

RIVERBANKS ZOO & GARDEN

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

**INVITATION FOR BIDS-
FRONT FENCE RENOVATION**

BID NUMBER: **B2024-05-03**

DATE: **05/10/2024**

OPENING DATE AND TIME: **June 11, 2024 at 10:00 AM EST**

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

MAILING ADDRESS: Riverbanks Zoo & Garden
Attn: Noelle Kelley
400 Rivermont Drive
Columbia, SC 29210

PROCUREMENT FOR: **Front Fence Renovation**

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

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

**DIRECT ALL INQUIRES TO: Noelle Kelley, Procurement Manager, 803-602-0831,
nkelley@riverbanks.org**

KEY EVENTS / DATES

- | | |
|---------------------------------|-----------------------------|
| 1. Advertisement / Posting Date | May 10, 2024 |
| 2. Mandatory Site Visit | May 21, 2024, 1:30 PM EST |
| 3. Deadline for Questions | May 24, 2024, 5:00 PM EST |
| 4. Bids Due | June 11, 2024, 10:00 AM EST |

NOTICE TO BIDDERS: There will be a Mandatory Site Visit on May 2, 2024, at 1:30 PM EST at Riverbanks Zoo & Garden, 400 Rivermont Drive, Columbia, SC 29210. Due to the importance of all bidders having a clear understanding of the scope and requirements for this project, *attendance at this meeting will be required.* Any changes that may be agreed upon as a result of this conference will be noted in an amendment to the bid invitation and posted on the Riverbanks Zoo and Garden procurement page. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager. Richland-Lexington Riverbanks Park District DBA Riverbanks Zoo & Garden (hereinafter known as “the District”) shall not be legally bound by any amendment or interpretation that is not in writing.

"NO BID" RESPONSE FORM

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

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

Please check statement(s) applicable to your "No Bid" response --

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

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

E-mail Address (Please Print)

Date

Telephone

Fax

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received by the Procurement Office at or before the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.
4. Submit your schedule along with your signed bid on the forms provided. Show bid number on envelope as instructed. The District assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the District to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE BID FORM:** All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
9. **BIDDERS SCHEDULE:** Enter the manufacturer, brand, and model/catalog number, as applicable, and your bid price in the space provided on the bidder's schedule. Additional pages may be attached, when applicable, for alternates, etc.
10. **NOTIFICATION:** Intent to Award and/or Statement of Award will be posted on the Riverbanks Zoo & Garden website at <http://www.riverbanks.org/procurement>
11. **RIGHT TO PROTEST:** (does not apply to procurements \$1-\$50,000) Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within fifteen (15) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendments thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the Procurement Manager within seven (7) calendar days of the notification of Intent to Award or Statement of Award.
12. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the Procurement Manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.
13. **QUESTIONS REGARDING SPECIFICATIONS AND/OR THE BIDDING PROCESS:**
 - To ensure fair consideration for all bidders the District prohibits any type of communications to or with any department, employee, or District official during the solicitation process, except as provided on page one of the solicitation. This includes any communications initiated by a bidder to any District Official or employee evaluating or

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considering the bidder, prior to the time an award decision has been made public. **Failure to comply shall be grounds for disqualification of the offending bidder from consideration for award of the bid and/or any future solicitations.**

- Any communications between the bidder and the District shall be initiated by the Procurement Office or the appropriate District representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the bid. **Failure to comply shall be grounds for disqualification of the offending bidder from consideration for award of the bid and/or any future solicitations.**
- It will be the sole responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any amendments have been issued in order to obtain all such documentation, and to return the executed documentation with their bid. All amendments will be posted on the Riverbanks Zoo & Garden website at: <http://www.riverbanks.org/procurement>

GENERAL PROVISIONS

1. The District reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the District.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. **BIDDERS QUALIFICATIONS:** Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:
 - 4.1 Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner.
 - 4.2 An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
 - 4.3 An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
 - 4.4 A record of amicable relations with labor.
 - 4.5 An adequate supply of applicable equipment in good operating condition to fulfill the contract.
5. **LICENSES, PERMITS, INSURANCE, & TAXES:** All costs for required licenses, permits, insurances and taxes shall be borne by the Contractor.
6. **INSURANCE:**
 - 6.1 The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

SCHEDULE
WORKERS COMPENSATION

LIMIT
Statutory

As required by the State of South Carolina.

