771-8722

INVITATION FOR BIDS- WASTE COLLECTION SERVICES

BID NUMBER: **B2020-004** DATE: **02/11/2020**

OPENING DATE AND TIME: **February 25, 2020**

OPENING LOCATION: Riverbanks Zoo & Garden
Procurement Services
400 Rivermont Drive
Columbia, SC 29210

MAILING ADDRESS: Riverbanks Zoo & Garden
Attn: Raymond Brindle
400 Rivermont Drive
Columbia, SC 29210

PROCUREMENT FOR: **Waste Collection Services (Term Contract)**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline will be immediately disqualified. The District assumes no responsibility for delivery of bids which are mailed. Oral, telephonic, electronic or telegraphic bids are invalid and will not receive consideration.

IT IS REQUIRED THAT THE BID NUMBER BE SHOWN ON THE OUTSIDE OF ENVELOPE.

DIRECT ALL INQUIRES TO: Raymond Brindle, Procurement Manager, 803-602-0831,
rbrindle@riverbanks.org

KEY EVENTS / DATES

1.	Advertisement / Posting Date	February 11, 2020
2.	Mandatory Site Visit	February 14, 2020 10:00 AM (EST.)
3.	Deadline for Questions	February 18, 2020 5:00 PM (EST.)
4.	Submittals Due	February 25, 2020 2:00 PM (EST.)
5.	Start Date:	April 1, 2020

NOTICE TO BIDDERS: **There will be a Mandatory Site Visit on February 14, 2020 10:00 AM (EST.) at Riverbanks Zoo & Garden, 400 Rivermont Drive, Columbia, SC 29210. Please meet at the front desk.** Due to the importance of all bidders having a clear understanding of the scope and requirements for this project, *attendance at this meeting will be a prerequisite for bidding.* Therefore, bids will be considered only from those bidders who are represented at this site visit. Attendance will be evidenced by the representative's signature on the attendance roster. Any changes that may be agreed upon as a result of this conference will be noted in an amendment to the bid invitation and emailed to all attendees. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. 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 bid or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager. Richland-Lexington Riverbanks Park

District DBA Riverbanks Zoo & Garden (hereinafter known as "the District") shall not be legally bound by any amendment or interpretation that is not in writing.
If downloading this solicitation from our website or alternate internet location, it is the responsibility of the bidder to email rbrindle@riverbanks.org to be registered as a potential bidder and to receive any subsequent amendments. Deadline for questions is February 18, 2020 5:00 PM (EST.) All questions must be submitted in writing.

"NO BID" RESPONSE FORM

To submit a *"No Bid"* response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced.

Note: Please show the solicitation number on the outside of the envelope.

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:

_____

_____

_____ _____
Company Name (as registered with the IRS) **Authorized Signature**

_____ _____
Correspondence Address **Printed Name**

_____ _____
City, State, Zip **Title**

_____
E-mail Address (Please Print)

_____ _____ / _____
Date **Telephone** **Fax**

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.

2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received by the Procurement Office at or before the time indicated in the bid document.

3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.

4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. The District assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.

5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination in this regard.

6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

7. This solicitation does not commit the District to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.

8. CORRECTION OF ERRORS ON THE BID FORM: All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

9. BIDDERS SCHEDULE: Enter the manufacturer, brand, and model/catalog number, as applicable, and your bid price in the space provided on the bidder's schedule. Additional pages may be attached, when applicable, for alternates, etc.

10. NOTIFICATION: Intent to Award and/or Statement of Award will be posted on the Riverbanks Zoo & Garden website at http://www.riverbanks.org/procurement

11. RIGHT TO PROTEST: (does not apply to procurements $1-$50,000) Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendments thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the Procurement Manager within ten (10) calendar days of the notification of Intent to Award or Statement of Award.

12. PROTEST PROCEDURE: A protest shall be in writing, submitted to the Procurement Manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

13. QUESTIONS REGARDING SPECIFICATIONS AND/OR THE BIDDING PROCESS:
    - To ensure fair consideration for all bidders the District prohibits any type of communications to or with any department, employee, or District official during the solicitation process, except as provided on page one of the solicitation. This includes any communications initiated by a bidder to any District Official or employee evaluating or considering the bidder, prior to the time an award decision has been made public. **Failure to comply shall be grounds for disqualification**

of the offending bidder from consideration for award of the bid and/or any future solicitations.

