

CITY OF BEAUFORT
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSAL

RFP NO. 2015-110



CITY OF BEAUFORT
SOLID WASTE AND RECYCLING COLLECTION
AND DISPOSAL SERVICES

DUE: APRIL 22, 2015 by 2:00 PM

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**CITY OF BEAUFORT, SC
REQUEST FOR PROPOSAL
RFP NO. 2015-110**

PART 1 – Overview

1.1 Objective of Request for Proposal (RFP)

The City of Beaufort (hereinafter “City”) is soliciting competitive sealed proposals to contract for solid waste and recycling collection and disposal services for single family, multi-family, and commercial properties within the City of Beaufort, as well as solid waste and recycling collection at City facilities. All responsible Contractors are encouraged to submit proposals.

1.2 Contract for Services

It is the express intent of the City to enter into a contract for solid waste and recycling collection. The contract shall include single-family homes, duplexes, and City municipal properties with the possibility of including multi-family, commercial, and industrial as specified herein.

Billing responsibilities shall be included as a bid alternate. Billing responsibilities shall be at the discretion of the City. The Contractor shall offer the City, a franchise fee for of the monthly amount billed for ALL solid waste and recycling services rendered per this RFP. Said franchise fee shall be due on or before the 10th day of each month. For more details, see Part 3 – General Specifications.

1.3 Pre-Bid Meeting

A VOLUNTARY PRE-PROPOSAL MEETING WILL BE HELD AT 10:00 A.M. ET ON APRIL 10 , 2015, IN THE PLANNING CONFERENCE ROOM OF CITY HALL, LOCATED AT 1911 BOUNDARY STREET, BEAUFORT, SC 29902. ALL POTENTIAL OFFERORS ARE ENCOURAGED TO ATTEND.

1.4 Proposal Delivery and Contact Instructions

SEALED PROPOSALS will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **2:00 P.M. ET Friday, April 22, 2015**. All qualified licensed Contractors are invited to submit proposals to the City of Beaufort for the following:

City of Beaufort

Solid Waste and Recycling Collection and Disposal Services

SUBMIT: One (1) unbound original, four (4) bound copies, and one (1) digital copy (on CD or jump drive) of all requested documentation must be received on or before **2:00 P.M. ET April 22, 2015**.

ADDRESS TO: City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Purchasing Administrator

MAILING ADDRESS: 1911 Boundary St., Beaufort, South Carolina 29902

OFFICE ADDRESS: 1911 Boundary St., Beaufort, South Carolina 29902

EMAIL ADDRESS: procuradmin@cityofbeaufort.org

PHONE NUMBER: 843-525-7071

FAX NUMBER: 843-986-5606

MARK OUTSIDE ENVELOPE: "RFP NO. 2015-110 (Solid Waste and Recycling Collection and Disposal Services)"

1.5 Deadline Enforced

Proposals delivered after the time and date set for receipt of proposals shall not be accepted and will be returned unopened to the offeror. It is the offeror's responsibility to ensure timely delivery of their proposal. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to offerors and will not be exempted from deadline requirements. E-mail, telephone, or facsimile proposals will not be accepted.

1.6 Withdrawals; Declinations

A written request for the withdrawal of a proposal may be granted if the request is received by the City Finance Department prior to the specified time of opening. Any offer submitted as a result of this RFP shall be binding on the offeror for **ONE HUNDRED AND TWENTY (120)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

1.7 **Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified shall be subject to disclosure by the City.

1.8 **Addenda and Questions**

This Request for Proposal is being issued by the City of Beaufort. Direct all questions or request for clarification of this RFP by email, mail, or fax contact information listed above.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal may be accessed on the City of Beaufort website under Quick Links – “Bid Opportunities” at www.cityofbeaufort.org. All Offerors should consult this website for updates before submitting bids.

Prospective Contractors shall carefully review this RFP for defects. Comments concerning defects and questions must be made in writing and received by the RFP contact no later than **4:00 p.m., April 15, 2015**. This will allow time for the issuance of any necessary addenda and answers to questions. No inquiry received after that time will be given consideration. Replies and/or addenda will be e-mailed to all known potential Contractors who attend the pre-bid meeting by 4:30 p.m. on Friday, April 17, 2015. All addenda and answers to submitted questions will also be posted on the City website by 4:30 p.m. on April 17, 2015.

1.9 **Investigation by Potential Contractors**

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure to identify or by omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. If the Contractor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Contractor shall immediately notify the City of such error in writing and request modification or clarification of the document. The Contractor is responsible for clarifying

any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The City of Beaufort reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meets the needs of the City of Beaufort, its Citizens, and the general public.

1.10 Public Bid Opening

A Public Bid Opening will be held at 2:01 P.M. ET on April 22, 2015 in the 1st floor Planning Conference Room of City Hall. Only the name of each Contractor having submitted a proposal shall be read publicly. All other information contained in each proposal shall be treated as confidential information to avoid disclosure of contents prejudicial to competing Contractors.

1.11 Compliance with the South Carolina Illegal Immigration Reform Act

Any Company entering into a service contract with the City of Beaufort must certify to the City of Beaufort that the Company intends to verify any new employees' status, and require any sub-consultants performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

1.12 Policy Concerning Minority And Woman Owned Business Enterprises

Intent:

Business vendors owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist minority and woman owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that minority and woman owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a Company to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this RFP.

1.13 Required Forms

Contractors submitting proposals are required to include completed forms that are found at the end of the General Terms and Conditions Section of this document.

Contractors should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

The City of Beaufort reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

PART 2 – Background and Current Operations

2.1 Summary of background and current operations

The population of the City of Beaufort is estimated to be 12,361 with approximately 5,630 housing units (2010 U.S. Census). The City of Beaufort currently provides municipal-based refuse, recycling, and yard waste collection for single-family residential, multi-family residential and commercial customers. The current collection services are summarized below:

1. Residential

- a. The refuse service allows residential customers (single-family homes and duplexes) to place household refuse at the curb in traditional collection carts and bags once a week for collection. Refuse collection cans are provided by the Contractor and should not exceed 96 gallons in capacity.
- b. Refuse is collected at the curb and in alley ways where applicable.
- c. The collection routes are divided geographically with pickups scheduled Monday through Friday.
- d. Residential recycling is collected on the day of scheduled refuse collection.
- e. Resident's may schedule bulk item/white goods removal as needed by calling or contacting Contractor.

2. Multi-family Residential

- a. The refuse service allows multi-family residential customers to place household refuse at the curb in traditional collection carts and bags once a week for collection. Where dumpsters are provided, customers may deposit at will under established protocol.
- b. The collection routes are divided geographically with pickups scheduled Monday through Friday.
- c. For multi-family properties that do not utilize the dumpster service noted in 4a below, account holders are billed the single family collection and disposal rate for each unit in the multi-family complex.
- d. Resident's may schedule bulk item/white goods removal as needed by calling Contractor.

3. Commercial Refuse/Recycling Collection

- a. For commercial customers inside the City limits, refuse is collected once per week and up to six times weekly, dependent on the needs of the commercial customer.
- b. Commercial customers in the City limits may receive daily service Monday through Saturday.

4. Dumpster Services

- a. Multi-family and commercial account holders whose property is equipped with the space necessary to house a dumpster may utilize the dumpster service for weekly collection.

5. Special Events

- a. The City collects refuse and recycling for the following City special events:
 - i. Beaufort Water Festival (July)
 - ii. Beaufort Shrimp Festival (October)
 - iii. Taste of Beaufort Festival (May)
 - iv. A Night on the Town event (December)
 - v. Other festivals and events may occur at any given time as authorized by the City.

6. City Facilities

- a. Refuse and recycling collection is provided at the following facilities:
 - i. One 8 yard dumpster is collected weekly at City Hall located at 1911 Boundary Street.
 - ii. 3-4 Roll Carts are collected weekly at the Police/Municipal Court Building located at 1901 Boundary Street.
 - iii. One 8 yard dumpster is collected weekly at the Public Works Building located at 16 Burton Hill Road.
 - iv. One 8 yard dumpster is collected weekly at Fire Station Central Headquarters located at 135 Ribaut Road.
 - v. One 8 yard dumpster is collected weekly at Fire Station #2 located at 2519 Mossy Oaks Road and soon to be transferred to the new station on Ribaut Road.
 - vi. All containers located at Waterfront Park and at the marina.
 - vii. Additional dumpsters or carts will be added as needed at any City facility.

7. Street Level Refuse and Recycling

- a. The Contractor currently collects refuse once per week from approximately 4,500 street level refuse containers (96 gallons each) and from all City facilities as required.

8. Expectations of Service

- a. The selected Contractor will be expected to provide these services, unless otherwise noted, at the current level and frequency of service, and will continue the practice of collecting refuse from street level refuse containers. The Contractor may elect to add additional/optional levels of service that it believes will improve services to Customers.

