



ORANGEBURG-CALHOUN TECHNICAL COLLEGE
3250 ST. MATTHEWS RD.
ORANGEBURG, SC 29118

REQUEST FOR WRITTEN QUOTATION

RFQ #: OC-1-2223

Issue Date: January 5, 2023

Buyer: Scarlet Geddings

Phone: 803-535-1243

Open Date: January 17, 2023 @ 2:00 p.m.

Public opening not held for quotes.

Orangeburg-Calhoun Technical College is soliciting quotes for Refuse Collection Services as specified.

To include:

- 2 - 8 cubic yard containers - to be dumped 3 times per week
- 1 - 30 cubic yard container for rubble collection to be picked up as needed within 48 hours of notification.
- 1- 4 cubic yard container to be dumped once a week.
- Additional 8 cubic yard containers as needed.

This contract will begin on February 1, 2023, and will be awarded on the initial basis of a one-year term, renewable for three consecutive years if in agreement with Orangeburg-Calhoun Technical College and the awarded vendor.

Successful vendor will be required to submit copies of any applicable licenses, a W-9 form and a Certificate of Liability Insurance.

All quotes must be returned by January 17, 2023 @ 2:00 p.m.
to:

Scarlet Geddings
Purchasing Officer
Orangeburg-Calhoun Technical College
3250 St. Matthews Road
Orangeburg, SC 29118
803-535-1243 phone
803-535-1388 fax
geddingss@octech.edu

SPECIFICATIONS ORANGEBURG-CALHOUN TECHNICAL COLLEGE REFUSE COLLECTION AND DISPOSAL SERVICE

This specification covers refuse and trash collection and disposal services. The work required includes the furnishing of all labor, transportation, equipment and materials necessary to provide the required level of services.

Containers to be used on campus:

2 - 8 cubic yard containers – to be dumped 3 times per week (Tues – Wed – Fri by 1:00 p.m.)

1 – 4 cubic yard container – to be dumped 1 time per week (Friday by 1:00 p.m.)

1 – 30 cubic yard container for rubble collection of miscellaneous refuse that is too big to be place in 8 yd. containers and can be picked up, as needed, within 48 hours of notification.

Additional 8 cubic yard containers as needed.

Description of Refuse

Refuse for collection describe in this specification shall include paper, rags, bottles, metal, boxes, cloth, cans, cartons, crates, pallets and worn out articles of equipment and furniture, etc.

Refuse Collection

The contractor will be responsible for the removal and disposal of the contents from each container. Each container shall be emptied, returned to its original position and lid replaced. Garbage and refuse spilled by collectors shall be swept up and removed during the current pickup.

Disposal

All refuse and trash shall be removed and disposed of away from the agency. Disposal shall be accomplished in accordance with rules and regulations of the South Carolina Department of Health and Environmental Control and other governing agencies, and in accordance with the laws of the State of South Carolina.

Equipment

Containers shall have leak proof bodies of a type specifically designed for this service. Equipment shall be properly maintained so that doors latch, covers, etc., function in the proper manner. Packers, when required, shall be properly installed on a concrete pad and shall be kept in good operational condition. The packer-serviced units are to be equipped with a panic-proof control panel; i.e. any control button pushed during the advancing stroke of the ram will reverse or stop the ram. The hopper and the containers are to be leak proof (except 30yd size). All electrical wiring servicing the hopper is to be enclosed in conduit. All equipment shall comply with all applicable codes.

Cleaning and Disinfection of Containers

All containers used in providing service in accordance with this specification shall be periodically cleaned and sprayed (at least once per month) with an insecticide to maintain

them in a sanitary condition and to eliminate breeding of vermin, insects, objectionable odors and unsightly outward appearance. Special attention in cleaning shall be given to seams and rolled edges of containers and covers. The cleaning and disinfection of containers will be subject to approval of the South Carolina Department of the Health and Environmental Control and the using agency. Exterior of containers shall be painted and the painted surfaces kept up so that presentable appearance is maintained.

If it becomes necessary, the contractor will be required to take a container(s) off-site to be cleaned and disinfected. The contractor will then either provide a replacement container equal to the container removed or provide a suitable container temporarily while the permanent container is being cleaned and disinfected.

Proof of Sufficient Equipment

The bidder, prior to the execution of the contract, will be required to show proof that he has sufficient equipment and personnel to provide services required with necessary backup equipment to cover break down of scheduled maintenance activities.

Permits and Responsibilities

The contractor shall, without additional expense to the state, be responsible for obtaining any necessary license and permits, and for complying with any applicable Federal, State and local laws, codes and regulations in connection with the prosecution of the work. Contractor shall be similarly responsible for all damages to persons or property that occurs as a result of his/her fault or negligence.

Insurance

The contractor shall provide and maintain during the entire period of performance under this contract the following minimum insurance:

| | |
|------------------------------------|--|
| Comprehensive General Liability | \$1,000,000 per occurrence for bodily injury. |
| Comprehensive Automobile Liability | \$1,000,000 per accident for bodily injury and property damage |
| Workman's Compensation | Coverage for all individuals engaged in any work under this contract, and meeting requirements of SC. Laws regarding same. |

Prior to commencement of work hereunder, the successful bidder will furnish to the state a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the state in such insurance shall not be affective for such period as may be prescribed by the laws of the State of South Carolina.