COMPREHENSIVE GENERAL LIABILITY

Premises Operations	\$1,000,000 Single Limit
Contractual Liability	
Independent Contractors	
Personal Injury	
Products - Completed Operations	

AUTOMOBILE LIABILITY

All Owned, Non-Owned, and Hired	\$ 100,000 Combined
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- 6.2 The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the District. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the District. The District, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded the District, its officials, employees or volunteers. To accomplish this objective, the District shall be named as an additional insured under the Contractor's insurance as outlined above.
- 6.3 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 6.4 Contractors insurance coverage shall be primary insurance as respects the District, it's officials, employees and volunteers. Any insurance or self-insurance maintained the District shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on an other basis.
- 6.5 Each insurance required by the District shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Riverbanks Zoo & Garden Procurement Office.
- 6.6 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.
- 6.7 All certificates and endorsements must be received and approved by the District within ten (10) days after notification of award.
- 6.8 The District, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the District may possess".

7. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
8. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made to one or a multiple of contractors; whichever is in the best interest of the District, or unless otherwise stated on bidders' schedule.

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

 - 8.1 If there is a South Carolina firm tied with an out-of-state firm, the award must be made automatically to the South Carolina firm.
 - 8.2 Tie bids involving South Carolina produced or manufactured products, when known, and items produced or manufactured out of the State must be resolved in favor of the South Carolina commodity.
 - 8.3 Tie bids involving a business certified by the South Carolina Office of Small and Minority Business Assistance as a Minority Business Enterprise must be resolved in favor of the Minority Business Enterprise.
 - 8.4 Tie bids involving South Carolina firms must be resolved in favor of the South Carolina firm located closest to the District.
 - 8.5 In all other situations in which bids are tied, the award must be made to the tied bidder offering the quickest delivery time, or if the tied bidders have offered the same delivery time, the tie must be resolved by the flip of a coin witnessed by the Procurement Manager. All responding vendors must be invited to attend.
9. **WAIVER:** The District reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the District.
10. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested contractor to notify the Procurement Services Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
11. **REJECTION:** The District reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the District.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the District reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered, or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are

not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

3. INDEMNIFICATION: The contractor agrees to indemnify and save harmless the District and all District officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the District or failure of the District to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Procurement Manager. Copies of all correspondence concerning this contract shall be sent to, 400 Rivermont Drive, Columbia, SC 29210. All change orders must be authorized in writing by the Procurement Manager. The District shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.
5. PUBLICITY RELEASES: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the Districts name in its published list of customers without prior approval. With regard to news releases, only the name of the project and duration of contract may be used and then only with prior approval of the District. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the Riverbanks Zoo & Garden Staff unless it is a direct quote from the Public Relations Officer.
6. QUALITY OF PRODUCT: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
7. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
8. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent/Acknowledgement of the Procurement Manager.
9. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 90 days, or until evaluation of bids is complete and award is made unless mutual consent of parties is established to extend due to unforeseen circumstances. Thereafter, the contract prices shall remain effective for the term of the contract.
11. 8% S.C. SALES TAX: The District shall add 8% sales tax to all orders; however lump sum bids shall include sales tax in bid price unless otherwise noted. **By submission of a signed proposal, you are certifying, under penalties of perjury that you comply with the SC Code of Laws**

1976, as amended, relating to payment of any applicable taxes. This will certify to the District your compliance.

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

12. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. Application for payment shall reflect services completed through the last day of the month. **There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date. This project does not qualify for advanced or progress payments.**
13. **BID REQUIREMENTS:** Bid requirements on the equipment/goods/services specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. The District will determine if minor deviations from these features are acceptable.
14. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
15. **CONTRACT:** This bid, contract and submitted documents, when properly accepted by the District along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and the District. No different or additional terms will become a part of this contract with the exception of a Change Order.
16. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
17. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager. The District shall not be legally bound by any Amendment or interpretation that is not in writing.
18. **BID EVALUATION:** Bids received will be evaluated by the Procurement Manager. However, based on bid total, final decision for bid award may rest with the Richland-Lexington Riverbanks Park Commission.
Factors to be considered during the evaluation process include, but are not limited to:
18.1 - Cost.
18.2 - Reputation and dependability of the contractor
18.3 – Past performance
19. **ARBITRATION:** Under no circumstances and with no exception will the District act as arbitrator between the Contractor.
20. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claim for loss or damage shall be between the contractor and the carrier.

21. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner, based on price, quality, service, availability, standardization and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor should submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
22. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the District's specifications (or approved deviations), must submit their proposal as an alternate bid. **This must be properly marked on both the sealed envelope and the Bidder's Schedule and submitted separately from any other bid. Failure to comply shall be grounds for being deemed non-responsive.**
23. DRUG-FREE WORKPLACE: By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.
24. ILLEGAL IMMIGRATION & PUBLIC CONTRACTS: In accordance with the South Carolina Illegal Immigration Reform Act, [2008, Act No. 280](#). Section 3 of this Act added to [Chapter 14 to Title 8](#) of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act."
25. NO CONTACT POLICY: After the date and time established for receipt of proposals by the District, any contact initiated by any offeror with any District representative, other than the Purchasing Department representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.
26. TERMINATION: Subject to the provisions below, the contract may be terminated for any reason by the District providing a 30 day advance notice in writing is given to the contractor.
 - 26.1 Termination for Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.
 - 26.2 Termination for Convenience: The District, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the District.
 - 26.3 Termination requirement does not apply if contract is to terminate at the end of an established contract term.
 - 26.4 Termination for Non appropriations: If the District fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds

appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the District. Any termination for non-appropriations shall not prohibit the District from obtaining services from another source or in another manner, which is in the best interest of the District.

SCOPE OF WORK

INTENT:

Riverbanks Zoo and Garden is seeking a Contractor for the front fence renovation. The estimated length of fence is 1,403 ft. The project has three components that must be met. First, the flow into the parking lot and Zoo guest entrance must remain unobstructed and safe. Second, the integrity of the fence line cannot be altered during construction. Third, the selected contractor must be flexible in workflow and adapt to conditions to ensure the first two components are met. For the fence on the right, asphalt will need to be cut to position the poles.

The project includes, but is not limited to:

- Build to specification of 10 foot cedar fence (see Attachment A)
- Coat with specified sealer (Attachment B)
- Removal of walk in gate (see Attachment C) and replace with fencing
- Two gates to be covered with brown screening (see Attachment D)
- Fencing on the right to be angled 2 feet in toward the Zoo
- Building the fence in sections to ensure security at all times
- Removal of chain link fence
- Removal of plant debris

All demolition materials are to be disposed of offsite, in properly permitted sites. Upon completion of construction, the area shall be clear of all construction debris.

REQUIREMENTS:

- Bidders shall refrain from direct or indirect communications promoting their qualifications for this Project to the District or any member of the Lexington-Richland Riverbanks Park Commission, other than through the formal submittal process established by this Invitation for Bid (IFB). Failure to comply with submittal requirements may cause the submittal to be removed from further consideration.
- The selected contractor must hold the required license(s) for this project.
- Contractor must be bondable, a certified contractor and have personnel on site who hold the necessary OSHA required certifications to safely perform the work.
- The contractor should submit as a part of the bid package the safety program to be used on this site to ensure workplace safety.
- The contractor must have an Experience Modifier Rate (EMR) of less than one (1).
- Contractor's site superintendent shall coordinate all activities with Zoo Project Manager to ensure the Zoo has enough notice to secure animals that have access to the exhibit.
- Work hours are between 8:00 am and 5:00 pm, but may be adjusted upon request
- Riverbanks Zoo and Garden is a smoke-free facility.

CONSIDERATIONS:

- Riverbanks Zoo and Garden will be open to the general public, so deliveries, work practices, application processes and behavior of staff will be closely monitored by the Project Manager to ensure the quality of the guest environment.

OBLIGATION:

- Riverbanks Zoo and Garden makes no guarantees as to the correctness of the information and materials identified in this specification. It shall be the contractor's responsibility to ascertain the full extent of this job.