The words "Bidder", "Contractor", "Offeror", "Proposer", "Vendor", "Operator", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

It is the intent of this Request for Proposal (RFP) and resulting contract to hire a qualified contractor for the collection, transportation, and disposal of solid waste and recycling for single-family residential, multi-family residential and commercial properties in the City of Beaufort.

2.2 Description of City of Beaufort’s Current Refuse Collection Schedule

The current schedule is as follows:

DAYS OF THE WEEK	MSW	RECYCLE	YARD DEBRIS	BULKY
MONDAY	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	CALL IN
TUESDAY	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	CALL IN
WEDNESDAY	RESIDENTIAL COMMERCIAL.	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	CALL IN
THURSDAY	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	CALL IN
FRIDAY	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	RESIDENTIAL COMMERCIAL	CALL IN
SATURDAY	COMMERCIAL ONLY	COMMERCIAL ONLY	COMMERCIAL ONLY	CALL IN

2.3 Description of the City of Beaufort’s Current Refuse Program

The awarded contractor will be required to furnish roll carts, bins, and other type containers necessary to store, collect, haul, and dispose of all Municipal Solid Waste in a manner that is sanitary, effective and efficient.

All commercial MSW disposal cost are billed to the contractor making the disposal. The **Contractor** must consider this cost when pricing their commercial rates or charges.

Current rules for refuse collection are as follows:

1. The City recommends all MSW should be in plastic bags and tied before being placed in roll carts. Trash and recyclables shall be placed in their respectable containers and placed at the curb line for collection on the designated day.
2. Building material of any kind will NOT be accepted and is the responsibility of the homeowner or his/her contractor.
3. Dog and cat excrements shall NOT be placed loosely in refuse containers. Excrements shall be placed securely in plastic bags tied, and separated from refuse. The bag must weigh less than 10 pounds.
4. Containers of refuse and garbage shall be placed at the curb NOT earlier than 7:00 p.m. on the evening before the scheduled collection. Regular collection will start at 7:00 a.m. Containers must be removed from curbside the day it has been serviced, but no later than 8:00 p.m. according to Beaufort County instructions for Solid Waste Dept.
5. Car batteries, automobile parts, tires, and waste oil shall not be placed on curb with recyclables. But, disposed of properly by coordinating with the County's drop off centers.
6. Florescent light bulbs can no longer be collected in the refuse from area business or industries.
7. Sharp objects, glass, mirrors, etc., shall be separate from refuse and in a separate non-recycle container and be labeled "Sharp Objects".
8. Place trash away from all obstructions, such as mail boxes, lawn ornaments, utilities, parked vehicles, trees, etc.
9. All syringes, lancets and needles are banned from curbside refuse and recycling collection in the City of Beaufort. These items are not accepted at the landfill. These items are not recyclable and should not be put out to the curb. City of Beaufort residents that generate syringes, lancets or needles should contact their doctor, clinic, pharmacy, hospital or public health department to find the correct options for disposal.

Household construction and demolition debris are not collected. Separate service arrangements can be made with Contractor. Bulky trash collection is provided on an on-call basis. Items include furniture and other brown goods. City residents must also be able to dispose of boards, fences, windows, old siding and other backyard junk piles not ordinarily accepted during regular trash pickup by calling and requesting a bulk pick up. Bulky Trash also includes items such as water heaters, appliances, large furniture, etc., that are too large for regular refuse collection. This does not include tree limbs, stumps, or demolition materials. Freon-containing appliances (freezers, air conditioners, etc.), and microwaves are to be delivered to the county determined site or drop off centers.

2.4 Description of the City of Beaufort's Current Recycling Program

Contractor currently offers a dual stream system of recycling utilizing a bin collection system. However a single stream system may be considered after discussions with the City for approval. Recycling participation is mandatory by City ordinance.

Current materials that may be recycled are aluminum, aluminum foil, glass containers, steel and tin cans, plastics (#1- #7), newspapers, paperboard, office paper, phone books, magazines, catalogs, “junk mail”, and corrugated boxes.

The monthly recycling rate must be explicitly identified apart from the monthly garbage rate. Additionally, contractor must provide the recycling material weights collected, in a monthly or quarterly report. See example report on Schedule 4 – Monthly Collection Report.

Materials collected by the hauler are currently taken to a Material Recovery Facility (MRF) for processing and marketing. All revenues remaining after processing costs are shared proportionately with the City. The Contractor shall offer the City, a percentage of the net recycling revenues rendered per this RFP.

The City has enacted an anti-scavenging ordinance to protect the City’s and the hauler’s interest in the value of the recyclables.

The City currently utilizes 18-gallon capacity recycling bins. The contractor, after review and approval by the City, may elect to introduce a new recycling system. Residents seeking a replacement bin(s) are provided bins at no cost. Residents are required to leave them behind for the new owners if they move.

The Contractor is required to within one year of the initial contract present a feasible commercial recycling program proposal to the City. The contractor is also to collect recyclable materials and solid waste from City facilities as specified under “City Facilities” in Section 2.1.

2.5 Description of the City of Beaufort’s Current Yard Debris Program

Currently the City contractor picks up Residential Yard Waste every weekday on a scheduled route. The City is interested in receiving bids that continues the existing program which has all solid waste (garbage/recycling/yard debris) picked up on the same day. However, the City recognizes that the amount of Yard Debris to be picked up can be significantly increased by fall/spring seasons, high winds, weather events, tropical storms and named hurricanes. Therefore the City is seeking bids wherein the contractor will pick up and dispose up to 125% on the annual historical average divided by 52 weeks of Yard Debris picked up by the City for the years 2012 through 2014.

The City is also seeking separate Bids to enter into a contract for the removal of Vegetation Debris from Residential Properties and Commercial Properties, Public Streets, Highways, Intersections, Right-of-Ways, Public Buildings, Cemeteries, and Parks should the need arise due to severe weather events. This would be the cost to remove debris in excess of 125% (percent) of the annual average. See Part 6 – “Hurricane Preparedness”.

2.6 Current Billing Process

Beaufort Jasper Water Sewer Authority currently bills for Solid Waste and Recycling Collections. Billing responsibilities shall be at the discretion of the City. The Contractor shall offer the City a proposal to handle the set-up, billing, and collection of all fees and charges. The Contractor shall offer the City, a franchise fee based on the amount billed for ALL solid waste and recycling services rendered per this RFP. Said franchise fee shall be due on or before the 15th day of each month.

2.7 Current Rates and Accounts

Residential and commercial customers are billed on a monthly basis. For purposes of this RFP, multi-family properties are considered to be any residential property equipped with between two and four distinct housing units. Services are provided to approximately 4,500 Residential accounts, and approximately 240 Commercial accounts. As of January 1, 2015, the monthly refuse/recycling charges by type of account are as follows:

1. Residential

- a. Single family residential customers are currently charged \$16.20 for refuse/recycling collection.
- b. Multi-family residential customers (those not using the commercial dumpsters noted below) are currently charged \$16.20 for refuse/recycling collection, for each residential customer within the multi-family unit.
- c. Multi-family account holders may also elect to utilize the dumpster service if adequate space is available in the property to house a dumpster and are billed at the commercial rate as noted below.
- d. For purposes of this RFP, multi-family properties are considered to be any residential property equipped with two and four distinct housing units.
- e. The Contractor currently services approximately 4,500 Residential accounts, and approximately 240 Commercial accounts.

2. Commercial

- a. The Contractor currently services approximately 300+/- commercial accounts (that includes those Multi-family units utilizing commercial dumpsters).
- b. The following table summarizes the current monthly rate structure for commercial accounts:

Tier Level	Description	Monthly Charge
Tier 1	1 cart/2 day service	\$27.00
Tier 2	2 carts/2 day service	\$57.00
Tier 3	3 carts/2 day service	\$82.00
Tier 4	3 carts/5 day service	\$120.00
Tier 5	4 carts/5 day service	\$158.00
Tier 6	5 carts/5 day service	\$189.00
Tier 7	6 carts/5 day service	\$220.00
***Add \$25.00 on each monthly account having SATURDAY service		

Part 3 – General Specifications

3.1 Intent

It is the intent of this RFP to obtain throughout its term of the contract to provide timely and efficient collection and disposal or processing of refuse and recyclables from properties in the City. While the City recognizes that any collection service involves minor customer operating problems, the intent of this contract is to ensure that any such operating problems are corrected as soon as possible.

3.2 Definitions

For the purposes of this contract, definitions of certain terms shall be as listed below. Other terms shall be as defined within applicable Subsections.

1. "Refuse" shall mean all discarded and unwanted perishable and non-perishable household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, plastic containers not included as recyclables; crockery and other containers; cold ashes; furniture, furnishings, and fixtures; textiles and leather; dead domestic animals and domestic animal waste; toys and recreational equipment; and similar items.

