



**REQUEST FOR BID
RC-019-B-0910
C AND D LANDFILL WASTE DISPOSAL SERVICES**

Read all parts of the solicitation package thoroughly.

Follow all instructions exactly as written.

Return all paperwork requested.

Sign all documents as required.

Submit your complete package on or before the date required, before the time requested.

All submittals must be in English.

All cost and prices given must be in United States of America's currency.

** Upon receipt of this document electronically, the receiving party shall promptly issue an acknowledgement in writing on company/firm letterhead to the Director of Procurement address same as Section A, page #4, block # 6. Acknowledgements can be faxed to (803) 576-2135. The County will not be responsible for addendum's not received. Submittals will not be accepted without receipt of acknowledgement.*

When received electronically this document shall be deemed to be signed on this page and when printed and maintained as a whole and in the normal course, shall be deemed to constitute an original document for all legal purposes, and shall not be contestable as to the validity or enforceability.

Richland County shall not be liable for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Director of Procurement must be notified immediately for issuance of hard copy.

Failure to comply with the above could result in being declared non-responsive and may cause your Submittals to not be considered.

All Questions Must be Addressed to the Person Listed in Block 3 of Section "A" Prior to Completing and Submitting Submittals

Contracting Officer or Authorized Representative: Rodolfo A. Callwood, CPPO, CPPB	Signature: 	Date: May 20, 2010
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1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Submittal
Cover Page	COVER PAGE	1	No
Table of Contents	TABLE OF CONTENTS	1	No
Section - A	SOLICITATION, OFFER & AWARD	1	Yes
Section - B	GENERAL CONDITIONS	19	No
Section -C	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	Yes
	DRUG FREE WORKPLACE	1	Yes
	NO RESPONSE FORM <i>(Return Only If Not Participating)</i>	1	Yes
Section - D	BID SCHEDULE	2	Yes
Section - E	GENERAL INFORMATION	1	No
Section - F	SPECIAL CONDITIONS	2	No
Section - G	REQUIREMENTS (provide responses)	6	Yes
Section - H	MINORITY PARTICIPATION	1	Yes
Section - I	ADVERTISEMENT	1	No
	*** The above sections with clauses will be incorporated with any agreement executed between the County and the awarded landfill)		

2. Acknowledgment of Amendments

Vendor acknowledges receipt of the following amendment(s) to the solicitation (give number and date of each)

Amendments #	Date	Amendments #	Date

SECTION - A

SOLICITATION OFFER & AWARD

SOLICITATIONS, OFFERS AND AWARDS (SUPPLIES, GOODS, EQUIPMENT, VEHICLES, CONSTRUCTION AND SERVICES)					
*****SOLICITATION INFORMATION*****					
1. SOLICITATION: # RC-B-019-B-0910 2. ISSUE DATE: 3. CONTACT INFORMATION SHOWN BELOW Procurement Agent : RODOLFO CALLWOOD Fax (803) 576-2135 E-mail: Solicitations@rcgov.us			9. Brief Description: REQUEST FOR BID RC-019-B-0910 C and D Landfill Waste Disposal Services		
5. SUBMIT SOLICITATIONS TO: RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT 2020 HAMPTON STREET, THIRD FLOOR, SUITE 3064 COLUMBIA, SOUTH CAROLINA 29204-1002			6. Pre-Solicitations Conference: NONE		
6a. Submission Deadline: Day: FRIDAY Date: May 28, 2010 Time: 2:00 Local Time					
7. Submit Sealed Solicitations: One (1) original					
8. Firm Offer Period: one hundred and eighty (180) calendar days					
9. This solicitation consists of Section "A" through Section " " to include all addendum's					
OFFEROR BUSINESS CLASSIFICATION (TO BE COMPLETED BY OFFEROR)					
10. Check Appropriate Boxes		☐ Partnership ☐ Individual ☐ Corporation ☐ Sole Partnership ☐ Trading under Trade Name			
☐ African-American Female	(AAF)	☐ Hispanic Female	(HF)	☐ White Female	(WF)
☐ African-American Male	(AAM)	☐ Hispanic Male	(HM)	☐ Other:	
☐ Asian Female	(AF)	☐ Native American Female	(NAF)		
☐ Asian Male	(AM)	☐ Native American Male	(NAM)		
11. Please indicate firm delivery date in calendar days: 12. Please indicate method of shipment and delivery: 13. All deliveries must be FOB Destination and Payment Terms will be a minimum of Net 30					
. OFFER: In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in Block "8" above, to furnish any or all requested in this solicitation as specified within the firm delivery date.					
15. Name and address of Entity (Type or print): e-mail: Telephone #: Fax #: Federal Identification #:			16. Name & Title of Agent Authorized to sign the Solicitations. (Type or Print): 17. Signature of Agent & Date 18. Subscribed and sworn to me This day of My commission expires: (Title) SEAL (Must be notarized by a Notary Public)		
AWARD (TO BE COMPLETED BY RICHLAND COUNTY GOVERNMENT)					
19. Approval Date:		20. Award:		21. Contract #:	
22. Contracting Officer: <i>Rodolfo A. Callwood, CPPO, CPPB</i>		23. Signature:		24. Award Date:	

SECTION - B

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. ACCIDENTS:

The Offeror shall hold the County harmless from any and all damages and claims that may arise by reasons of negligence on the part of the Offeror, his agents, or employees in the performance of this contract. In case of any action brought therefore against the County or any of its agents or employees, the Offeror shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the County reserves the right to defend such motion and charge all cost thereof to the Offeror. The Offeror shall take all precautions necessary to protect the public against injury

2. ADVICE:

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

3. AFFIRMATIVE ACTION:

The Offeror shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap

4. AMBIGUOUS OFFERS:

Offers that are uncertain as to terms, delivery, compliance requirement, and/or specifications, may be rejected or otherwise disregarded.

5. AMENDMENTS:

All amendments to and interpretations of this agreement shall be in writing. Any amendments or interpretations that are not in writing shall not legally bind the County and or its agents. It is the Offeror's responsibility to acknowledge receipt of amendments either by signing and returning one (1) copy of the amendment or by letter.