REGULATIONS AND STANDARDS:

- The work shall comply with all laws, ordinances and regulations of all legally constituted authorities having jurisdiction over any part of this work, County and State level. These requirements supplement the specifications and shall take precedence in case of conflict.
- All work shall be performed and completed in a thoroughly workmanlike and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications and/or drawings. All material and equipment shall be new and shall comply with the applicable standard in every case where such a standard has been established for the particular type of material in question.
- Safety Department to review confined space and fall protection plans specific to this project as requested. The Zoo Project Manager to final approve all aspects of the project including changes and payments.
- The Bidder shall supply for review, all SCOSHA written programs as applicable to include, but not limited to, the following OSHA standards; Walking-Working Surfaces (Fall Protection), Control of Hazardous Energy (Lockout/Tagout), Personal Protective Equipment and Permit-required Confined Spaces.

SITE CLEAN UP:

- The contractor shall keep the job site clean and free from an accumulation of debris or materials during the project. At the completion of the work, the entire facility and premises shall be left clean.
- The contractor shall remove from the premises all accumulations of trash and other materials, which are not to be used in the project, daily.
- Public sidewalks clear of debris from project site at all times.

CONTRACTOR'S CARE:

- Contractor shall exercise due care in protecting all trees, property, and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the Contractor fails or refuses to repair any damage promptly, the Project Manager may have the necessary work performed and charge the cost thereof to the contractor.

FINAL INSPECTION:

- At the completion of the contract work, a representative of Riverbanks Zoo and Garden shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected before final payment will be authorized.

BIDS MUST INCLUDE

- Solicitation name and number clearly marked on the outside of the envelope
- One hard copy and one digital (i.e. thumb drive) Detailed cost summary
- An anticipated construction schedule from award date to completion.
- Cost break out per scope of work
- A written introduction summarizing your company's background, resources, and relevant experience.
- Bid bond (for projects over \$50,000)

- Three examples of past or current projects and the timelines under which they were completed including bid price and final project cost
- Three references from past projects
- Subcontractor list for this project
- MBE/DBE/WBE Cultivation Plan- The owner is committed to cultivating MBE/DBE/WBE involvement in all aspects of owner's operations. Explain how your firm will cultivate MBE/DBE/WBE participation in the Front Fence Renovation project
- A single point of contact – name, title, phone and email address must be included.

HOURS OF OPERATION:

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

DISPOSAL OF WASTE:

- The Contractor will ensure proper handling and disposal of materials to prevent discharges of pollutants to surface waters or groundwater.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)

REQUIREMENT:

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



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

BIDDERS SCHEDULE

BID NUMBER: B2024-05-03

DATE: 5/10/2024

OPENING DATE AND TIME: June 11, 2024 at 10:00 AM EST

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

PROCUREMENT: Under a fixed price contract provide all materials, equipment, and labor for the Front Fence Renovation in accordance with the specifications, conditions, and provisions as applicable to this solicitation. All prices are to include all applicable transportation, recycling, and disposal costs. **Submit one (1) hard copy and one (1) digital copy.**

Delivery Requirements: None

ITEM NUMBER	QTY U/I	DESCRIPTION MFG/MDL/STK #	PRICE
#1:	EA	Fencing	
#2:	EA	General Conditions and Fees	
#3:	EA	Bond	
Total:			

COMPANY: _____

AUTHORIZED SIGNATURE: _____



**SHERWIN
WILLIAMS®**

SuperDeck®

Exterior Waterborne Clear Sealer

SD1T00100

CHARACTERISTICS

- Protects exterior wood from sun while allowing the wood to gray naturally
- Advanced water repellents make water bead up, protecting against cracking, splitting, and warping of wood
- Premium waterborne formula
- This coating contains agents that inhibit the growth of mildew on the surface of this coating

For use on bare wood only: Exterior Decks, Doors, Siding, Fences, Shutters, Shakes, Outdoor Wood Furniture

For: Exterior Pressure Treated Wood, Cedar, Redwood, Pine, Oak and Plywood.

Color: Clear

Coverage: 150-300 sq. ft. per gallon
Depending on porosity and texture.

NOTE: New wood normally requires less product than old, weathered wood. This is due to older wood being more porous than newer wood.