Refuse shall not include "unacceptable refuse" as listed in Section 4.8. For the purposes of this contract, the terms "garbage," "refuse," "rubbish," "trash," and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

2. "Recyclables" or "Recyclable Material(s)" shall mean at a minimum newspaper (ONP); corrugated cardboard; mixed paper, including magazines, junk mail, and brown paper bags; chipboard; other unbleached paper products; coated paper products (for example, magazines and catalogs); aluminum cans; steel cans (also known as bi-metal or "tin" cans); glass bottles and jars; plastic polyethylene terephthalate (PET) containers; plastic high-density polyethylene (HDPE) containers; plastic low-density polyethylene (LDPE) containers; plastic polypropylene (PP) containers; plastic polyvinyl chloride and (PVC) containers.

In addition, other materials as listed in Section 5.5 of these specifications may become part of this contract, upon approval and designation by the City as recyclables based upon market conditions and available recycling technology.

3. "Household Construction and Demolition Debris" or "Debris" shall mean waste materials from "do it yourself"-scale interior and exterior household construction, remodeling and repair projects, including, but not limited to, drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors; cabinets; carpeting; disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, and similar materials. Such debris shall be disposed of by the homeowner, contractor, or generator. The contractor at his discretion may contract the removal of such debris after discussion with a property owner but, at his discretion and not the covered fees of the City.
4. "Stop" shall mean each dwelling unit, and shall be synonymous with the term "household" and "dwelling unit" for the purpose of defining the extent of the collection services to be provided and of determining the amount of refuse and recycling to be collected.
5. "Curbside" shall mean off the street pavement and gutter and within five feet thereof. In areas where no curb and gutter are present, it shall mean off the street pavement and within five feet thereof.
6. "Large Household Bulky Item/Brown Goods" shall mean any discarded and unwanted large Household furnishings including, but not limited to: pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture.
7. "White Goods" shall mean any discarded and unwanted large household appliances including, but not limited to: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwave ovens, water softeners, similar items, and parts thereof.
8. "Unit" shall have different meanings, as follows:
 - A. For the purposes of refuse and recycling collection, a "unit" shall mean one (1) non-descript, contractor provided container, containing "refuse", "recycling" as herein defined, securely closed in such a fashion so as to prevent the littering, leaking, or scattering of refuse or debris. The non-descript, contractor provided container shall be subject to the approval of the City for design, size and color.
 - B. A "proper unit" shall mean a unit that is prepared properly, including use of a proper container, and which contains acceptable material as defined in this Section 3.2.
 - C. No plastic, metal, hard or soft-walled can, barrel, cart, toter, or other similar container not designed to be disposable shall be considered a "unit" for either refuse or yard waste collection.
9. "Household Sharp Medical Waste" shall mean such items as syringes, needles, and other sharp objects capable of lacerating or puncturing the skin.

10. "Commercial" Commercial is defined as businesses located within the area of the City traditionally consider the historical downtown core district. Businesses operating in this area are primarily, offices, banks, restaurants, and retail stores. This area also encompasses the marina and waterfront park.

3.3 Scope of Work

The Contractor shall be responsible for all performance items per the RFP, and shall provide and furnish all of labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill or composting space required to perform and complete the collection and disposal of refuse; and arrangements with processors required to perform and complete the collection and marketing of recyclables, all in strict accordance with this RFP. Ownership of a landfill, transfer station or recycling facility is not required as long as the Contractor has access to such facilities.

The City contract is not exclusive, the Contractor may, at its option, contract separately with businesses, condominiums, multi-family complexes, institutions, and other agencies for collection services within and between the annexed areas of the City of this contract, subject to all of the City codes and ordinances governing private refuse collectors generally, and providing that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and businesses, multi-family complexes, institutions, and agencies shall covenant that said contract shall not interfere with the terms and conditions set forth under this contract and all may be offered the contract rates described herein and will be subject to the franchise fee.

As stated in Section 1.2, The Contractor shall offer the City, a franchise fee for of the monthly amount billed for ALL solid waste and recycling services rendered per this RFP. Said franchise fee shall be due on or before the 10th day of each month.

3.4 Contract Period and Extensions

This contract shall become effective on August 1, 2015, and shall remain in full force and effect through midnight of June 30, 2020. In case of an emergency, an extension of up to one year may be agreed.

3.5 Performance Bond

The Contractor shall provide the City with a performance bond in the amount of five hundred thousand dollars (\$500,000.00), which shall be maintained in full force and effective throughout the term of this contract at the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the City and shall be subject to approval as to form and content by the City Attorney. The City shall be named on the Performance Bond.

The successful Contractor shall furnish the performance bond within ten (10) days of the awarding of this contract. This contract shall not be signed until the bond is received and is reviewed for acceptability by the City Attorney. At the discretion of the City, failure to furnish the required bond

within the time specified may be cause for rejection of the proposal and the award of the contract to another Contractor.

3.6 Independent Contractor

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

3.7 Accident Prevention and Notification

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the City, the Contractor shall immediately notify the City. Upon request of the City, the Contractor shall provide such accounting of details and/or copies of written accident reports as the City may require.

3.8 Damage

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any receptacle. All property which suffers damage (reasonable wear-and-tear accepted) caused by the Contractor, including, but not limited to sod, basketball hoops, mailboxes, refuse and recycling containers, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the City or property owner.

If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours and after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Such charges shall be deducted from the Contractor's monthly bill. Failure to comply with the provisions of this section may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

3.9 Minimum Specifications; Deviations

The specifications included in this package describe the services which the City feels are necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of a contract. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

3.10 Employees and Conduct

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this contract; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of a controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees are deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the City, the Contractor shall remove such employee from work within the City and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat, professional-like uniform. A uniform with company logo, employee name and company contact information is required.

All employees shall carry official company identification and shall present it upon request. All vehicle operators shall carry valid South Carolina state driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

Failure to comply with the provisions of this section may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

3.11 Non-Performance; Default

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, and if such lack of observance is caused by the fault or negligence of the

Contractor, and if such lack of observance is not due to extreme weather conditions or other acts of God, strikes, civil disorders, or circumstances beyond the control of the Contractor that prevent the timely accomplishment of its obligations, then the City shall reserve the right to determine if there has not been sufficient cause to justify such lack of performance. If in the City judgment sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary corrections, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The City further reserves the right to terminate this contract for such non-performance.

If the Contractor fails to provide or maintain in full force and effect the insurance coverage and performance bond required at any time during the term of this contract, this shall be deemed default, and the City shall serve notice of such default as stated above in this Section 3.11. If the Contractor has not corrected the default within the period of time allowed, as stated in the notice, the City shall reserve the right to terminate this contract.

3.12 Servicing Location and Points of Contact

The Contractor shall establish and maintain an office within Beaufort County through which it may be contacted directly, where service may be applied for, where the public and the City personnel may call in or send inquiries and complaints, and where the public and the City personnel may send and receive instructions. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated during normal hours of operation, Monday through Friday, except during holidays as listed in Section 3.16, or as otherwise directed by the City. The telephone service shall be local exchange or on a toll-free basis. The City will publicize the customer service telephone number(s) of the Contractor on the City's website. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for the use of the City personnel.

The Contractor shall provide e-mail addresses and a computerized on-line tracking system which may be used for resident to file complaints, request services, track requests, track response time, and resolution of issues. City staff must also have access and be trained on tracking system for performance and quality assurance of the contractor.

The Contractor shall identify the location, telephone number(s), and mailing address of the office, garage area, and any recycling processing facility or transfer station that will be used to service the City. The City reserves the right to visit and inspect such facilities with twenty-four (24) hour notice. The Contractor shall be responsible for a pro-active customer service communications plan and shall also notify the City of its designated contact person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such person(s) shall be available to

discuss, and if necessary, meet with residents and City's personnel to resolve problems. The City shall also designate its contact person(s), location(s), and telephone number(s).

Failure to comply with the provisions of this section may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

3.13 Proper Disposal or Processing

1. General Requirements

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and City laws, ordinances, and regulations.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse to a licensed disposal site, and shall be responsible for the payment of all tipping fees for refuse. The term "disposal" shall have different meanings. For refuse, it shall mean landfilling. The term "disposal" shall not include "processing" of recyclables. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to suitable processing sites.

All refuse and recyclables collected shall be removed from the City as soon as the materials are collected, but in any event no later than 7:30 p.m. of the date of collection.

2. Refuse Requirements

Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly-licensed and permitted landfill of sufficient capacity for the disposal of refuse. The contractor shall be solely responsible for compliance with all Federal, State, County, and City laws, ordinances, and regulations governing the disposal of refuse at such a landfill.

The Contractor shall furnish the name and location of the landfill and, if applicable, transfer station intended to be used during the term of this contract. Upon request of the City, proof that such facilities comply with all laws and regulations governing such facilities shall be furnished to the City. The City reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the City in advance of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity or disposal of refuse collected under this contract.