6. ANTI-COMPETITIVE PRACTICE:

Offerors that developed or drafted specifications, requirements, statement of work, Request for Bids, or Request for Bidss from this agreement shall be prohibited from participation in this proposed procurement.

7. ANTI-KICKBACK PROCEDURES

a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to any prime Offeror, general Offeror employee, Subcontractor, or Subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person," as used in this clause, means a corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the County for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"General Offeror" as used in this clause, means a person who has entered into a contract with the County.

"General Offeror employee," as used in this clause, means any officer, partner, employee, or agent of a prime Offeror.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a general Offeror or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the general Offeror, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Offeror or a higher tier Subcontractor.

b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from.

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a general Offeror to the County or in the contract price charged by a Subcontractor to a general Offeror or higher tier Subcontractor.

c) (1) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Offeror has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Offeror shall promptly report in writing the possible violation. Such reports shall be made to the Contracting Officer and the County Attorney.

(3) The Offeror shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the County under the prime contract and/or

(ii) direct that the general Offeror withhold from sums owed a Subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the County unless the County has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the general Offeror shall notify the Contracting Officer and the County Attorney when the monies are withheld.

(5) The Offeror agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

8. ASSIGNMENT OF CONTRACT:

No contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement. The solicitation, specifications, scope of work, Bids and negotiated results between the County and Offeror shall constitute the entire contract.

9. AUDIT AND RECORDS

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate

the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The Bids for the modification;
- (2) The discussions conducted on the Bids(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) *Availability*. The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- (2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(d) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts.

10.CHANGES

All changes and claims for extra cost shall be in writing. The parties have right to make changes by written change order, with contract price and the time for completion being adjusted accordingly; and with the mutual acceptance by both parties

11.COMPENSATION:

COUNTY agrees to pay Offeror as compensation for Work and service provided fees in the amount agreed on, payable in installments for work confirmed as accepted and meeting the standard of quality to which agreed no later than thirty days after receipt of invoice by the County.

12.COMPLETE DOCUMENTS:

Plans, Specifications, General Conditions, Special Conditions, Requirements and all Supplementary Documents, will be essential parts of agreed on Contract and requirements occurring in one are as binding as though occurring in all.

13.CONTRACT ADMINISTRATION:

The Contracting Officer shall have the authority to act on the behalf of the County to make binding decisions with respect to this agreement. Questions or problems arising after award of this contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204.

14.COVENANTS AGAINST CONTINGENT FEES:

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.DEFAULT

In case of default, the County reserves the right to purchase any or all items in open market, charging Offeror with any excessive costs. Should such charges be assessed, no subsequent Bidss of the defaulting Offeror shall be considered until the assessed charge has been satisfied.

16.DEFINITIONS:

- a) Richland County Government hereinafter will be referred to as "County" or "Owner."
- b) "Contracting Officer" shall be the person occupying the position of the Director of Procurement.
- c) "Offeror" shall be the firm submitting a Bids or bid for the pending acquisition.
- d) All references to days in this solicitation mean calendar days.
- e) All references to "shall", "must", and "will" are to be interpreted as mandatory language.
- f) Request for Bids, proposal and Qualifications are purchasing methods selected for pending acquisition and will be referred to as "RFP", "RFB" or "RFQ".

17.DISCUSSIONS:

Offeror shall not attempt to negotiate with the using department or other parties, and shall not discuss any aspects of the procurement without prior written approval of the Director of Procurement.

18.DISPUTE RESOLUTION

The parties agree utilize the "escalation clause" by elevating the dispute upward in the County and utilizing the requirements established by the Richland County Code of Ordinances.

19.DOCUMENTATION AND PROJECT COMPLETION:

Upon completion of the project, Offeror shall furnish, at no extra charge all closeout documentation as it relates to the project and the agreement, including:

- Signed project completion notice approved, in writing, by County's Contracting Officer and Contracting Officer's Representative;
- Warranties and/or guarantees,
- Final affidavit or release and waiver of all liens from Subcontractors
- Consent of Surety for final payment
- Minority Reports
- Project-related training materials and/or training plan;
- Any licensing;
- Contracted or plan for tech support, when appropriate;
- Statement of project final completion and acceptance
- All required deliverables

The County, Contracting Officer and the Contracting Officer's Representative will recognize each project as complete only upon written confirmation. County will assess project completeness using contemporary best (practical) professional practices and evaluation criteria.

20.DRUG FREE WORKPLACE ACT

The Offeror and the County agrees to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, and shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Offeror is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this agreement.

21.EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin; and to take affirmative action to

employ and treat employees without regard to such factors. Offeror will provide information and submit reports on employment as County requests.

22.FORCE MAJEURE

The Offeror shall not be liable for any excess costs if the failure to perform the contract arises out of cause beyond the control and without the fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Offeror and Subcontractor and without fault or negligence of neither of them. The Offeror shall not be liable for any excess costs for failure to perform, unless supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Offeror to meet the required delivery schedule.

23.FURNISHED DATA

All data and materials, negatives, photographs, engineering data, maps, plans, specifications, drawings, or other County furnished property shall remain the exclusive property of County. Offeror agrees by executing this agreement that such County property will be used for no purpose other than for work for County under this agreement. Offeror shall sign and deliver a written itemized receipt for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, all such property shall be returned to the County.

24.GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by agreement between Offeror and the County shall be decided by a court of competent jurisdiction of the County of Richland in the State of South Carolina, in accordance with the laws of South Carolina

25.GRATUITIES

County prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonable be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Offeror or its employees shall not, under circumstances which might reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of County.

26.GUARANTEE

The Offeror shall guarantee all workmanship and materials utilized in and for this contract being furnished for a period of not less than the contract term after the final inspection and acceptance of the deliverables. When defects of faulty material is

discovered during the guaranteed period, the Offeror shall, immediately, upon notification by the County, proceed at own expense, to repair or replace the same, together with any damage to all the finished deliverables that may have been damaged as a result of omission and/or workmanship.