- Any communications between the bidder and the District shall be initiated by the Procurement Office or the appropriate District representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the bid. **Failure to comply shall be grounds for disqualification of the offending bidder from consideration for award of the bid and/or any future solicitations.**

- It will be the sole responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any amendments have been issued in order to obtain all such documentation, and to return the executed documentation with their bid. All amendments will be posted on the Riverbanks Zoo & Garden website at: http://www.riverbanks.org/procurement

GENERAL PROVISIONS

1. The District reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the District.

2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.

3. PROHIBITION OF GRATUITIES: Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."

4. BIDDERS QUALIFICATIONS: Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:

   4.1 Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner.
   4.2 An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
   4.3 An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
   4.4 A record of amicable relations with labor.
   4.5 An adequate supply of applicable equipment in good operating condition to fulfill the contract.

5. LICENSES, PERMITS, INSURANCE, & TAXES: All costs for required licenses, permits, insurances and taxes shall be borne by the Contractor.

6. INSURANCE:

6.1 The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

SCHEDULE	**LIMIT**
WORKERS COMPENSATION	Statutory
As required by the State of South Carolina.	
COMPREHENSIVE GENERAL LIABILITY	
Premises Operations	$1,000,000 Single Limit
Contractual Liability	

Independent Contractors
Personal Injury
Products - Completed Operations
AUTOMOBILE LIABILITY
All Owned, Non-Owned, and Hired $ 100,000 Combined

6.2 The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the District. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the District. The District, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; 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 the District, its officials, employees or volunteers. To accomplish this objective, the District shall be named as an additional insured under the Contractor's insurance as outlined above.

6.3 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

6.4 Contractors insurance coverage shall be primary insurance as respects the District, it officials, employees and volunteers. Any insurance or self-insurance maintained the District 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 an other basis.

6.5 Each insurance required by the District 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 by certified mail, return receipt requested, has been given to Riverbanks Zoo & Garden Procurement Office.

6.6 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

6.7 All certificates and endorsements must be received and approved by the District within ten (10) days after notification of award.

6.8 The District, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the District may possess".

7. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. 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 bid or to the contract.

8. AWARD CRITERIA: The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made

to one or a multiple of contractors; whichever is in the best interest of the District, or unless otherwise stated on bidders' schedule.

If two or more bidders are tied in price while otherwise meeting all of the required conditions, awards are determined in the following order of priority:

8.1 If there is a South Carolina firm tied with an out-of-state firm, the award must be made automatically to the South Carolina firm.

8.2 Tie bids involving South Carolina produced or manufactured products, when known, and items produced or manufactured out of the State must be resolved in favor of the South Carolina commodity.

8.3 Tie bids involving a business certified by the South Carolina Office of Small and Minority Business Assistance as a Minority Business Enterprise must be resolved in favor of the Minority Business Enterprise.

8.4 Tie bids involving South Carolina firms must be resolved in favor of the South Carolina firm located closest to the District.

8.5 In all other situations in which bids are tied, the award must be made to the tied bidder offering the quickest delivery time, or if the tied bidders have offered the same delivery time, the tie must be resolved by the flip of a coin witnessed by the Procurement Manager. All responding vendors must be invited to attend.

9. WAIVER: The District reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the District.

10. COMPETITION: This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested contractor to notify the Procurement Services Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

11. REJECTION: The District reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the District.

GENERAL CONDITIONS

1. DEFAULT: In case of default by the contractor, the District 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 bids will be considered, or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.

2. NON-APPROPRIATION: Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

3. INDEMNIFICATION: The contractor agrees to indemnify and save harmless the District and all District officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the District or failure of the District to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.

4. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Procurement Manager. Copies of all correspondence concerning this contract shall be sent

to, 400 Rivermont Drive, Columbia, SC 29210. All change orders must be authorized in writing by the Procurement Manager. The District shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.

5. PUBLICITY RELEASES: Contractor agrees not to refer to award of this 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. The contractor shall not have the right to include the Districts name in its published list of customers without prior approval. With regard to news releases, only the name of the project and duration of contract may be used and then only with prior approval of the District. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the Riverbanks Zoo & Garden Staff unless it is a direct quote from the Public Relations Officer.