Drying Time, @ 50% RH:

@ 77°F

To Recoat: Before 2 hours
(wet on wet application)

To Touch: 5 hours

To Use: 24 hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: No surface film

Tinting: Do Not Tint

A sample brushout is recommended to ensure color satisfaction.

Clear SD1T00100

VOC (less exempt solvents):

315 grams per litre; 2.63 lbs. per gallon

VOC (Emitted VOC):

47 grams per litre; 0.4 lbs. per gallon
As per 40 CFR 59.406

Volume Solids: 9.8 ± 2%

Weight Solids: 10.5 ± 2%

Weight per Gallon: 8.31 lbs

Flash Point: N.A.

Vehicle Type: Alkyd

Shelf Life: 36 months unopened

Mildew Resistant

This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

COMPLIANCE

As of 12/13/2019, Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N.A.
LEED® v4 & v4.1 VOC	Yes
EPD-NSF® Certified	N.A.
MIR-Product Lens Certified	N.A.
MPI	No

APPLICATION

Due to the composition of **SuperDeck Waterborne Clear Sealer**, if a second coat is needed, apply it before 2 hours drying of the first coat. If this 2 hour window is exceeded, the second coat will not penetrate and adhere properly. The surface must weather until water will not bead up on the surface before applying another coat.

For best results apply in shade with surface temperatures between 50°F and 90°F. Do not apply if temperatures will fall below 40°F or if rain is expected within 24 hours after application. Cooler temperatures require longer drying times.

Do not reduce.

Brush:
Use a natural bristle brush.

Roller:
Use a high quality woven roller cover. For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin-williams.com
Spray—Airless
Pressure 1000-2000 p.s.i.
Tip .013-.015 inch

APPLICATION TIPS

Thoroughly stir contents before and occasionally during use. For uniformity, mix all cans together before use. Do not mix with any other stains or coatings.

Apply without thinning by brush, roller, pump sprayer or dip. When spraying and dipping, be sure to "back brush" to ensure uniform coverage. Penetration will vary depending on porosity and water content of the surface. Thoroughly coat cut ends and joints.

These tips will help avoid lap marks and keep the appearance uniform:

- Do not stain in direct sun or on a hot surface.
- Stain from a dry area into the adjoining wet stain area.
- Keep the leading edge wet and distribute the finish evenly. Stain a board from end to end.
- Quickly remove puddles and excess material by redistributing to dry areas or wiping up. Excess product allowed to sit on surface will result in a tacky finish.
- Use natural breaks as boundaries to divide large areas into smaller, more manageable ones.
- Different wood species, textures and natural color will affect finished shade. Always test a small area first for color satisfaction before coating the entire project.

COATING SOLUTION

Which product is the best for my project:

SuperDeck Exterior Waterborne Clear Sealer

- Protects wood from sun while allowing the wood to gray naturally
- Water repellents make water bead up, protecting against cracking, splitting, and warping of wood
- Leaves a protective coating that resists discoloration caused by mildew

SuperDeck Exterior Transparent Wood Stain

- Lasting, penetrating, modified-oil formula
- Enriches wood appearance with a light tone
- UV protection resists graying
- Repels water to prevent moisture damage

SuperDeck Exterior Waterborne Semi-Transparent Deck Stain

- Provides a lasting, mildew-resistant coating
- Excellent penetration for protecting horizontal exterior wood surfaces
- Can be applied to damp surfaces, allowing surfaces to be prepared and stained in one day

SuperDeck Exterior Semi-Transparent Wood Stain

- A lasting penetrating modified-oil formula that protects the wood with a rich semi-transparent stain
- One coat coverage on most woods
- UV protection that resists fading
- Repels water to prevent moisture damage

SuperDeck Waterborne Solid Color Deck Stain

- Waterborne, 100% acrylic resin
- Provides mildew-resistant coating
- Use over existing paint or stain
- Can be applied to damp surfaces, allowing surfaces to be prepped and stained in one day

For more stain information and choices visit www.sherwin-williams.com.

For Vertical surfaces - walls, siding, etc, use WoodScapes® Exterior Acrylic Solid Color Stain or WoodScapes® Exterior Polyurethane Semi-Transparent Stain.