27. IMPROPER INFLUENCE

The Contracting officer is the person occupying the position of the Director of Procurement. He is the only authorized "Agent" of the County, and he is responsible for all contractual affairs of the contract to include service delivery. The Contracting Officer shall appoint, in writing, a technical representative to help him monitor performance. This individual shall be a county employee and hereinafter referred to as the Contracting Officer Representative (COR). The Offeror must use this chain of communications at all times on all aspects of this contractual relationship.

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Contracting Officer is hereby prohibited. Violation of this provision may result in suspension or debarment. Aggrieved Offerors are encouraged to use the County policy on any matter related to this contract.

28. INDEMNIFICATION

Offeror shall indemnify, defend and hold harmless the County, its employees, and directors, each from and against all loss, damage, claims, and actions, and all expenses incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by the Offeror or anyone acting under its direction or control or in its behalf in the course of its performance under this agreement, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Offeror or a Subcontractor or an agent of the Offeror or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole negligence or willful misconduct. Upon request of the County, Offeror shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Offeror shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

29. INSURANCE

Offeror shall be accountable for any damages resulting from his/her activities. Offeror shall pay for all such damage. Prior to commencing work hereunder, Offeror, at their own expense, shall obtain and maintain, throughout the duration of this agreement, all such insurance as required by the State of South Carolina Statute, and minimally the below listed coverage's. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina, Richland County, and any City in Richland County where any of the work is performed and must have a Best Rating of A-, VII or higher. The form and limits of such insurance, together with the underwriter

thereof in each case, shall be acceptable to the County, but regardless of such acceptance, it shall be the responsibility of Offeror to maintain adequate insurance coverage at all times. Failure of Offeror to maintain insurance coverage shall not relieve Offeror of their contractual obligation or responsibility hereunder. The information described herein sets forth minimum coverages and limits and is not to be construed in anyway as a limitation of liability on Offeror.

Offeror shall obtain and maintain such Public Liability and Property Damage insurance as shall protect Offeror, their Subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this agreement, whether such operations be by Offeror, or its Subcontractors, or by any one directly or indirectly employed by them. The County shall be named as a **Certificate Holder**.

The Offeror must "flow-down" these provisions to its Subcontractors or insure its Subcontractors under its own policies. The Offeror shall furnish County with certified copies of certificates of insurance. County shall have the right to approve the carriers.

The Offeror's contractual liability insurance need not cover bodily injury or property damage resulting from the sole negligence of the County.

Workers Compensation Insurance including Statutory Workers' Compensation Amounts as required under South Carolina law for Benefits, and Employer's Liability. The Policy shall include an "all states" endorsement.

Comprehensive Automobile Liability Insurance to protect Offeror against claims for damages from:

*Bodily injury, including wrongful death; and

*Property damage, which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him/her in any capacity in connection with fulfillment of obligations under this contract. Minimum acceptable limits shall be: As required by the state of South Carolina to properly provide insurance for Bodily Injury in the amounts required per person and per occurrence; and Property Damage with Combined Single Limit.

Coverage shall include: Premises and Operations, Products and Completed Operations Broad Form Property Damage Endorsement, Blanket Contract Liability and Protective Liability protecting Contractor against claims arising out of operations by its subcontractors.

-The County's Protective Liability insurance which shall protect the County against any and all claims and liabilities for injury or death of persons, or damage to property caused in whole or in part by the negligent acts of CONTRACTOR, his agents, employees, or subcontractors, in connection with or resulting from the operations performed under the terms of this agreement.

The Certificate holder shall be *Richland County Government, South Carolina, Attn: Procurement and Contracting, Suite 3064, Columbia, South Carolina 29204-1002*. The Certificate should state:

(1) "This insurance is primary to other insurance or self-insurance, whether such other coverage is stated as primary, excess, contingent or otherwise." Insurance shall provide that it may not be canceled or changed without thirty - (30) calendar days' written notice to County.

30 days cancellation, non-renewal, material change or coverage reduction notice is required. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability or any kind upon the company its agents or representatives" should be eliminated from the Notice of Cancellation provision on standard ACORD certificates

The Certificate should state, "The insurance evidenced hereon applies to work performed by or on behalf of **Name of the Bidder or Contractor**. ("the Offeror") for Richland County South Carolina.

Commercial General Liability Insurance:

Landfill shall provide a liability policy written under Commercial General Liability Form GC 00 01 with limits of a minimum of one million (\$1,000,000.00) per occurrence on a location basis for each coverage and two million (\$2,000,000.00) annual aggregate. The required basic coverage are for bodily injury and property damage and for personal injury. The policy shall also include:

1. contractual liability for this location or blanket contractual liability
2. a waiver of subrogation against the county, its officials, employees, leased and temporary employees and volunteers
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent
4. the county, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured
5. severability of interest
6. an electronic liability endorsement (CG 04 37 or similar as approved by the county.
7. Pollution Legal Liability insurance with limits not less than \$4,000,000 per loss/\$4,000,000 annual aggregate for:
 - a) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

b) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed:

c) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

d) For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other hazardous substances, irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

e) Any deductibles or self-insurance retentions must be declared to and approved by the county. At the option of the county, either: a) the insurer shall reduce to a maximum or eliminate such deductibles or self-insurance retentions as respect county, its officials and/or employees, or b) the landfill shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability.

A.1. Certificate of Liability Coverage:

The certificate of liability coverage shall provide evidence of the following:

1 {the certificate of liability coverage shall verify compliance with the preceding requirements under "INSURANCE" and in addition it shall state bodily injury and property damage are covered and state the retroactive date for claims-made coverage. If the retroactive date has been advanced it must supply satisfactory evidence of an extended reporting period for the prior policy;

The certificate for any umbrella or excess policy shall indicate if the underlying requirements are met. Any liability certificate shall also evidence compliance with the requirements in Cancellation.