3. Waterfront Park Disposal Area

Each contractor will present a plan and necessary equipment to handle all solid waste and recycling materials now taken to the collection point at the Waterfront Park and will prepare a cost of service for all users of the same. Contractor may suggest a different location for this area and the City will consider any and all suggestions that will improve the area and benefit the users and residents.

3.14 Recycling Requirements

Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, or otherwise control, or have access to a suitable storage/processing facility for the purpose of sorting and/or preparing the collected recyclable materials to be marketed and sold, or the Contractor shall transport each recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing recyclables, or to a market itself.

The name and location of the facility(ies) of the Contractor, or its processor(s) or broker(s), or the market(s), shall be furnished to the City. The City shall have the right to visit and inspect the storage, processing, broker, and market locations during regular business hours with reasonable notice. The Contractor shall not be locked into taking the recyclables solely to the processor, broker, or market listed for each material on Schedule 3. It is the City's intent to have assurance from the Contractor that markets are available for the recyclables collected.

The Contractor shall be responsible for payment of all necessary processing costs for recyclables. Processing costs are defined to include, but are not limited to: any sorting, removal of contaminants and waste residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as the necessary supplies therefore as may apply prior to passing of title of the recyclables to another party for recycling.

No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the City's knowledge and authorization. Should such disposal occur without the City's knowledge and authorization, it may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions." Upon request of the City, evidence of appropriate sale of or transfer of title to the recyclables for recycling shall be furnished to the City.

Contractors shall be required to notify the City if it is readily apparent that a household continually is in violation of the City mandatory recycling ordinances. The Contractor shall furnish violator's address and the nature of said violations. Notification shall be made by letter, fax, telephone, or email. In every violation instance, the Contractor shall make an attempt to notify the property owner to reach a resolution to the situation before resorting to notifying the City.

3.15 Days of Collections

The Contractor shall state the day(s) of the week for which it is proposing to provide refuse and recycling collection, and furnish the City with a proposed route map in Schedule 5. Residential collection shall not be performed on Saturday, unless necessary per Holiday schedule discussed in Section 3.16. Collection shall not be performed on Sunday. However should emergencies arise due to weather the City reserves the right to waive the restrictions on Saturday and Sunday pickups.

The Contractor shall furnish one (1) refuse collection per household each week, and one (1) recycling collection per household for containers per every two (2) weeks. In addition to collection schedules identified in this section, the Contractor may also submit alternative proposals.

3.16 Holidays

For the purposes of this contract, the following holidays shall be deemed official holidays: New Year's Day; Memorial Day (fourth Monday in May); Independence Day; Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day.

Holiday schedules for New Year's Day, Independence Day, and Christmas Day are determined by the actual date, not by any Friday-before or Monday-after business holiday. Should one of these holidays occur during the Monday through Friday work week prior to or on the regular collection day, the collection day shall be rescheduled to the next working day, or on Saturday, as necessary, for that week only.

The Contractor agrees to inform residents of the change in schedule due to holidays through local media. No other change in the weekly schedule shall be allowed without prior written consent of the City. Any change in weekly schedule must be advertised by Contractor; Contractor must notify and advertise schedule of holidays.

3.17 Hours and Standard Collections

The Contractor shall not commence work under normal conditions before 6:30 a.m., and shall cease collection by 7:30 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns or similar hindrances. Failure to comply with the hours of collection as specified above may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

The Contractor's crews shall endeavor to work with as little noise disturbance and disruption to residents as possible. The Contractor's crews shall not play radios, tape players, or other sound amplification devices at volumes which disrupt area residents.

The Contractor's crews shall operate vehicles in a safe and responsible manner. Except in emergency situations, vehicle braking shall be performed in a slow, progressive manner. The Contractor's crews shall not abruptly stop or skid except in emergency situations.

The Contractor shall be responsible for collecting refuse and recyclables from the curbside. All such items shall be properly prepared as specified in this Section 3 as well as in Sections 4, 5, and 6. The Contractor shall not be responsible for collection of items that are not properly placed close to the curb (or in those areas without curbs, placing them in equivalent position); so that they are easily accessible to the collector. The exception to this rule shall be citizens that have provided the city with a bona fide doctor's excuse that deems them handicapped and incapable of delivering their solid waste to the curbside. In such cases the contractor shall provide collection services at a predetermined site that the resident can safely navigate to deliver their solid waste. **The contractor by a reasonable means (pavement marking, etc.) shall identify the resident as a "handicapped collection point"**. The City will provide the contractor with a list of existing "handicapped" locations and will provide the contractor with updates as to changes in status as they may occur in the future

The City agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

The Contractor shall return all refuse and recycling carts or bins at each stop to the general location at which they were found, except that carts or bins shall not be placed in the middle of driveways, in driveway aprons, directly in front of mailboxes, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. The Contractor shall be required to replace, at its own expense, any refuse and recycling carts or bins damaged through negligence or improper handling by the collection crew. The Contractor shall not throw, drop, or toss carts or bins. Should bins or carts have lids, it is expected that lids be closed after collection.

Pick-up from municipal locations shall be as listed in Section 2.1.

The Contractor shall handle all proper refuse and recycling carts or bins with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collecting or cleaning up refuse or recyclables litter that has blown, fallen, leaked, or been scattered from carts, bins, bags, bins, or containers through no fault of the collection crew. Failure to clean up spillage caused by the Contractor as described above may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

The Contractor shall furnish the City with a list of any and all household addresses subject to non-collection due to improper preparation of refuse or recycling for any reason. Such listings shall be delivered to the City by e-mail, telephone or facsimile by the close of the business day on the day in which they occurred.

3.18 Missed Pick-Ups and Complaints

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the City agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups. Failure to resolve any bona fide missed pickup within twenty-four (24) hours after a complaint or notification is received may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

In the event of valid complaints for other incidents, including, but not limited to, spillage of broken glass during collection of recyclables; items of refuse and/or recyclables dropped during collection; and the like that are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received. Failure to clean up within twenty-four (24) hours after a complaint or notification is received may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

The Contractor shall maintain a daily log of complaints received. Each month a copy of this log shall be furnished to the City. The monthly complaint log shall be due no later than 15 days after the close of the month.

The City's Public Works Director or designee shall be charged with the responsibility to arbitrate all unresolved service and rate disputes between the Contractor and City residents, and may conduct such fact-finding as is necessary to properly mediate disputes. The Public Works Director or designee shall have the authority to render a decision that is final and binding on all parties concerned.

3.19 Vehicles

The Contractor shall furnish a complete list of the vehicles to be used in servicing this contract according to the format of Schedule 2 attached to these specifications. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details to evaluate the Contractor's proposal, or to properly administer specifications of this contract. Upon request of the City, the Contractor shall demonstrate that collection equipment is suitable for the materials to be collected. The Contractor shall notify the City if there are any changes in the number of vehicles being used.

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on the City's streets which leak any fluids from the engine or compacting mechanism. Should any operating fluid or liquid leak from the vehicle for any reason, the Contractor shall be responsible for collecting or cleaning up such fluids and deodorizing the resulting spill.

If such fluids and stains are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Contractor for services rendered. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides and rear.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no refuse or recyclables leak, spill, or blow off the vehicles. Should any refuse or recyclables leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close openings, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Contractor for services rendered. Drain plugs, if applicable, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the City.

Solid Waste and recyclables shall not be commingled together. Failure to comply with the terms of this Section may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

3.20 Title to Refuse and Recyclables

Title to all refuses and recyclables shall pass to the Contractor when the materials are placed into the collection vehicle.

3.21 Notifications

Official notifications to the City, whenever required for any purpose under the contract, shall be made in writing and addressed as follows:

City of Beaufort/Finance Department/Attn: Purchasing/Contracts - 1911 Boundary Street, Beaufort, SC 29902

Official notifications to the Contractor, whenever required for any purpose under the contract, shall be made in writing and sent to the address listed on the Price Quotation sheet.

The Director of Public Works and the Contractor, shall be understood to mean the individual holding that position at any given time, or their designee(s). Either party may change the address to which notices for such party may be sent by furnishing written notice to the other party. All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully pre-paid. Notices delivered personally shall be deemed received upon delivery. Notices delivered by mail shall be deemed to have been given as of the date of the U.S. Postal Service postmark.

3.22 Data Collection and Reporting

The Contractor shall collect and maintain accurate data and records, and shall submit quarterly reports to the City of pertinent data on the refuse and recyclables collection program, including, but not limited to:

1. Total weight of refuse collected and number of refuse stops per month;
2. Recycling information per month (see Section 5.8);
3. Total weight of reusable items collected, number of units collected, and number of reusable item stops per month;
4. Number of bulk items collected per month;
5. A supply of variable sized containers of (e.g. 32, 64 and 96-gallon or containers within 10% of required size), shall be provided. Contractor shall provide the number of each type of container distributed, and addresses where such containers are in use.