Performance

Submission of a bid shall be accepted as prima-facie evidence that bidders have examined the specifications and has satisfied themselves as to the nature and location of the service and all other matters which may in any way affect the service or cost thereof under this proposed contract. Any failure of the bidders to acquaint themselves with all available information, including physical survey of the site of the proposed work, will not relieve them from performing all the services required to be done for a complete finished job.

Adjustment of Services

Orangeburg-Calhoun Technical College reserves the right to adjust the size, number of containers, frequency of pick-ups or number of locations as may be deemed necessary during the contract period. The unit cost per container shall be utilized to obtain the change in contract price resulting in adjustments in service.

Variation in Pick-Up

Should a pick-up be missed by the contractor, for whatever reason, a credit in accordance with the bid price shall be applied to the monthly invoice. Additional pickups at the agencies request will also be at the specified bid price. Should a compactor, when used, be broken and out of service, a proportional credit shall be applied to the monthly unit rental charges. The contractor will be required to forward to the agency on a monthly basis, receipts and/or tabulations sufficient to enable the agency to determine the yardage/tonnage of refuse being removed from each of the compactor units or a per dump basis.

Strike or Work Stoppage

Orangeburg-Calhoun Technical College reserves the right to engage temporary collection and disposal service from any available source in the event the contractor is not able to provide the services called for in this specification for any reason whatever, including strikes, work stoppage for breakdown in equipment, and charge contractor with cost for the temporary service.

Warranty

The contractor warrants to Orangeburg-Calhoun Technical College that all work performed as a result of this bid and specifications will be performed in a professional manner consistent with industry practice.

Acceptance

The service provided will be subject to inspection by the agency. All work not in accordance with the specifications will be corrected within 24 hours after notification of deficiency.

Delivery and Payment

Payment for services rendered shall be made monthly based upon valid and approved invoices submitted to the agency. All invoices shall be itemized indicating the number and cost of each container location.

Terms of Contract

This will be a multi-term contract to extend from February 1, 2023, thru January 31, 2027. Contract will be awarded on the initial basis of a one-year term, renewable for three consecutive years if in agreement with Orangeburg-Calhoun Technical College and the awarded vendor. This contract will not exceed \$50,000. If cost exceeds the limit for the entire four-year period, the contract time will be adjusted to meet SC Procurement procedural requirements.

A unit price shall be given for each supply and service. These prices must be the same throughout the extent of the contract. Offerors must submit prices for the entire four-year period of performance.

Award will be determined by the lowest quote for the entire four-year period.

This contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; however, this does not affect either the state's rights or the contractor's rights under any termination clause in the contract (listed below). The procurement officer must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to

the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

QUOTE SCHEDULE
RFQ # OC-1-2223
Deadline: January 17, 2023 @ 2:00 p.m.

| Item # | Description | Cost Per Haul | Cost Per Tonnage | Cost Per Month |
|--------|--|---------------|------------------|----------------|
| 1. | Rental of (2) two 8 cubic yard containers (located at bldg. 'J' & 'N'.) | | | |
| 2. | Pick-Up Fee of (2) two 8 cubic yard containers (3) three times per week (Tues - Wed - Fri) | | | |
| 3. | Disposal Fee of (2) two 8 cubic yard containers (3) three times per week | | | |
| 4. | Rental of (1) 4 cubic yard container. (located at bldg. 'T') | | | |
| 5. | Pick-Up Fee of (1) 4 cubic yard container (1) time per week (Friday by 1:00 p.m.) | | | |
| 6. | Disposal Fee of (1) one 4 cubic yard containers (1) one time per week | | | |
| 7. | Rental of (1) one 30 cubic yard container | | | |
| 8. | Pick-Up of 30 cubic yard container as needed. | | | |
| 9. | Disposal Fee of (1) one 30 cubic yard container as needed. | | | |
| | Any cost for additions or deletions of 8 cu. Yd. containers. (Rental or Pick-up charges) | | | |
| | * Multi-term contract to be awarded for an initial one-year term renewable for up to three additional years. | | | |

ORANGEBURG-CALHOUN TECHNICAL COLLEGE
QUOTE INSTRUCTIONS

Quote cost of Refuse Collection as specified.

Quotes are requested on the products listed.

Award will be made to one bidder for entire quantity.

Deliveries shall be made to:
Orangeburg-Calhoun Technical College
Attn: Shipping and Receiving
3250 St. Matthews Rd.
Orangeburg, SC 29118.

**Unit price to be shown for each item.

Do not add any taxes to this Request for Quotation.

NO Public Opening: No public opening will be held for requests for quotations.

Manufacturer's standard warranty will be required in writing at the time of delivery of product.

Offerer's quoting other than specified must include the catalog number and manufacturer's name of the item offered and attach manufacturer's latest catalog and/or specifications sheets with their return bid.

The successful bidder must furnish and deliver required equipment and or products with operational instructions to be given.