SuperDeck®

Exterior Waterborne Clear Sealer

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (**NIOSH** approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

All surfaces must be clean, dry, and free from dirt, mildew stains, dust and other foreign matter. Do not apply over sealed or previously coated surfaces. Recognize that any surface preparation short of total removal of the old coating will compromise the service length of the system.

Clean all surfaces completely with the appropriate cleaner based on the conditions.

SuperDeck Deck Wash

- Mildew stain, Algae stain
- Weathered wood (bleaches wood)
- Gray wood (bleaches wood)

SuperDeck Revive™

- Tannin Bleed, Nail stain
- Weathered wood (restores color)
- Gray wood (restores color), Mill Glaze

SuperDeck Stain & Sealer Remover

- Weathered, gray wood
- Old Paint & Stain

Carefully follow all label instructions. Thoroughly rinse the surface to remove all residue and allow to thoroughly dry before coating.

To determine if the surface is sealed, test the absorbency of the wood by sprinkling water on the surface. If the water penetrates into the wood quickly, the wood is ready to finish. If the water beads up or does not penetrate, allow the wood to weather 1 to 2 weeks and test for absorbency again.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

CAUTIONS

This product must be applied outdoors to wood intended for exterior use only.

Not for interior use.

Do not use on roofs.

Do not varnish or use a clear overcoat.

Do not apply over hardboard, particleboard, or wood coated with paint, creosote-based materials or latex products.

Not for use on garage floors, driveways, or automobile traffic areas.

Before using, carefully read **CAUTIONS on label**

Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 12/13/2019 SD1T00100 10 315/47

CLEANUP INFORMATION

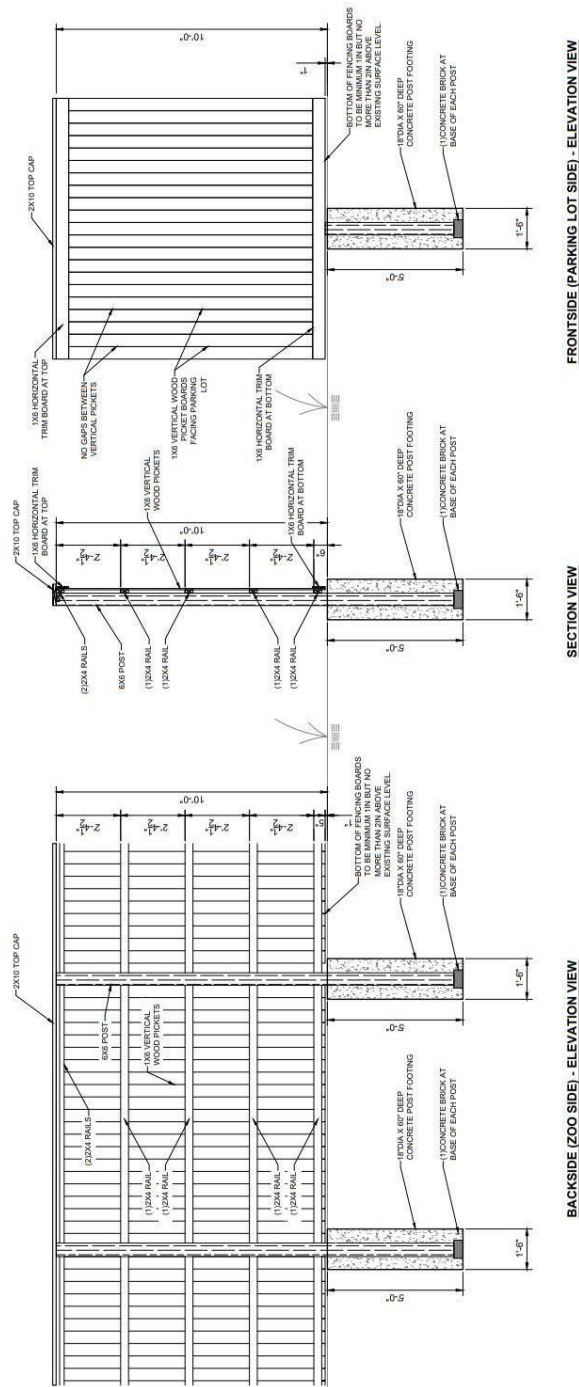
Clean spills, spatters, and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