6. QUALITY OF PRODUCT: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.

7. S.C. LAW CLAUSE: Upon award of a contract under this bid, 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 bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself 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.

8. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent/Acknowledgement of the Procurement Manager.

9. 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.

10. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 90 days, or until evaluation of bids is complete and award is made unless mutual consent of parties is established to extend due to unforeseen circumstances. Thereafter, the contract prices shall remain effective for the term of the contract.

11. 8% S.C. SALES TAX: The District shall add 8% sales tax to all orders; however lump sum bids shall include sales tax in bid price unless otherwise noted. **By submission of a signed proposal, you are certifying, under penalties of perjury that you comply with the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the District your compliance**.

    Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.

12. PAYMENT TERMS: Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. Application for payment shall reflect services completed through the last day of the month. **There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.**

13. BID REQUIREMENTS: Bid requirements on the equipment/goods/services specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. The District will determine if minor deviations from these features are acceptable.

14. DEVIATIONS FROM SPECIFICATIONS: 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 responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

15. CONTRACT: This bid, contract and submitted documents, when properly accepted by the District along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and the District. No different or additional terms will become a part of this contract with the exception of a Change Order.

16. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.

17. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager. The District shall not be legally bound by any Amendment or interpretation that is not in writing.

18. BID EVALUATION: Bids received will be evaluated by the Procurement Manager. However, based on bid total, final decision for bid award may rest with the Richland-Lexington Riverbanks Park Commission.

Factors to be considered during the evaluation process include, but are not limited to:
18.1 - Cost.
18.2 - Reputation and dependability of the contractor
18.3 – Past performance

19. ARBITRATION: Under no circumstances and with no exception will the District act as arbitrator between the Contractor.

20. SHIPPING: All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claim for loss or damage shall be between the contractor and the carrier.

21. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner, based on price, quality, service, availability, standardization and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor should submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.

22. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the District's specifications (or approved deviations), must submit their proposal as an alternate bid. **This must be properly marked on both the sealed envelope and the Bidder's Schedule and submitted**

separately from any other bid. Failure to comply shall be grounds for being deemed non-responsive.

23. DRUG-FREE WORKPLACE: By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.

24. ILLEGAL IMMIGRATION & PUBLIC CONTRACTS: In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act."

25. NO CONTACT POLICY: After the date and time established for receipt of proposals by the District, any contact initiated by any offeror with any District representative, other than the Purchasing Department representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

26. TERMINATION: Subject to the provisions below, the contract may be terminated for any reason by the District providing a 30 day advance notice in writing is given to the contractor.

26.1 Termination for Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.

26.2 Termination for Convenience: The District, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the District.

26.3 Termination requirement does not apply if contract is to terminate at the end of an established contract term.

26.4 Termination for Nonappropriations: If the District fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the District. Any termination for non-appropriations shall not prohibit the District from obtaining services from another source or in another manner, which is in the best interest of the District.

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SCOPE OF WORK

INTENT:

Riverbanks Zoo and Garden is seeking bids for a term contract for Waste Collection Services. The district proposes to award a three (3)-year contract with an option to renew for two (2) one (1) year options. This bid shall cover the furnishings of all labor, material, equipment, mechanical workmanship, transportation and services which are required for Waste Collection Services.

The Scope of Work includes front-end loader waste collection services for twelve (12) vendor supplied containers at seven (7) locations on the property. Containers include:

- two (2) 6 cubic yard
- nine (9), 8 cubic yard sizes waste containers and
- one (1) 8-yard front load cardboard container

All containers are easy to access on paved roads but will require security to allow access into gates. This contract will also include pricing and service for:

- one (1) 40 cubic yard construction waste container and
- two (2) 20-yard co-mingled recycling containers on an on-call basis

The bid is for the collection of accumulated, non-compacted trash.

REQUIREMENTS:

The company agrees to provide the following services, at minimum:

- Trash, as referred to in the proposal shall mean non-compacted trash and garbage that results from activities at District locations.

- One weekend pickup between Saturday night or Sunday morning between 9:00 p.m. and 8:00 a.m. (EST).

- Placement of containers

- The district reserves the right to designate the location of trash containers and is subject to change.