The City reserves the right to request any or all of the above data by sanitation route. For the purposes of this, Section 3.22, a route shall mean each separate collection day.

In addition, monthly financial reports are to accompany the franchise fee payment. The financial report is to contain, at a minimum, the amount billed for residential, the amount billed for commercial, the amount billed for recyclable, and the amount of adjustments to billings, per category. In addition, quarterly financial reports are to contain, the amount of collected and the uncollectable per category – residential, commercial, recycling. The monthly financial reports are due with the franchise fee payment on the 15th day subsequent to the billing month. The quarterly financial report is due on the 15th day of the month following the quarter.

With reasonable notice, the Contractor shall permit the City or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all refuse and recyclables which occurs under this contract. The City also reserves the right to receive copies of tipping receipts, which shall be furnished upon request of the City.

Quarterly reports shall be due no later than 15 days after the close of the applicable month when it is due. At the request of the City, reports shall follow the format prescribed by the City. If collecting payments, Contractor shall provide Accounts Receivable information as required by the City.

The Contractor shall also provide such additional data, information, or statistical material concerning refuse and recyclables collection as may be reasonably requested by the City from time to time.

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amounts of the City's waste generation, diversion, and recycling or other reporting requirements as may be required by the State of South Carolina or other agencies during the term of this contract.

All reports, data, and information, once supplied to the City, shall become the property of the City to be used, as it shall solely determine without obligation to any person, firm, or corporation.

Failure to maintain and/or submit to the City all documents and reports as specified above may result in administrative action as defined in Exhibit I, "Schedule of Administrative Actions."

3.23 Local Improvements

The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse and recyclables to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the City or residents. The City agrees to work with the Contractor to resolve any problems due to construction activity.

3.24 Innovation, Pilot Studies, and Surveys

The City is willing to consider innovative aspects of refuse, recyclable, yard waste and brush collection, or to participate in pilot studies using a sampling of the service area. Any such innovations or studies presented, when proposals are submitted or at any time during the term of this contract, will be considered but are not mandatory. The City reserves the right to negotiate the effects and costs of any such innovation or pilot study, and none shall be instituted without the City's prior written approval.

The City may need or desire to do studies of sample areas of the City relative to recycling, yard waste and/or brush disposal and collection practices, including waste characterization studies. The Contractor shall agree to cooperate with such surveys. The City agrees to notify the Contractor in advance and to consult with the Contractor in conducting the survey so as to minimize any disruption of the Contractor's work.

3.25 State and County Disposal Legislation

The Contractor shall be aware of State of South Carolina and Beaufort County restrictions on disposal of certain wastes, and shall be responsible for compliance with such legislation. The Contractor shall be responsible for compliance with all pertinent solid waste regulations.

3.26 White Goods/Brown Goods/Bulky Items

The City specifications in this RFP include collection of White Goods, Brown Goods, and Bulky Items. The Goods collection service shall be available on a weekly schedule to be approved by the City. Collection shall be unlimited at a negotiated cost to the collection unit. **(A fixed lump sum annual amount for the first year and each subsequent year of the contract shall be submitted as a bid alternate in the price quotation. Another bid alternate would be pricing for Brown Goods and Bulky items to be charged directly to the resident requesting service).**

The Contractor shall produce and distribute a printed educational mailing or letter to households served by this contract prior to the starting date of this contract for the purpose of explaining the program. Such materials shall be provided at the Contractor's cost, including postage or distribution charges. The Contractor agrees to consult with the City in the preparation of the text of the material. The City shall be provided a reasonable extra quantity of the mailing for use by the City to include in welcome packets to residents establishing new occupancies following implementation of this program. Information contained in the mailing shall also be posted on the Contractor's website and the City's website.

Upon request from the City, and with reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program and to update citizens of services provided throughout the term of this contract.

3.27 Hauler Transition

Should the City choose a different hauler at the expiration of the contract, the Contractor shall agree to cooperate with the chosen hauler in an effective orderly transition. Transition costs to be paid by the new contractor.

3.28 Determination of Number of Dwelling Units

The Contractor shall provide the City a quarterly listing of dwelling units and commercial/industrial sites to which refuse and recycling services have been provided.

3.29 Meetings

After the contract has been awarded, the City and the Contractor shall hold a "Start-up" meeting, or meetings, to coordinate and implement conditions of the contract. Meetings shall be held in March of each year of the contract with the City and the Contractor to discuss and evaluate conditions and work performance per the contract. The Contractor shall also attend "Specific Issue" meetings as requested by the City.

3.30 Examination of Service Area

Contractors shall thoroughly educate themselves of all the conditions under which service is to be performed. To include the service area, and all other relevant matters pertaining to the service delivery required to be under the enclosed specifications, including, but not limited to, types of housing, population density, roads, traffic patterns, access, collection procedures required, labor required, and all other factors which could affect execution and completion of the work covered by this proposal.

Collection in the core commercial district primarily, the Downtown must be collected and the area vacated by 9:45am each day of collection.

The City street maps enclosed with these RFP documents outline the boundaries of the City. The City maps shall govern as the service area of this contract. Any changes to the boundaries or service area as the result of events including, but not limited to, annexations; zoning actions; site plan approvals; or construction, shall be communicated to the Contractor by the City.

Part 4 – Refuse Collection Specifications

4.1 Program Design

For the purposes of this Section, the term "unit" shall refer to each individual residential or commercial collection stop. A single-family residence would be one unit, a duplex would be two units, and so forth. It shall be specifically noted in cases where the stop is for a business or industrial property.

4.2 Base Rate

All proposals shall list the base rate on the enclosed Price Quotation Sheet, No. 1.

4.3 Alternative Collection Methods

It is the intention of the City that the refuse collection program continues as identified in Part 2 without any substantial changes (with the exception of vehicle style, make and model). Should the Contractor suggest alternative collection methods as a means to improve efficiency, such suggestions shall be indicated as part of the Price Quotation.

4.4 Compensation and Charges

The Contractor shall agree to provide the weekly/Bi-weekly refuse collection service specified in these documents, at the rates shown on Price Quotation, No. 1.

The Contractor at its discretion shall determine the responsible party for all billings and collections. The Contractor assumes all responsibility for refuse collections. The Contractor shall offer to negotiate with the City monthly franchise fee representing the agreed percentage of the total amount billed for services rendered pursuant to this RFP.

4.5 Landfill Tipping Fee

Contractors shall specify the name and location of the landfill to be used to dispose of refuse. Tipping fees for commercial solid waste shall be the responsibility of the Contractor and thus should be taken into consideration when negotiating commercial collection fees.

4.6 Collection Standards

In order for a unit to be collected, each such unit must be properly prepared.

In all cases which involve the collection of solid waste, proper preparation shall mean all refuse is contained within the container. The Contractor shall include in the proposal the means by which large household items or heavy commercial waste shall be prepared for collection.

The Contractor shall be required to provide a tagging system for refuse or debris that does not get collected. On the tag must be: means of explanation why the refuse or debris was not picked up, including, but not limited to, overcapacity overweight; use of overcapacity garbage can; improper preparation; unacceptable refuse; and the like.

The Contractor shall submit with the proposal an example of the tagging system to be used. The format and printed text on this tag must receive prior approval from the City. The Contractor shall keep records of the addresses where non-collections occurred and notify the City of those addresses monthly.

The current procedure for handling of certain refuse items is included in the RFP package as Section 2.3. It is intended that this list shall result in parameters of proper preparation equivalent to the definitions in Section 3.2. The Contractor may propose concurrence, alternatives, and/or additional suggestions for this list and the reasons therefore, which the City may include in this contract. It is recognized that no list can anticipate all possible circumstances arising from solid waste collection. The City and the Contractor agree to jointly establish reasonable administrative regulations as may be necessary to govern the collection of such refuse.

4.7 Special Pick-ups

The Contractor shall provide special curbside pick-up service for collection of large quantities of household refuse, which may be large household items, or move-in, move-out, or "clean-up" rubbish. Such service shall be by advance arrangement with residents at their request and cost, or by the request of the City.

The Contractor shall advise the resident directly of the terms of such pick-up (e.g., what materials will be collected; how they should be prepared; the date of the pick-up; and the like). Collection shall be unlimited, and at no extra cost to the collection unit. Cost for this service shall be specified as a lump sum annual cost in the Price Quotation.

The Contractor shall also offer container rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris that cannot be easily picked up at curbside. The terms of and charges and payment for, this service shall be arranged solely between the Contractor and the resident. However, nothing in Section 4.7 nor in these RFP documents shall be construed to prevent a resident from engaging the services of a hauler other than the Contractor for the collection described in this paragraph.