Attachment C

WOOD FENCING NOTES:

1. ALL WOOD TO BE EXTERIOR GRADE PRESSURE TREATED LUMBER.
2. CUT THE RAILS SO JOINTS FALL AT THE CENTER OF THE POSTS AND ENDS BUTT TOGETHER TIGHTLY.
3. FASTEN THE RAILS TO THE POSTS TO SECURE VERTICAL PICKETS TO POSTS.
4. FASTEN THE RAILS TO THE POSTS WITH 3" EXTERIOR GRADE DECK SCREWS.
5. FASTEN THE VERTICAL PICKETS TO THE RAILS WITH EXTERIOR GRADE 1-5/8" DECK SCREWS.
6. ONLY WHOLE PIECES TO BE USED. NO MID-SPAN JOINTS ALLOWED.
7. TOP OF FENCE SHALL BE UNIFORMLY CONSISTENT AND NOT HAVE PEAKS AND VALLEYS.
8. POSTS AT 16FT ON CENTER.
9. INSTALL A CONCRETE BRICK AT BOTTOM OF EACH POST FOOTING TO ENSURE THAT POST BOTTOM DOES NOT DIRECTLY TOUCH THE DIRT.



FRONTSIDE (PARKING LOT SIDE) - ELEVATION VIEW

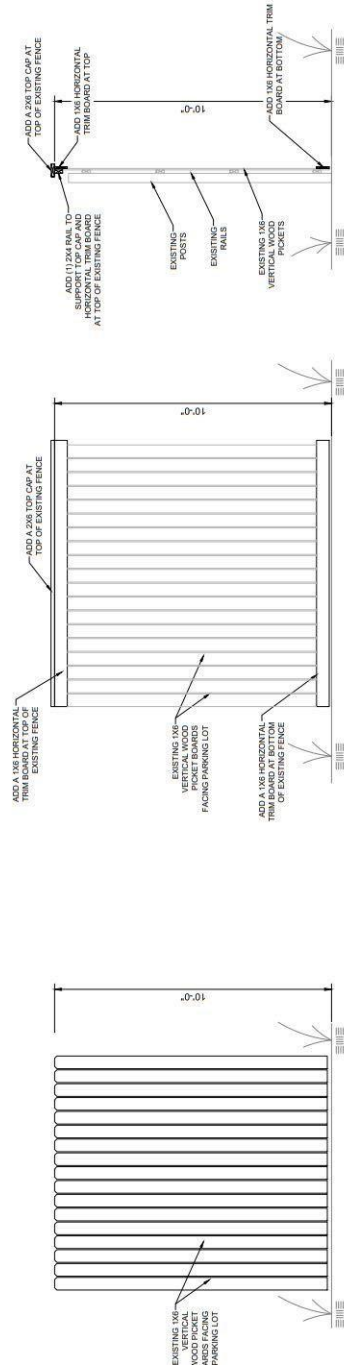
SECTION VIEW

BACKSIDE (ZOO SIDE) - ELEVATION VIEW

Attachment C – Continued

EXISTING WOOD FENCING NOTES:

1. ALL WOOD TO BE EXTERIOR GRADE PRESSURE TREATED LUMBER.
2. ALL WOOD TO BE BUTTED TOGETHER TIGHTLY, ALL AT THE CENTER OF THE POSTS AND ENDS.
3. EXISTING NAILS TO REMAIN.
4. FASTEN THE TRIM BOARDS TO THE POSTS WITH 2-1/2" EXTERIOR GRADE DECK SCREWDRIVERS.
5. FASTEN THE TRIM BOARDS TO THE VERTICAL PICKETS WITH EXTERIOR DECK SCREWDRIVERS.
6. ONLY WHOLE PIECES TO BE USED. NO MID-SPAN JOINTS ALLOWED.
7. TOP OF FENCE SHALL BE UNIFORMLY CONSISTENT AND NOT HAVE PEAKS AND VALLEYS.