- Regular Schedule Service- Trash pick-up service that is scheduled on a recurring basis. A total of ten containers must be picked-up between the hours of 9:00 pm and 8:00 am on Monday, Wednesday, Friday and Saturday. Service provider shall be off property by park opening at 9:00 am. The district reserves the right to modify any regular scheduled service by providing the awarded vendor a minimum of one (1) week written notice.

- On-Call Service- Trash pick-up service which is not scheduled but occurs only when requested by the District. Vendors are required to indicate on the Bidders' Schedule the minimum amount of notice required for an on-call request.

- Holiday Provisions- Service is required year-round and includes all Federal, State, Local and Religious holidays. Two exceptions are Thanksgiving and Christmas. Riverbanks Zoo is closed on these two days and service is not required. Service on the following day will be required (i.e., if Christmas falls on a Wednesday, waste pickup that week will fall on Monday, Thursday, Friday and Saturday.)

- Trash Pick-Up Routes- The awarded vendor will have easy access to all containers on paved roads. District and Vender will establish best routes for routine service.

Locations:	**Number of Containers**
#1: Parking lot, East Side	1, 8-yd trash
#2: Tuskers Restaurant	2, 8 yd trash
#3: Safari Camp	4, 8 yd trash and 1, 8 yd cardboard
#4: Back of Elephant Barn *	2, 6 yd manure
#5: West Columbia Seminole Dr.	2, 8 yd trash
#6: Gate 7	1, 40 yd construction, 1, 20 yd recycling
#7: 500 Rivermont Dr.	1, 20 yd recycling

* Two containers at Location #4 are compost materials only and shall be handled appropriately

BASE PAYMENT TO CONTRACTOR

Compensation for Waste Collection Services shall be based on the number of times each site is swept. Contractor shall submit invoices on a monthly basis.

2. SPECIAL PROVISIONS FOR WASTE COLLECTION SERVICES

Contractor shall use and furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance of the Waste Collection Services work set forth herein.

The log shall be submitted to the District upon request. At the discretion of the District, specific containers or frequencies may be deleted or added to the contract. Contract prices will be changed to reflect the change to the Scope of Work. At all times, contractor will bill monthly for actual containers emptied at the per container rate.

HOURS OF OPERATION:

Riverbanks Zoo and Garden is open Monday through Sunday from 9:00 am to 5:00 pm and closed on Thanksgiving and Christmas Days.

WASTE COLLECTION COMPLAINTS:

Contractor shall, in person or by his agent, investigate any complaints which may concern or involve the performance of this Agreement. Contractor shall report to the District on the day following receipt of the complaint as to the action or procedure taken to cure the situation.

DISPOSAL OF WASTE:

Contractor shall dispose of all refuse collected by the District. The Contractor will ensure proper handling and disposal of materials removed from the containers to prevent discharges of pollutants to surface waters or groundwater.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENT:

Contractor shall comply with current and future requirements of the City of Columbia, City of West Columbia and State of South Carolina's NPDES permits (if any) as it may be amended from time to time.

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Procurement Services
400 Rivermont Drive, Columbia, SC 29210
Phone: 803-602-0831 Fax: 803-771-8722

BIDDERS SCHEDULE

BID NUMBER: B2020-004 **DATE: 02/11/2020**

OPENING DATE AND TIME: February 25, 2020 2:00 PM (EST)

OPENING LOCATION: Riverbanks Zoo & Garden
Procurement Services
400 Rivermont Drive
Columbia, SC 29210

PROCUREMENT: Waste Collection Services. Under a term contract provide all materials, equipment, and labor for Waste Collection Services in accordance with the specifications, conditions, and provisions as applicable to this solicitation. All prices are to include all applicable transportation, recycle and disposal costs. **Submit one (1) hard copy and one (1) digital copy.**

Delivery Requirements: None

ITEM NUMBER	QTY U/I	DESCRIPTION MFG/MDL/STK #	TOTAL MONTHLY PRICE
#1: Parking lot, East Side		**1, 8-yd trash 4x per week**	
#2: Tuskers Restaurant		**2, 8 yd trash 4x per week**	
#3: Safari Camp		**4, 8 yd trash 4x per week** **1, 8 yd cardboard 4x per week**	
#4: Back of Rhino Barn		**2, 6 yd manure 4x per week**	
#5: West Columbia Seminole Dr.		**2, 8 yd trash 4x per week**	
			ON CALL PRICE
#6: Gate 7		**1, 40 yd construction** **1, 20 yd recycling**	
#7: 500 Rivermont Dr.		**1, 20 yd recycling**	

COMPANY: _____ AUTHORIZED SIGNATURE: _____

The attached Certificate of Familiarity must be returned with bid.