B. Business Auto Coverage:

Landfill shall provide the county with a business auto policy written on Business Auto Policy Coverage Form CA 00 01 that has limits required by SC law per occurrence. The business liability coverage should be "Any Auto" (ISO Symbol 1). Physical damage coverage is at the option of the landfill. The policy shall also include:

1 {contractual liability;

2 {a waiver of subrogation against the county, its officials, employees, leased and temporary employees and volunteers;

B.1. Certificate of Business Auto Coverage:

B.2 Workers Compensation and Employers Liability Insurance:

A workers compensation policy that specifies South Carolina coverage (“Other States” only is unacceptable), and an employer’s liability policy with limits of per accident/per disease. It shall waive subrogation against the county, its officials, employees, temporary and leased workers and volunteers.

1. Certificate of Workers Compensation and Employers Liability Insurance:

The certificate shall indicate South Carolina coverage and the limits of the employer’s liability coverage. It shall affirm the policy contains a waiver of subrogation against the county, its officials, employees, temporary and leased workers and volunteers. It shall provide evidence of compliance with the requirements in cancellation.

2. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

The insurer and landfill shall provide the county thirty (30) calendar days notice in writing of any cancellation, non-renewal or reduction in coverage or any other material change in the policy.

Words indicating failure to provide notice or imposition of no liability are unacceptable.

Each certificate must state the insurance evidence thereon applies to work performed by or on behalf of the landfill.

C. Certificate Recipient:

All original certificates of insurance shall be sent to:

Richland County Government
Procurement and Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204-1002

D. Other Required Terms:

The county shall have the right to approve the insurance carrier. The landfill will immediately supply any documentation required by the county. If the landfill fails to maintain the required insurance, the COUNTY may terminate the contract.

E. Safety:

Landfill and anyone acting on its behalf must comply with DHEC and OSHA’S standards of safety as the minimum standard. Landfill will cooperate fully and require any subcontractors and sub-subcontractors to cooperate fully on safety.

Landfill **Must** provide the county their Insurance certificate with minimum of the following required information:

- *Landfill Policy Declaration;*
- *Policy Holders Information;*
- *coverages applying to the project;*
- *Liability Schedule;*

30.LICENSES, PERMITS AND CERTIFICATES

The Offeror at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this agreement.

31.NON-APPROPRIATIONS

Any contract entered into by the County shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

32.NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

- notice may be by means other than those listed, other than oral;
- parties must acknowledge the receipt of any notice delivered in person;
- Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and
- either party may change its address by written notice within ten calendar days to the other.

County:

*Richland County Government
Solid Waste Department
Columbia SC 29223
Attn: Paul F. Alcantar, Director*

With a carbon copy to:

REQUEST FOR BIDS RC-019-B-0910 C and D Landfill Waste Disposal Services

*Richland County Government
Office of Procurement
2020 Hampton Street, Suite 3064
Columbia, SC 29204-1002
Attn: Rodolfo A. Callwood, Director*

33.OTHER WORK

The County shall have the right to perform or have performed similar or such other work, as it may desire while Offeror is performing work. The Offeror shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

34.OWNERSHIP

Except for the county's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Landfill shall not sell, give loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this agreement, without the written consent of the Contracting Officer. Any external requests to procure these data or materials must be forwarded to the County.

35.PAYMENT

Offeror will invoice County each month for total amounts by tonnage received from approved, authorized, registered haulers working for the county and vehicles identified on a listing by the county as being able to dispose of C & D at landfill. Under provisions of the Prompt Payment Act payment terms of "Net 30 days" the County will make every attempt to satisfy the payment request within thirty- (30) calendar days as of receipt of invoice by the Contracting Officer (CO) or the Contracting Officer Representative (COR) for work confirmed as accepted and meeting the standard of quality to which agreed. The county may pay interest to landfill at a rate equal to **one percent** on sums, which the county fails to remit to the landfill any undisputed portions within thirty - (30) days from date of receipt of a valid and correct invoice on any unpaid amount for each month or fraction thereof, that such payment is delinquent due no fault of landfill. Invoices shall be submitted monthly for the amount of work carried out and approved as accepted in that period. Invoices submitted for payment for services provided under this contract, shall contain as a minimum:

- Name of landfill;

- Contract number;
- Period or timeframe;
- Complete description of services;
- Price by tonnage;
- Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent.
- Invoice must be received by the county at least four weeks prior to desired payment date.
- with the submission of any application for payment, landfill must submit a schedule indicating vehicles and tonnage per vehicle with proper identification of each vehicle;
- Each month (or at such regular intervals as the parties may decide), County shall pay Offeror 90 percent of the value of the work
- Balance shall be paid upon completion of all work and County's final acceptance of all work.
- Payment does not constitute acceptance of defective or nonconforming work or work with errors or omissions or otherwise relieve Offeror of any obligation under the contract.
- The County may disputes the value and quality of the work in question
- The County shall have the right to withhold payments from the Offeror due to actual or prospective loss due to defective or nonconforming work;
- damage or cost for which Offeror is liable;
- amounts representing Offeror's inability to complete the work or breach of any terms or conditions of the contract,

Invoices submitted monthly for the amount of work carried out and approved as accepted in that period shall be sent to:

*Richland County Government
Solid Waste Department
400 Powell Road
Columbia, SC 29223
Attn: Paul F. Alcantar*

36. PERMITS, LAWS, AND REGULATIONS

The Offeror will comply with "all applicable laws and regulations" and agrees to at a minimum comply with:

- The Fair Labor Standards Act;
- Statutes regarding qualification to do business;
- Statutes prohibiting employment discrimination;
- OSHA (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- EPA regulations;
- Governmental price regulations/orders (as required by law, Offeror will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project.
- The landfill shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law (unless County elects to procure and pay for same), and shall deliver all proof of compliance to County upon the county's final acceptance of the work.
- Landfill shall report to county any aspect of noncompliance of specifications, drawings, and other contract documents with the law.
- If landfill cannot procure necessary permits, county may cancel the contract without liability or may procure the permits and deduct the cost thereof from the contract price (only at the discretion of the Director of Procurement/Contracting Officer).

37.PRIME CONTRACTOR, ASSIGNMENT AND SUBCONTRACTING

The Offeror shall be the "Prime Contractor", and the agreement shall be the primary agreement. All other agreements between the County and Offeror shall be subordinate to the primary agreement in the event of conflict between the primary agreement and any other agreements unless, otherwise specifically stated herein, or by mutually executed Amendment hereto. The County shall consider the Offeror to be sole point of contact with regard to all contractual matters of this project.