4.8 Unacceptable Refuse

It is intended that the Contractor shall not be responsible for collecting the following refuse in the residential program: automobile wheels and large automobile parts; automobile and other lead-acid batteries (collected under recycling program); toxic waste; hazardous waste, the transport and disposal of which is regulated by either the U.S. Environmental Protection Agency or the State of South Carolina Department of Health and Environmental Control; radioactive waste; household sharp medical waste; volatile and explosive waste; acids and poisons; gasoline, motor oil (collected under recycling program), and other flammable liquids; unhardened paint and other liquid wastes; lawnmowers, snow blowers and other similar gasoline engine powered equipment (collected under bulky collection program); computer hard drives, monitors, and miscellaneous electronic equipment (collected under bulky collection and/or recycling program); and any other material that the Contractor is legally unable to accept for collection.

This list is based upon typical household waste restrictions. The Contractor may propose concurrence or revisions to this list and the reasons therefore, which the City may include in this contract.

The Contractor shall tag any of these materials not collected in accordance with Section 4.6.

4.9 City Properties and Events

The Contractor shall provide weekly refuse collection services to the City properties listed in Section 2.1, as well as special pick-ups as necessary upon request of the City, at no charge.

The City reserves the right to include additional municipal buildings or facilities during the term of this contract.

The number and type of containers or dumpsters and their placement at each location shall be specified by the City, and containers shall be furnished at no charge by the Contractor during the term of this contract.

Upon request of the City, the Contractor shall furnish sufficient refuse collection containers and pick-up services for the duration of City sponsored special events and celebrations. Such containers and services shall be at no additional charge to the City. For the Water Festival and Shrimp Festival the Contractor shall contract directly with each Festival's organizer for services.

Part 5 –Recycling Collection Specifications

5.1 Program Design

For the purposes of this Section, the term "unit pricing" shall be understood to mean payment for service based on unlimited recycling material set out for collection. The charges for service shall include a base rate charge as specified in Section 4.2. The term "Single-stream" shall be understood to mean collecting all recyclable materials listed in Section 5.6 in one container for collection and processing.

The City reserves the right, however, to modify the format of the unit pricing program, in which case the City and the Contractor shall jointly negotiate the effects, terms, and charges for such modifications.

5.2 Base Rate

The City intends that each unit shall account for a base rate for recycling collection. This base rate shall include the cost of collection of one (1) Contractor-provided container bi-weekly or per week, however no limit is placed on the amount of properly prepared recyclables. The Contractor shall supply and distribute container sizes below and above the base volume upon request from residents at no additional charge.

The alternate base rate for using the City existing recycling bins shall include the cost of collection of recycling bins on a weekly collection.

All proposals shall list the base rate on the enclosed Price Quotations, No. 3.

5.3 Recycling Containers

It is the intent of the City that the recycling collection programs continue without any substantial changes, with the exception of including the potential container system. Contractor is required to supply containers.

As discussed in Section 5.2, each household may discard up to two 18 gallon bins (weekly) or 1 ninety-six (96) gallon container of recycling material every two weeks. However, for households which choose to dispose of more recycling material on a regular basis, the Contractor shall designate a minimum of two additional container sizes to be made available upon request (thirty-two (32) gallon and ninety-six (96) gallon.) Pricing for the collection of recycling containers shall be listed on the enclosed Price Quotations, No. 3.

Any containers damaged, destroyed, or which are missing, damaged, lost or non-existent at a new or newly purchased home shall be replaced by the Contractor at the Contractor's expense. In cases of loss or damage to containers due to the negligence of the household, the applicable household shall be responsible for the purchase of a replacement of an approved container. Such purchase shall be made by the household from the Contractor.

Proposals should specify the type, construction, and manufacturer of the container; procedures for the initial distribution of containers; and procedures which a resident must follow to obtain a different container size or replacement in case of damage to the container. The container shall be non-descript and shall become property of the City. The cost and distribution of the containers shall be included in the proposal quote prices. Before the containers are ordered by the Contractor, a copy of the container specifications shall be submitted to the City for approval and a sample container shall be provided. The approved container shall include a handle and wheels for moving the container.

The Contractor shall keep a sufficient quantity of containers in stock to provide to households being served. Containers for new service (or damaged or stolen) shall be supplied and delivered by the Contractor weekly. If the existing bin option is selected, bins for new service shall be supplied by the Contractor at the Contractor's expense.

5.4 Minimum Recyclable Materials to be Collected

At a minimum, the Contractor shall collect recyclable materials matching the City's current recycling program as outlined in Section 2.4. These recycling items shall be referred to as the basic recycling package for the purposes of establishing the price of the recycling program.

The Contractor shall make every effort to maintain a collection program that achieves, at a minimum, the State of South Carolina required pounds per person for collecting recyclables.

5.5 Additional Recyclable Materials Desired to be Collected

The City is seeking proposals to improve our recycling efforts and to expand the number of recyclable materials beyond the basic package to be collected. Such additional materials may include, but are not limited to, the following:

1. Poly-coated paper and aseptic packaging. This category is intended to address items using poly-coated paper stock, including, but not limited to, drink boxes, dairy cartons, and juice containers. Proposals should specify the nature of the materials that the Contractor is able to offer for collection.
2. Electronic products. Proposals should specify the nature of the electronic products (i.e., computers, televisions, stereos, video cassette recorders, and the like) that the Contractor is able to offer for collection and recycling. Proposals should also specify the type and frequency of the collection system (i.e. curbside, drop off, special collection event) and cost per collection.
3. Other materials. Proposals should specify the nature of the additional materials that the Contractor is able to offer for recycling. Other materials may include tires, drywall, plastic film, or batteries, providing that said material is actually recycled.

The City reserves the right to accept or reject any or all of the above categories for the recycling program that may be offered in proposals for collection. The City also reserves the right to phase in at a later date any of the material(s) that the Contractor may be able to offer for collection at the beginning of this contract, or to phase in any material(s) that the Contractor cannot presently offer but will be able to offer for collection during the term of this contract. The City reserves the right to accept or reject the inclusion of any additional material(s) at that time as well.

The introduction of additional material(s) which raise the cost of collection shall occur only on the anniversary date of this contract. The terms of such collection and any price adjustment that reflects the additional cost of collecting such material shall be mutually negotiated by the City and the Contractor.

If a material(s) is offered for collection at no additional charge, it may be added at any time during the term of this contract upon mutual written agreement of the City and the Contractor. Either party shall give at least ninety (90) days' notice to the other party of a proposed change covered by this Section 5.5.

5.6 Methods of Preparation and Collection

It is the intent of this proposal to allow the City to consider two alternatives for collection: single-stream collection (bi-weekly) and the current bin collection (weekly). The Contractor shall specify the manner in which the recyclables are then to be collected and sorted. The schedule for single-stream, every two week collection, shall be approved by the City.

In addition, the Contractor shall specify the method in which the recyclables are to be specifically prepared by the household for collection; including, but not limited to, issues of rinsing, label removal, flattening, removal of caps and rings, and the like.

5.7 Collection Standards

The Contractor shall collect approved recyclables under this contract at the curbside from each stop as designated herein. There shall be no limit to the volume of properly prepared recyclables that a household may place at the curbside to be collected by the Contractor, and the Contractor shall collect from all containers that are placed out. Residents may place recyclable materials that do not fit into the recycling containers directly adjacent to the container in clear plastic bags, and the collection crew shall also collect these materials. Such materials must be neatly bagged alongside the container and not strewn about haphazardly.

The Contractor shall be required to provide a tagging system for recyclables that do not get collected. On the tag must be means of explanation why the recyclables were not collected, including, but not limited to, contaminants; improper preparation; materials not accepted in program; refuse and/or yard waste mixed with recyclables; and the like. The Contractor shall submit with the proposal an example of the tagging system to be used, which shall be subject to the approval of the City.

Unaccepted or contaminated recyclable materials shall be returned to the cart or bin and shall not be left on the street or parkway. Unaccepted or contaminated recyclable materials shall not be collected with refuse.

The Contractor shall be responsible for the education or enforcement necessary to prevent the contamination of recyclables or other non-compliance that results in non-collection. The Contractor shall keep records of the addresses where non-collections occurred and notify the City of those addresses. The City agrees to take such steps as reasonably practical to protect the Contractor's ownership and the City interest in all recyclable materials placed at the curb for collection, including, but not limited to reasonable enforcement of an ordinance prohibiting unauthorized removal of such materials.

5.8 Data Collection and Reporting

The Contractor shall collect data and provide the City with a quarterly status report on the recycling collection containing the following information:

1. Total weight of each recyclable material commodity collected that month;
2. Average market price of each recyclable material commodity and the net revenues obtained that month;
3. Name and location of the processor, broker, or market for each commodity;
4. Number of recycling bin set-outs by week; and
5. Comments on market conditions, the collection program, and other pertinent issues. See Section 3.22 for additional requirements.