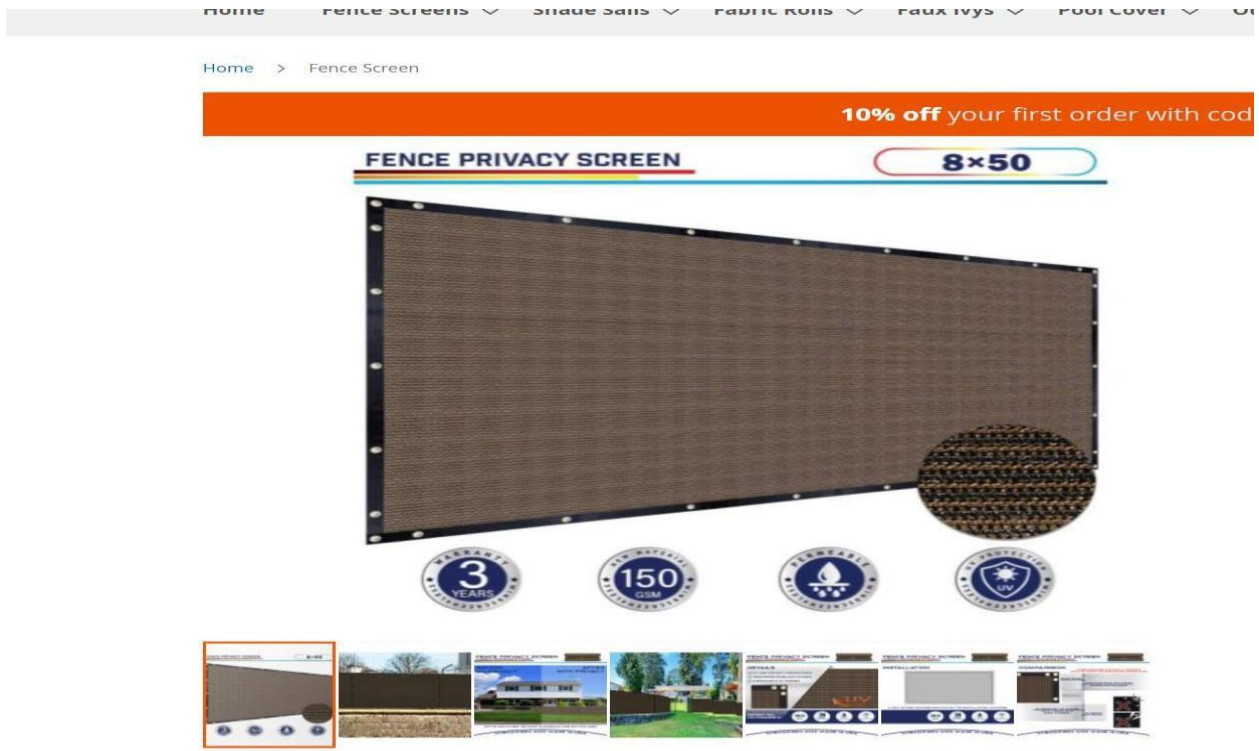


SECTION VIEW

FRONTSIDE (PARKING LOT SIDE) - ELEVATION VIEW

EXISTING WOOD PERIMETER FENCE ADJACENT TO RESTROOM BUILDING ELEVATION VIEW

Attachment D



The attached Certificate of Familiarity must be returned with bid.

SOLICITATION NUMBER: B2024-05-03

DATE: May 10, 2024

CERTIFICATE OF FAMILIARITY

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

Company Name as registered
with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number Fax Number

Remittance Address

E-mail Address (PLEASE PRINT)

City, State, Zip

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales and Use Tax Number

Richland-Lexington Riverbanks Park District

**B2024-05-03
Front Fence Renovation**

LIST OF REFERENCES

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

Company Name

Company Name

Representative

Representative

Address

Address

City, State, Zip Code

City, State, Zip Code

Telephone # / Fax #

Telephone # / Fax #

E-Mail Address

E-Mail Address

Company Name

Company Name

Representative

Representative

Address

Address

City, State, Zip Code

City, State, Zip Code

Telephone # / Fax #

Telephone # / Fax #

E-Mail Address

E-Mail Address

COMPANY: _____

AUTHORIZED SIGNATURE: _____