Offeror hereto without the express written consent of the Contracting Officer shall not assign obligation under this agreement to another party.

If any part of the work covered by the agreement is to be subcontracted, the Offeror shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the County for approval prior to execution of the contract. The approved Offeror-Subcontractor contractual agreement, excluding financial

information, shall be provided to the County. Approval by the County of such subcontract shall not in any way relieve Offeror of any of their obligations, responsibilities, or liabilities, under this agreement, regardless of the nature and conditions of such Subcontractor services and actions on Offeror's behalf.

38. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 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. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

39. PROJECT ORGANIZATION

It is expected that Offeror will be dealing with various members of the County's Staff during the course of this agreement. To establish a clear line of communications, a Contracting Officer Representative (COR), acting as Project Manager, shall be appointed to oversee and coordinate all aspects of the work. The COR shall be the focal point of contact with the Offeror.

40. PROPRIETARY INFORMATION:

Offeror(s) shall visibly mark as "Confidential" each part of their Bidss which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this may be brought against the County or its agent for its determination in this regard.

41. PUBLICITY RELEASES:

Offeror agrees not to refer to award of this contract in commercial advertising in such manner as to state to imply that the products or services provided are endorsed or preferred by the County.

42. QUALIFICATIONS:

Landfill must be regularly established in the business called for, and who by executing this agreement certifies that they are financially capable and responsible; is reliable and

has the ability and experience, to include, the facility and personnel directly employed or supervised by them to complete this contract. Landfill certifies that they are able to render prompt and satisfactory service in the volume called for under this contract.

County may make such investigation, as he deems necessary to determine the ability of the Landfill to perform the work. The landfill shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the landfill proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if anytime throughout the term of this agreement the evidence submitted by, or investigation of, the landfill fails to meet all requirements as stipulated or satisfy the County that the landfill is properly qualified to carry out the obligations of the contract and to complete the work agreed on therein.

43.QUALITY OF PRODUCT:

Landfill shall render the services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the time the services are to be performed. Landfill standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

44.REJECTION

(a) Any Submittal that fails to conform to the essential requirements of the Request for Multi-Step Bid (RFMSB) shall be rejected.

(b) Any Submittal that does not conform to the applicable *requirements and specifications* shall be rejected unless the RFMSB authorized the submission of alternate Submittals and the Submittal offered as alternates meet the requirements specified in the invitation.

(c) Any Submittal that fails to conform to the delivery schedule or permissible alternates stated in the RFMSB shall be rejected.

(d) A Submittal shall be rejected when the Bidder imposes conditions that would modify requirements of the invitation or limit the Bidder's liability to the County, since to allow the Bidder to impose such conditions would be prejudicial to other Bidder's. For example, Submittals shall be rejected in which the Bidder-

- 1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;
- 2) Fails to state a price and indicates that price shall be "price in effect at time of delivery;"
- 3) States a price but qualifies it as being subject to "price in effect at time of delivery;"

4) Requires that the County is to determine that the Bidder's product meets applicable County requirements and specifications or limits rights of the County under any contract clause.

A Bidder may be requested to delete objectionable conditions from a Submittal provided the conditions do not go to the substance, as distinguished from the form of the Submittal, or work an injustice on other Bidder's. A condition goes to the substance of a Submittal where it affects price, quantity, quality, or delivery of the items offered.

Any Submittal may be rejected if the Contracting Officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the Submittal, but the prices for individual line items as well.

Any Submittal may be rejected if the prices for any line items or sub-line items are materially unbalanced.

Submittals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the Submittal opening date shall be rejected unless a compelling reason determination is made.

The Contracting Officer must reject Submittals received from concerns determined to be non-responsible.

When a Submittal guarantee is required and a Bidder fails to furnish the guarantee in accordance with the requirements of the Submittals, the Submittal shall be rejected.

The originals of all rejected Submittals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the acquisition.

After submitting a Submittal, if all of a Bidder's assets or those parts related to the Submittal are transferred during the period between the Submittal opening and the award, the transferee may not be able to take over the Submittal. Accordingly, the Contracting Officer shall reject the Submittal unless merger, operation of law effects the transfer or other means not barred by law.

45.RESPONSIBILITY

The landfill certifies that it has fully acquainted itself with conditions relating to the scope, and restrictions attending the execution of the work under the conditions of this agreement. The failure or omission of the landfill to acquaint itself with existing conditions shall in no way relieve the landfill of any obligation with respect to the offer and any subsequent agreement.

46.SEVERABILITY:

If any term of provision of any contract resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the

remained of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

47.SOUTH CAROLINA LAW CLAUSE:

The Offeror must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact, that applicable statutes may be authorized and/or licensed to do business in this state, by signing this agreement, the Offeror 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 of taxes, licenses or fees levied by the State/County.

48.STATEMENT OF COMPLIANCES AND ASSURANCES

Offeror(s) to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the Bids submitted, complies with all applicable federal and state laws/regulations and County ordinances.

a. Offeror(s) shall be required to provide with each bid, a written assurance of noncollusion and understanding and acceptance of any and all provisions stated in this contract.

b. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Offerors and be part of each solicitation.

49.SUBCONTRACTS:

Offeror shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Offeror proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor(s), with the proposed scope of work, which its Subcontractor is to undertake. The County shall have the right to reject any

Subcontractor which it considers unable or unsuitable to satisfactorily perform; Offeror shall not enter into any cost reimbursable contracts with any proposed Subcontractor without County's prior written authorization.

Notwithstanding any consent by the County to a proposed subcontract, Offeror shall remain responsible for all subcontracted work and services. Offeror agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Offeror.

Neither this provision, this contract, the County's authorization of Offeror's agreement with Subcontractor, County's inspection of a Subcontractor's facilities, equipment or work, or any other action taken by the County

in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Offeror shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the County before commencement of any work by a Subcontractor. Offeror's violation of this provision shall be grounds for the County's termination of this contract for default, without notice or opportunity for cure.