SOLICITATION NUMBER: B2020-004 **DATE: February 11, 2020**

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 District, which I verify to be true and correct to the best of my knowledge. 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 or equipment, 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. I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Date	Telephone Number Fax Number
Remittance Address	E-mail Address (PLEASE PRINT)
City, State, Zip	
Telephone Number	Toll-Free Number if available
Federal Tax ID Number	SC Sales and Use Tax Number

Richland-Lexington Riverbanks Park District

B2020-004
Waste Collection Services -Term Contract

LIST OF REFERENCES

Please list four (4) references that your company has recently or currently provided similar products and/or services for.

_____ Company Name	_____ Company Name
_____ Representative	_____ Representative
_____ Address	_____ Address
_____ City, State, Zip Code	_____ City, State, Zip Code
_____ Telephone # / Fax #	_____ Telephone # / Fax #
_____ E-Mail Address	_____ E-Mail Address
_____ Company Name	_____ Company Name
_____ Representative	_____ Representative
_____ Address	_____ Address
_____ City, State, Zip Code	_____ City, State, Zip Code
_____ Telephone # / Fax #	_____ Telephone # / Fax #
_____ E-Mail Address	_____ E-Mail Address

COMPANY: _____
AUTHORIZED SIGNATURE: _____

RIVERBANKS ZOO & GARDEN

Procurement Services
400 Rivermont Drive, Columbia, SC 29210
Phone: 803-602-0831 Fax: 803-771-8722

SAMPLE CONTRACT

Date

Name
Address

Re: **Bid No.**

Dear (Name),

Enclosed is a signed original contract for the above referenced project. Upon review and approval, please have a copy of the contract signed on behalf of your company and return one fully executed copy of the contract along with certificate of insurance to my office.

For all billing questions, your Accounts Payable contact will be Tammy Jenkins at (803) 779-8717. Invoices may be emailed to finance@riverbanks.org

We look forward to working with you on this project. Please let me know if you should you have any questions or concerns regarding this contract.

Sincerely,

Raymond T Brindle
Procurement Manager

CONTRACT FOR
STATE OF SOUTH CAROLINA)
RICHLAND-LEXINGTON RIVERBANKS PARK DISTRICT)

THIS AGREEMENT is entered into by and between the **Richland-Lexington Riverbanks Park District, 500 Wildlife Parkway, Columbia, SC 29210** (hereinafter referred as District) and **Company, Address** (hereinafter referred to as Company)

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by **Bid Number**, which is incorporated herein and made a part hereof, for the **Contract Name**.

2. **Term of Contract**. The term of this contract shall commence on **(Date)** and shall continue for a period of one (1) year. The District shall have the right, but not the obligation, to renew this contract for four (4) additional one year periods under the same terms and conditions. This contract may be extended upon District's written notice not less than thirty (30) days prior to the expiration of the initial term or any extension hereof.

3. **Compensation**. The District agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms**. Payment will be made within thirty (30) days after acceptance of completed order/project.

5. **Insurance**. Company shall provide insurance as set forth in the BID.

6. **Modification / Change Orders**. Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the District and Company, and executed with the same formality as this contract.

7. **Termination**. This contract may be terminated pursuant to the BID.

8. **Warranty**. Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the BID.

9. **Indemnification**. Company shall provide indemnification as set forth in the BID.

10. **Breach / Waiver**. No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability**. If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contact shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties

with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to District leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (I) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the District have signed and executed this contract this _____ day of _____, 2015

WITNESSES:

_____

COMPANY NAME

BY: _____

TITLE: _____

RICHLAND-LEXINGTON RIVERBANKS PARK DISTRICT

_____
Raymond Brindle
Procurement Manager

BY: _____
Kevin Eubanks
Director of Guest Services

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