In addition, the Contractor shall provide data on the weight of recyclables collected from the City public facilities, by material, per month; or shall provide copies of pull tickets each time an item is collected that shows such data thereon.

5.9 City Public Facilities

The Contractor shall provide sufficient appropriate roll-offs, dumpsters, or containers and collection services at the City public facilities to conduct a viable recycling program.

Depending on the range of materials designated for curbside recycling, the City may request that additional materials be collected at the public facilities. The City shall specify the location of recycling containers and the materials to be collected depending on the physical space available. The City shall be permitted to attach reasonable identification and instructional signs to the containers. The public facilities shall not be used by the Contractor for storage, disposal, or processing of recyclable materials without express permission of the City. The Contractor shall pick up and empty the contents of containers on a regular collection schedule, and in addition, when containers are full within twenty-four (24) hours after the request of the City, and shall provide clean empty containers in return. The vehicle operator shall clean up any spills that may be caused by pick-up operations. Daily maintenance shall be provided by the City personnel. All material picked up from the City public facilities shall be appropriately recycled according to the provisions of Section 3.13.

The containers shall be furnished at no cost to the City. Processing costs should be included with processing costs for curbside recyclables.

The Contractor shall also provide container service for the drop off of yard waste materials at the Municipal Garage.

5.10 City Properties and Events

The Contractor shall provide recycling collection services to the City properties listed in Section 2.1, as well as special pick-ups as necessary upon request of the City, at no charge.

The City reserves the right to include additional City buildings or facilities during the term of this contract.

The number and type of containers and their placement at each location shall be specified by the City, and containers shall be furnished at no charge by the Contractor during the term of this contract.

Upon request of the City, the Contractor shall furnish sufficient recycling collection containers and pick-up services for the duration of the City sponsored special events. Such containers and services shall be at no charge to the City, and the Contractor shall retain all revenue generated from the sale of the recyclables.

5.11 Individual Freedom to Recycle

Nothing in Part 5 nor in this RFP document shall be construed to prevent residents from taking or giving recyclables generated from their own households to a recyclables drop-off center, buy-back center, or other recycling program of their choice independent of this collection service.

Part 6 – Hurricane Preparedness

6.1 Mission

To assist the City of Beaufort with the removal, collection, and disposal of debris following a hurricane, tornado, major storm, or other natural disaster, to mitigate against any potential threat to health, safety, and welfare of the impacted citizens, and expedite recovery efforts in the impacted area, as well as address any threat of significant damage to improved public right of ways. It is the City's goal to continue normal refuse collection as the debris is being removed.

6.2 Contractor's Responsibility

In the event of a natural disaster, the Contractor will be responsible for debris removal within the City limits of Beaufort as directed by the City. In the case of a major event, the City may choose to work with a designated contractor to pick up debris from major damage areas. The Contractor will be prepared to provide the equipment and personnel outlined below as directed by the City of Beaufort. The Contractor will work with the City's Emergency Management Team in the event of a natural disaster declared by the Governor.

6.3 Debris Removal Plan (Assessment)

- **Assessment of Damage by City's Damage Assessment Teams**
- **Prioritize road clearing tasks**
- **Estimate type of quantities of debris, i.e. C&D, Hazardous Wastes, Yard Waste**

Depending on size and scope of the disaster event, the Contractor may be required to obtain additional equipment, employ additional personnel, or work overtime hours to clean up resulting debris. The City's authorized representative will contact the Contractor to give notification of when to start work. This may include the pre-staging of additional equipment prior to an event to ensure that the contractor has the capacity to perform the required task associated with debris removal after the disaster to ensure expedited restoration of the City. The payment by the City of such collections will be made only according to FEMA requirements for reimbursement. It will be the contractor's responsibility to assure that all FEMA required data and record keeping for reimbursement is met. Failure to provide the required record keeping will affect the contractor's reimbursement from the City.

6.4 Debris Collection Method

The Contractor will deliver the following equipment under the under the direction of the City:

- Two (2) 30 cubic yard Clam type trucks
- Two (2) 32 cubic yard Rear End Load trucks, three people per truck
- Two (2) Roll-off Trucks with 30 or 40 cubic yard boxes and two (2) operators

If the City of Beaufort is threatened by, suffers a direct hit, or comes under the direct influence of a major hurricane, the following equipment shall be staged within the City of Beaufort for immediate response by the Contractor. Staging will occur when the OpCon level indicates that the threat is imminent:

- One (1) JD 325 (or comparable) track hoe with an operator
- Two (2) Rubber tire front end loaders with grappler attachments/operators
- Two (2) 30 cubic yard Clam type trucks
- Eight (8) Roll-off trucks with operators
- Twenty five (25) 30 and 40 cubic yard boxes to sufficiently support roll-off trucks so there is no interruption or delays in loading operations

Debris Reduction Sites (DRS) are determined by Beaufort County and located in the unincorporated areas of the county. These locations will determine travel time for vehicles transporting debris. DRS will NOT be located within the City because DRS activities include grinding, smoke and the possibility of toxic fumes cause by burning. The City's limited open spaces are in too close proximity of homes. In the likelihood of the presence of other storm response contractors retained by Beaufort County, coordination and cooperation between said contractors and the Contractor shall be established to provide the most efficient and best possible relief for the City of Beaufort. The City Manager or the designee shall establish response priorities.

Contractor shall be responsible for tracking, monitoring, and reporting all debris removing expenses and efforts to the City of Beaufort in a format that is acceptable for FEMA reporting and reimbursement.

Additional rental equipment may be added as needed. All collection operations will be at the direction of the City of Beaufort.

In the event of a major storm, residents should be made aware that it might be some time before neighborhood streets are fully cleared of debris. The Contractor will provide collection schedule and make every effort to notify residents of debris collection schedules. No field orders shall be made for missed yard-waste or missed bulk-waste until a designated time as set by the City of Beaufort.

6.5 Methods of Collection

- Solid waste debris staging areas will be established in Beaufort County. The Contractor will deliver debris to the approved County sites as directed by the City.
- Trucks will make one pass through every grid section per collection cycle.
- Collection efforts will continue until it is determined that all storm-related debris has been removed.
- Regular yard-waste and bulk-waste collection operations will continue post-storm.
- Loose storm debris will be collected **separately** from bagged yard-waste.
- Contractor will pick up post-storm debris placed beside the street/curb on the roadways regularly traveled by Contractor's vehicles.

The Contractor will produce and retain all necessary documentation as required by the City in a format acceptable to FEMA for reimbursement.

6.6 Debris Removal Plan (Records)

- Initiate Record Keeping Process
- Retain time sheet/payroll records
- Maintain vehicle log used for debris operations
- Document debris collection truck inspections and load tickets
- All procurement actions, invoices, and reimbursements documents should be marked as storm related.
- Photo and video logs of debris collection efforts
- All correspondence and meeting minutes
- Records will be retained in a central location

6.7 Reimbursement for Storm Debris

The City shall pay the Contractor upon submission of proper invoices, the prices proposed herein for services rendered and accepted. The Contractor must provide the equipment costs per hour which will include all labor necessary to operate the equipment. The Contractor will adjust any equipment fees if they exceed those allowed for reimbursement from FEMA. Rental Equipment (if needed) will be charged at the actual cost plus an operator labor to be negotiated prior to acquiring equipment. The Contractor must provide rates for pre-staging equipment to the pre-staging areas. The Contractor must also provide a recurring monthly fee in consideration for the covenants and obligations of the Storm Debris Removal Plan. This fee will be included in the monthly invoice. The proposed rates and recurring monthly fee must be provided in No. 5 of the Price Quotation Sheet.

6.8 Security for Performance

To insure the faithful performance of this agreement, the Contractor will provide the City with an annual renewable performance bond in the amount of fifty thousand (\$50,000) with a surety company acceptable to the City. This performance bond will be separate from the regular solid waste and recycling performance bond.

Part 7 –Submission Requirements

7.1 Proposal Package

All Sections of this RFP are integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work.

The awarded contractor’s proposal and this RFP shall be come incorporated into the Contract.

7.2 Response to this Request for Proposal Must Include the Following:

Those interested in providing Solid Waste and Recycling Collection and Disposal Service must submit one (1) unbound Original, three (3) bound copies, and one (1) digital copy of the proposal and the proposal must include the items specifically enumerated in Part 8. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a Respondent’s profile or brochure.

1. Proposal Development

- i) **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of a contract, shall be the responsibility entirely and exclusively by the proposer.