In addition, Offeror indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

50. TAXPAYER IDENTIFICATION

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Other _____.

(f) *Common parent.*

- o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- o Name and TIN of common parent:
 Name _____
 TIN _____

51.TERMINATION:

County shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) days written or telegraphic notice. Upon receipt of any termination notice, Offeror shall immediately discontinue services on the date and to the extent specified in the notice. Offeror shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by County to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Offeror prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Project Release.

County may also cancel or terminate for default this Agreement in whole or in part by thirty (30) days written, electronic or telegraphic notice to Offeror:

if Offeror shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by Offeror; or

if Offeror becomes involved in some legal proceedings that in the opinion of County interfere with the diligent, efficient performance and satisfactory completion of the services; or

if Offeror fails to make delivery of the supplies or to perform the services within the time specified or any County-authorized extension thereof.

52.WAIVER

The County reserves the right to waive any provisions of the General or Special Conditions, or specification deviations.

53. WITHDRAWAL OF BIDS

Any Bidder may withdraw his Bid prior to the closing time schedules for the receipt of Bids.

SECTION - C

*STATEMENT OF ASSURANCE, COMPLIANCE &
NONCOLLUSION*

DRUG FREE WORKPLACE

NO RESPONSE FORM

Richland County, South Carolina

Statement of Assurance, Compliance and Noncollusion

State of _____)

County of _____)

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

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Fax:

e-mail:

Subscribed and sworn to me this _____ day of _____, 20____.

(Title) My commission expires:

NOTARY SEAL

Drug Free Workplace Act Statement

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47, as set forth in item 41 of the general conditions of this solicitation.

Name of Company: _____

Agent of Company: _____

Signature of Agent: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20____.

_____ My commission expires:
(Title)

NOTARY SEAL

No Bid Response

If a “No Qualification” is to be submitted, please check the appropriate box(es) below and return this form, prior to the Qualification due date, to:

Richland County Office of Procurement
2020 Hampton St, Suite 3064
Columbia, SC 29204

Cannot respond to this solicitation due to the following reason:

- ☐ Do not sell or provide the requested goods or services
 - ☐ Cannot comply with specifications/statement of work
 - ☐ Specifications/statement of work is unclear
 - ☐ Cannot meet delivery or period of performance
 - ☐ Delivery/period of performance is unreasonable
 - ☐ Cannot meet the bond requirements
 - ☐ Not enough time to prepare Qualification
 - ☐ Plan to subcontract
 - ☐ Job is too large
 - ☐ Job is too small
 - ☐ Other(please specify) _____
- _____
- _____

Company: _____

Phone/Fax: _____

Company Rep.: _____

Signature: _____

Section – D

BID SCHEDULE

SCHEDULE A

Item # (a)	DESCRIPTION (b)	Page of	Pages UNIT PRICE PER TON
1	C & D WASTE DISPOSAL PER TON PER YEAR		
		TWO YEARS	\$
		THREE YEARS	\$
		FOUR YEARS	\$
		FIVE YEARS	\$
Provide pricing for award of two, three, four or five years exclusive contract if awarded.			

The Offeror shall furnish items identified under description in accordance with Special Conditions/Provisions, specifications and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document the awarded prices shall hold firm for a period indicated on this schedule

Name of Agent:
(print or type)

Title:

Date:

Signature of Agent:

Telephone #:

Fax #:

Federal Identification Number:

E-mail address:

Subscribed and sworn to me; This day of 2010

My commission expires: _____ (Title)

SEAL

(Must be notarized by a Notary Public)

SCHEDULE B

Item # (a)	DESCRIPTION (b)	Page of	Pages UNIT PRICE PER TON
1	C & D WASTE DISPOSAL PER TON PER YEAR		
		FIRST YEAR	\$
		SECOND YEAR	\$
		THIRD YEAR	\$
		FOURTH YEAR	\$
		FIFTH YEAR	\$
Provide price per year for each year individually not to exceed the fifth year (This pricing schedule will be for a non-exclusive contract if accepted by the county)			

The Offeror shall furnish items identified under description in accordance with Special Conditions/Provisions, specifications and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document the awarded prices shall hold firm for a period indicated on this schedule

Name of Agent:
(print or type)

Title:

Date:

Signature of Agent:

Telephone #:

Fax #:

Federal Identification Number:

E-mail address:

Subscribed and sworn to me; This day of 2010

My commission expires: _____ (Title)

SEAL

(Must be notarized by a Notary Public)

Section - E

General Information

GENERAL INFORMATION

REQUEST FOR BIDS RC-019-B-0910 C and D Landfill Waste Disposal Services

About Richland County

The County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 334,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8th national among urban libraries serving a population of 250,000 – 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10th largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

Section – F

Special Conditions

SPECIAL CONDITIONS

1. False Statements in Submittal of Bids

Proposers must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Richland County solicitations, purchasing and award of contracts for a period as prescribe by the Director of Procurement. Richland County does not waive its rights to seek further actions.

2. Submission of Offers in the English Language

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

3. Submission of Offers in U.S. Currency

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

4. Bids shall be publicly received and shall be recorded at the time and place indicated by Section A, item # 5 and 6a and the Advertisement of this solicitation.
5. Bids shall be made in the official name of the firm or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the Bids. In addition, the Federal Identification Number (FEIN) or in its absence, the Social Security Number of the individual issuing the invoices must be included.
6. In the event that a Bids is unintentionally opened prior to the official time set for the opening, the employee opening such a Bids shall immediately sign the envelope, state his position/title and deliver it to the Director of Procurement.
7. All prices and quotations shall be entered in ink or type written, and shall remain firm for not less than one hundred eighty(180) calendar days from the last date of receipt of Bids. If a final award is not in place by the end of the 180 calendar days, all prices will be considered effective until both parties has executed an agreement
8. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the Bids.
9. The County shall not accept responsibility for unidentified Bids.
10. The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the bidder.
11. In case of non-appropriation of funds, the County may terminate the contract in whole or in part without further obligation to the bidder.