Delivery : Delivery and invoicing must be completed in a timely manner.

The right is reserved to reject any quotation in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

Quotations other than by manufacturer, must be submitted by factory authorized dealers only.

ORANGEBURG-CALHOUN TECHNICAL COLLEGE WILL ACCEPT FAXED QUOTATIONS. Faxes must be sent to the attention of Scarlet Geddings at 803-535-1388.

Quotes must be received in the Purchasing Department on or before the date stated. Please reference title and quote number on return envelope.

If a statement of award is desired, enclose a stamped, self-addressed envelope.

GENERAL PROVISIONS

1. Orangeburg-Calhoun Technical College reserves the right to reject any and all quotes in whole or in part, to waive all technicalities and to cancel the solicitation.
2. Unit Prices: Unit prices will govern over extended prices unless otherwise stated in notice.
3. Offeror's Qualifications: Offerors must, upon request of the College furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The College reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
4. Offeror's Responsibility: Each offeror 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 an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to the quote or to the contract.
5. Award Criteria: The contract shall be awarded to the lowest responsible and responsive bidder(s) whose quote meets the requirements and criteria set forth in the Request For Quote.
6. 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 thereof. Deviations must be explained in detail on separate attached sheet(s).
7. DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the procurement officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]
8. BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
9. OMIT TAXES FROM PRICE: Do not include any sales or use taxes in Your price that the State may be required to pay.
10. PROTEST: Right to protest under Section 11-35-4210(1) of the SC Consolidated Code does not apply. RE: Small Purchases (less than \$50,000 in actual or potential value) Section 11-35-1550(3).

SPECIAL PROVISIONS AND CONDITIONS

The State of South Carolina, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Vendor, provided that such liability is not attributable to negligence on the part of the College or failure of the College to use the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Vendor's quotation.

Vendor shall dispose of all wrapping, crating and other disposable materials pertaining to the contract at the end of each working day and upon completion of the installation.

The Vendor shall repair at his expense any damage done to the buildings and other interior or exterior structures as well as any landscaping resulting directly from the execution of this contract.

The Vendor shall be liable for payment of all monies becoming due or owing either to the College or persons performing labor or furnishing materials in connection with the contract in the event that any actions by the Vendor incur costs to the College.

The Vendor shall comply with all of the applicable provisions of federal, state and local laws, ordinances and regulations, and shall procure all licenses or permits and pay required fees and taxes necessary to lawfully perform this contract.

The College will not be responsible for and the Vendor shall hold the College harmless from any obligations or liabilities assumed or created by the Vendor. The Vendor shall not set out or hold itself out to be an Agent for the College and nothing herein shall be construed as creating the relationship of partners, joint ventures or agency. The College shall be held harmless for any damage to any property or person resulting from performance of the contract.

The Vendor or any subcontractors of the Vendor who enter College premises pursuant to this contract shall comply with the Occupational Safety Health Act (OSHA) of 1970 and all regulations and standards issued pursuant thereto, and all SC DHEC regulations. The Vendor and any subcontractors of the Vendor hereby agree to indemnify and save harmless the College for any loss, damage, fine, penalty or expense whatsoever the College may suffer as a result of failure of the Vendor or its subcontractors to comply with said regulations and standards.

The College shall make payment to the Vendor upon the College's acceptance of the completed job and submission of an invoice to the College's Accounts Payable Department.

The vendor shall provide MSDS to the college purchasing office prior to commencement of the contract for any known chemical used in performance of the contract. The vendor shall provide current MSDS to the college purchasing office for any additional chemicals to be used on college premises prior to bringing the chemicals onto college premises.

The vendor shall be fully responsible for the lawful usage, storage and disposition of any chemical brought onto college premises and shall follow all federal, state and municipal laws and regulations as they apply. The college shall hold the vendor fully liable for any damages, fines or penalties that may be assessed against the college resulting from the vendor's failure to follow the laws and regulations.

The vendor shall ensure that his agents, employees and subcontractors follow all of the above stated requirements.

Vendor warrants that all work resulting from award of this request for quotation will be performed in a professional manner consistent with industry practice.

Additions and/or deletions may be made to the scope of work during the progress of the contract only by written amendment issued by OCtech's Procurement office.

Chemicals and Other Hazardous Materials: Chemicals and other hazardous materials will be properly labeled and Material Safety Data Sheets (MSDS) will be provided when shipping such materials to the College. Vendors are required to send updated MSDS sheets when properties of materials are changed and/or physical and health instructions become different.

Staff leasing services: (This clause applies to solicitations for services). "The Contractor shall not engage the services of any staff leasing company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq. to perform any services required under the terms and conditions of this contract without the expressed written consent of the state. Unauthorized use of a staff leasing services company by the contractor to fulfill the terms and conditions of this contract shall result in termination of the contract for cause.

PROCUREMENT PREFERENCES

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

Please check below all preferences that you are claiming:

- ☐ South Carolina End Product
- ☐ US End Product
- ☐ Resident Vendor

Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference or the Resident Contractor Preference. Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). (check only one)

- ☐ In-State Office Address same as Home Office Address
- ☐ In-State Office Address same as Notice Address