12. It is the intent and purpose of the county that this solicitation permits competition. It shall be the bidder's responsibility to advise the Director of Procurement in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Office of Procurement at least five calendar (5) days prior to Bids receipt date. A review of such notification shall be made.
13. Every effort has been made to ensure that all information needed is included in this document. If the bidder finds that they cannot complete their response without additional information, they may submit written questions to the Office of Procurement at least ten calendar (10) days prior to Bids receipt date. No further questions will be accepted after this date.
14. When applicable, South Carolina Sales Tax shall be shown as a separate entry on offeror's total summation. When required, exemption certificates shall be furnished on forms provided by the Proposer.
15. Bid prices are required in:
 - a) "Schedule A" ;and
 - b) "Schedule B"

SECTION – G

REQUIREMENTS

SCOPE OF SERVICE

REQUEST FOR BIDS RC-019-B-0910 C and D Landfill Waste Disposal Services

GENERAL

The county is seeking bids from qualified Construction and Demolition (C & D) Solid Waste Landfill on a per ton unit. The County has the need to dispose of approximately 35,000 to 40,000 tons per year of C and D Waste from various Richland County franchise haulers, on a regular basis. The types of waste to be dispose of are as follows:

1. Land Clearing Debris

Tree Stumps	Top Soil
Root Mats	Logs
Vegetation	Rock
Brush and Limbs	Earthen Material (Clays, Sands, Gravel, and Silts)

2. Construction and Demolition Debris

Bricks and Blocks	Lumber	Pipes	Structural Steel
Hardened Concrete	Hardened Cement	Glass Wire (Optical Fiber)	Glass
Plaster and Plasterboard	Shingles and Roofing Materials	Insulation Material	Wall Coverings
Floor, Wall and Ceiling Tile	Floor Coverings	Structural Fabrics	Treated Lumber
Mirrors	Cured Material used for Shower Stalls Roofing, etc)	Poly Fiberglass (Highly Polished,	Nonfriable Asbestos-Containing Material
Hardened /Cured Asphalt	Lead Base Painted Materials	Other items physically to the structure (Signs, Mailboxes, Awnings, etc)	

3. Nonfriable asbestos materials and asbestos materials must be disposed of in accordance with local, state and federal regulations.

4. Provide procedures for hauling and disposing of waste materials.

5. Lower Richland Drop-off Center will be closed in observance of the following holidays:

January	New Years Day
January	Martin Luther King Day
February	Presidents' Day
April	Easter Sunday
May	Mothers' Day
May	Memorial Day
June	Father's Day
July	Independence Day

September	Labor Day
November	Veteran's Day
November	Thanksgiving Day
December	Christmas Day

6. Richland County Landfill will be closed in observance of the following Franchise Haulers Holidays:

January	New Years Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

Note: The awarded landfill facility shall be open on the following Saturday when the holiday falls during a week day.

7. All containers and vehicles shall be visibly marked to enable dispatchers to easily identify the containers and vehicles prior to your accepting, logging and charging to the County.

8. Licenses and Permit;

- (i) *The landfill shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work.*
- (ii) *The landfill must be permitted by DHEC;*
- (iii) *The landfill must have Richland County's (if in the unincorporated areas of the County) and South Carolina licenses;*

9. Acceptable and Unacceptable Waste Disposal

The landfill must provide with its bid the following:

- (iv) *Provide with its bid a letter detailing what its able to accept for disposal at the landfill and must provide a list of any material allowed for disposal by its permits, license; by county, state, and/or federal laws and regulations;*
- (v) *Provide with its bid a letter detailing what it's unable to accept for disposal at the landfill and must provide a list of any material not allowed and are excluded from disposal by its permits, license; by county, state, and/or federal laws and regulations;*
- (vi) *Address remediation of toxic, infectious, pathological, explosives, highly flammables radioactive materials or any material considered has reasonably dangerous;*
- (vii) *Provide a list of materials that may be classified as hazardous and in violation of county, state and federal law;*

- (viii) *Provide a list of materials that may present a potential hazard and health risk the haulers, their vehicles, the facility and or the environment;*

10. *Inspections*

The landfill must provide their inspections requirement for disposal at their site as per standard operating procedures, regulations and laws.

11. *Disaster Support Plan*

The landfill must provide a Disaster Support Plan for providing C and D Waste Disposal Service in the event of a natural disaster and/or periods of emergency as declared by Richland County and the State of South Carolina. The landfill must provide in the plan how it will assist the county in locating a suitable alternative disposal facility and location.

12. *Regulations*

C and D Landfill Waste Disposal Services must be performed in accordance with local, state, and federal regulations

13. *Landfill's Responsibilities*

- a) The Landfill shall maintain a telephone or answering service, which is operational during normal working hours, 8:00 A.M., to 5:00 P.M.
- b) The Landfill shall be fully responsible for the work and conduct of their employees. The Landfill shall obtain, at own expense, all insurance, permits and licenses required by law or ordinance and maintain same in full force for the term of the contract.
- c) The Contracting Officer's Representative shall record and maintain a file for each complaint received. The file shall contain identification of complainant, the address, the nature of the complaint, and action taken. Upon receipt of a complaint, the Contracting Officer's Representative shall immediately notify the Landfill; and if such complaint is found to be justified, the Landfill shall report back within twenty-four (24) hours of the corrective action taken.
- d) The landfill shall comply with all Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection laws, Clean Air and Water act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

e) Landfill shall comply with the Department of Health and Environmental Control regulation title 44 – health, chapter 96, South Carolina solid waste policy and management act article 1, Solid Waste policy, specific wastes; section 44-96-10 short title.

The chapter is known and may be cited as the "South Carolina Solid Waste Policy and Management Act of 1991".

f) The Landfill shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide C & D Disposal and storage in Richland County, South Carolina, in compliance with the specifications of this contract and all applicable laws, regulations, codes and other publications cited herein.

g) Landfill will insure C & D is properly covered;

h) Access to, from and in the landfill must be navigable, free of debris and any other materials that may obstruct, cost damage and delays;

i) Waiting timeframe for haulers contracted with Richland County for disposal of C & D must not exceed twenty-five (25) minutes;

j) The landfill must have a calibrated scale and a Scale Master solely dedicated to C & D waste collection;

k) Audit and inspections of deliveries and tonnage invoiced to include; periodic unannounced checks of the scales and haulers may be conducted during deliveries;

l) Quality Control: Landfill shall provide quality control measures adequate to ensure that personnel safety, equipment safety, production control to maintain scheduled work, data requirements and other required tasks are accomplished in compliance with the specifications, publications, regulations and codes contained in this contract. A Quality Control plan shall be submitted with the landfill's bid and changes must be reported to the county. Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level including a comprehensive breakdown of the types and frequencies of inspections to be conducted, methods for correcting deficiencies, and methods for precluding recurrence of defective work when discovered.

m) Records: Landfill shall maintain records of all Quality Control and safety inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the Contracting Officer for review, upon request.

n) Safety Requirements: Landfill shall maintain a safe and healthy work place. Landfill shall comply with all pertinent provisions of General Safety Requirements, prepared by DHEC and Federal, together with related additions, modifications or new editions in effect or issued during the course of this contract. Landfill shall maintain an accurate record of and shall report to the Contracting Officer Representative and Police, by telephone and in writing immediately of occurrence, all accidents resulting in death,

traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incident to work performed under this contract.

o) Vehicle Identification: All vehicles used in performance of this contract by the haulers disposing of C & D for the county shall have the name of the hauler identified on the vehicle. The County's Solid Waste Department will provide a list of all vehicles authorized to dispose of C & D at the landfill;

p) Gasoline and Oil Spill Control: The Landfill shall immediately report gasoline and oil spills attributed to the county's haulers to the Contracting Officer Representative;

q) Contingency Plan: The Landfill is subject to the provisions of the South Carolina Spill Contingency Plan. The Landfill shall furnish a site specific Contingency Plan to the Contracting Officer Representative with the bid. This plan shall outline the Landfill's efforts to prevent and control spills and outline response procedures should a spill occur during the contract period;

r) Landfill shall maintain all equipment in a workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this contract shall not be used;

s) The landfill shall provide communication equipment as necessary to perform the services of this contract. This includes two-way radios or other paging systems for communication with employees, and telephone answering service, if Landfill chooses (recording devices are prohibited). Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards;

t) All offers extended to Richland County will be extended to other municipalities in the County;

u) To provide tonnage report for all types of materials accepted, on a monthly basis.

12. Regulations and assurances

The Landfill shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the storage and disposal of solid waste.

The performance of the Landfill vitally affects the health and welfare of the citizens of the County and the provisions of the laws and regulations of the county, state, and federal are to be strictly adhered to by the Landfill. Failure to comply with the terms of the contract by the Landfill because of major disaster, epidemic, or other great emergency within the County shall not constitute a breach of contract.

13. Landfill's Qualifications.

A landfill must have and demonstrate to the satisfaction of the County that the landfill has certain minimum qualifications to carry out the landfill's obligations under the

Contract, to include, at a minimum, a demonstration of the landfill's ability, experience, expertise, assets, financial strength, and a record of providing satisfactory services on similar projects to other governmental entities, that Landfill is and intends to continue to be "an Equal Opportunity Employer", has a good reputation in public relations concerning its services, a history of compliance with its other contractual obligations, and a good history of compliance with applicable laws, ordinances and governmental regulations, especially those dealing with environmental issues. At a minimum, the information must be furnished to the County along with any other required documents. The County reserves the right to make a final determination of a landfill's ability to provide in a dependable and quality fashion the services required by the Contract.

SECTION - H

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

1. MINORITY PARTICIPATION:

Richland County established a fifteen percent (15%) minority participation goal for each contractual agreement. Vendors shall be required to submit a quarterly report to the Contracting Officer not later than the fifth day of each month. Example: April 5, July 5, October 5, and January 5. The report shall contain the name of individual or firm; status (minority or woman-owned); and the dollar amount awarded. If Vendor's are unable to meet the prescribed goals, evidence of a good faith effort shall be submitted to the Contracting Officer for his determination.

2. MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES (MBE/WBE):

a) The Vendor represents as part of its that it (Mark one with an "X"):

☐ Yes ☐ No

A minority-owned business enterprise (MBE); an "MBE" is defined as "a small business concern which is at least 51 percent owned by one or more minority individuals, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority individuals and whose management and daily business operations are controlled by one or more of the minority individuals who own it." For purpose of this definition, minority individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, and Native Americans.

b) The Vendor represents as part of its offer that it (Mark one with an "X"):

☐ Yes ☐ No

A woman-owned business enterprise (WBE); a "WBE" is defined as "a small business concern which is at least 51 percent owned by women, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by women and whose management and daily business operations are controlled by one or more of the women who own it."

3. TYPE OF BUSINESS:

a) The Vendor represents as part of its offer that it operates as (Make one with an "X"):

☐ An individual ☐ A partnership ☐ A sole proprietorship ☐ A corporation

☐ Another entity_____

b) If incorporated, under the laws of the State of:_____

Section - I

ADVERTISEMENT

(CORRECTED)

REQUEST FOR BID

RC-019-B-0910
C AND D LANDFILL WASTE DISPOSAL SERVICES

Richland County Government is soliciting C and D Waste Disposal Services from qualified contractors.

The Office of Procurement, located at 2020 Hampton Street, Suite 3064, Third (3rd) Floor, Columbia SC 29204, shall accept sealed bids clearly marked "**RC-019-B-0910, C and D Landfill Waste Disposal Services**" until 2:00 P.M. local time on Friday, May 28, 2010. Bids shall not be accepted after the above date and time. Bid information may be obtained by visiting our website at:

<http://www.richlandonline.com/departments/procurement/index.asp>

The County reserves the right to accept or reject any and all responses, to waive technicalities and informalities, to negotiate further with the vendor of its choice, and to request additional information, and to make an award deemed to be most advantageous to the County and in its own best interest. All submittals shall become property of the County and is subject to the Freedom of Information Act (FOIA) regulations

Rodolfo A. Callwood, CPPO, CPPB
Director