- ii) **Proposal format:**

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional proposals, past experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order:

- (1) The first section of the proposal shall include a transmittal letter which shall include:
 - a. The RFP subject and RFP number in which Proposer is submitting.
 - b. Name of the Proposer responding, including mailing address, e-mail address, telephone number, and name(s) of contact person.
 - c. The names and titles of the company's principles.
 - d. The name of the person or persons authorized to make representations on behalf of the Proposer, binding the vendor to a contract.
 - e. The number of years the company has been in business providing these services.
 - f. The type of organization of the company. (i.e. Corporation, Partnership, Sole Proprietorship)
 - g. Prepare an executive summary stating the Proposer's understanding of the services included in this RFP including an affirmative statement that Proposer will provide the necessary resources to provide the highest level of service to the City, its residents, businesses, patrons and visitors. Include any general information the proposer wishes the City to consider about the proposal. The executive summary may comment on any specification or part of the RFP documents.

- (2) The second section of the proposal shall include the Price Quotations Sheet. Submitted prices are binding for 120 days from the date of the bid opening. Any proposal specifying a shorter acceptance time may be rejected and deemed non-responsive proposal.

- (3) Proposer must :
 - a. Provide a list of Municipalities or Communities in the State of South Carolina for which the Contractor furnishes or has furnished refuse and/or recycling collection for a period of at least one year within the last three years. Refuse programs should indicate if any are volume based programs. Use the form provided, labeled Schedule 1.
 - b. A complete list of the Contractor's vehicles to be utilized in the City during the performance of this contract. Use the form provided, labeled Schedule 2.
 - c. A list of the intended materials, current processing costs, and markets for recyclable materials to be collected under this contract. Use the form provided, labeled Schedule 3.
 - d. A list of all facilities to be utilized under this proposal, including but not limited to sanitary landfill facilities, transfer stations and material recovery facilities. List must include the name of the facility, type of facility, and address of the facility.
 - e. A signed proposal. Use the form provided, labeled RFP Signature Page. Contractors should use extra copies of schedules or supplemental sheets as necessary to supply information.

7.3 Proposal Package

As specified in Section 3.5, a performance bond is required confirming that the bidding contractor has the support of a Surety Company and is qualified to provide these services.

7.4 Additional Documents

Additional Documents are included on Pages 58-71 of the RFP and include the following:

- i) RFP Signature page (must be signed in ink)
- ii) Ethics in Public Contracting Certification
- iii) Non-Collusion Affidavit
- iv) Small/Women-Owned/Minority Business Enterprise Form
- v) Price Quotation Sheet
- vi) Schedule 1: List of South Carolina Municipalities Served
- vii) Schedule 2: Equipment Inventory
- viii) Schedule 3: Recyclable Materials Collection List
- ix) Schedule 4: Sample Monthly Collection Report
- x) Exhibit I: Schedule of Administrative Actions
- xi) Exhibit II: Current Refuse & Recycling Collection Route Map

Part 8 – Evaluation Criteria

8.1 Evaluation Process

The City will evaluate proposals based on the factors outlined within this RFP, which shall be applied to all eligible, responsive proposals in selecting the lowest responsible bidder. The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the Proposer as it deems appropriate.

8.2 Lowest Responsible Bidder

Contract shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the City shall consider:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

8.3 Evaluation Criteria

It is the City’s intent to contract with one Contractor to provide Solid Waste and Recycling Collection and Disposal Services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest responsible bidder. The City reserves the right to accept or reject any and all bids that is in the best interest of the City. The scoring of the proposals by the City’s RFP Evaluation Committee shall be based on the respondent’s qualifications including, but not limited to the following:

1. Financial Stability of the Contractor (maximum 15 points)

Contractor will include authoritative documentation of their financial soundness and stability. Company should include the last two (2) annual audited financial statements.

2. Compliance with the Essential Minimum Experience and Qualifications of the Contractor (maximum 50 points)

- a. Collection Experience: Demonstrated experience of company providing the requested or similar services to other jurisdictions. If the Contractor is a joint venture, demonstrated experience of parties working together will be required.
- b. Service Initiation/Transition Experience: Demonstrated experience of company's ability to implement new collection services and obligations that are similar to the City of Beaufort's services in comparable sized communities.
- c. Customer Service Systems: Demonstrated capabilities of customer services system's abilities to track and monitor contract compliance, quality of collection service, and call center responsiveness and to report data required by the Contract.
- d. Collection Approach: Reasonableness and reliability of the proposed collection methods (e.g., technology, equipment, and containers). How you will incorporate the new operation; reasonableness of productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics), if applicable; and reasonableness of assumptions.
- e. Diversion Ability: The nature, reliability, and innovation of proposed diversion programs and potential of such programs to divert solid waste from landfill/incinerator disposal.
- f. Public Education & Promotion Program: Compatibility of the proposed education program, staffing level, and program ideas with the needs of the City and the requirements of the Contract; and the quality of public education samples relative to recycling.
- g. Customer Service: Compatibility of customer service approach and convenience, staffing levels, and training programs and capabilities of the call center and customer service software system with the needs of the City, which will demonstrate customer satisfaction with established service levels.
- h. Implementation Plan: Reasonableness of implementation schedule and ability to meet deadlines (e.g., reasonableness of equipment procurement schedules, implementation staffing levels, new corporation or maintenance yard development, and contingency plans).

3. Cost of Services (35 points)

- a. Contractor's reasonableness of Cost Proposals: Logical relationship between proposed costs and operation assumptions, franchise fee proposed, and percentage of recycling revenue.
- b. Value to City of Beaufort: The level of value provided given the relative cost for that service.

The City may choose to interview one or more company responding to this RFP. The City reserves the right to request and obtain, from one or more companies, supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

Part 9 – Checklist of Submittals

- _____ Transmittal Letter Signed by an authorized officer or employee of the Offeror
- _____ Completed Price Quotations Sheet
- _____ Proposed Route Map (if different than existing route map used by the City)
- _____ An example of the tagging systems to be used for each of the following: non-collected refuse and recycling
- _____ Schedule 1: List of South Carolina Municipalities/Communities Served
- _____ Schedule 2: Equipment Inventory
- _____ Schedule 3: Recyclable Material Collection List
- _____ One (1) original, four (4) bound copies , and one (1) digital copy of proposal
- _____ Certificate of Insurance Coverage
- _____ Last (2) annual audited financial statements
- _____ RFP Signature Page signed in ink
- _____ Ethics in Public Contracting Affidavit
- _____ Noncollusion Affidavit of Prime Proposer
- _____ Small/Woman-Owned/Minority Business Enterprise Form
- _____ Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding (if applicable)

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 1911 Boundary Street, 2nd Floor, City Hall, Beaufort, South Carolina 29902.

PROPRIETARY INFORMATION

The proposers are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Beaufort, South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

REQUIREMENTS

The successful vendor shall comply with all instructions and shall perform services in a manner to commensurate with the highest professional standards by qualified and experienced personnel.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ENTIRETY

This RFP in its entirety, any addenda, and any exhibits, schedules, and forms attached thereto shall be incorporated into the contract between both parties as to the matters contained therein. Any oral representations or modifications concerning this RFP shall be of no force and effect.

ASSIGNMENT

The successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the proposer receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the proposer for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked firsts shall be formally terminated and negotiations with the proposer ranked second shall be conducted. The City reserves the right to cease contract negotiations if it is determined that the lowest responsible bidder cannot perform services specified in their response.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this contract be taken or held to be a waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be a waiver of any specification itself.

CHANGE IN SERVICE AMENDMENTS

If the City wishes to change the type of service provided during the term of this contract, including, but not limited to, type of material collected, method of handling, method of collection, and/or stops served, the City shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in a written agreement executed by the parties. Should the Contractor and City not be able to agree to new terms affected by a City Council approved change in the services, the City has the option to terminate the contract and procure these services.

This contract may be otherwise modified or amended only by mutual consent of both parties and by a written agreement executed by the parties.

FORCE MAJEURE

The successful vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

EQUAL EMPLOYMENT OPPORTUNITY; AMERICANS WITH DISABILITIES ACT

During the term of the contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act and the Americans with Disabilities Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, disability, or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this contract.

CONFLICT OF INTEREST

In the event of failure of the successful vendor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the successful vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the successful vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the successful vendor. The successful vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City requested information and data for this purpose. The City reserves the right to reject any proposer if the evidence submitted by or investigation of the proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Proposer will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the proposer's own risk.

INDEMNIFICATION

The successful vendor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury or death, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful vendor's negligent performance or nonperformance of the terms of the contract. The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any liability or claims of liability resulting solely from the negligence or willful misconduct of the City, its agents, or employees.

The Contractor shall indemnify the City for all damages resulting from disposal of waste in any landfill or incinerator.

INSURANCE

The vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the Finance Department. The Vendor shall include the City as an additional named insured on both the General Liability and Automotive Liability insurance policies. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend and hold harmless the City and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the City or vendor on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting vendor's liability, the vendor shall secure and maintain throughout the term of the contract the following types of insurance with at least the limits shown.

The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the City has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful vendor.

Certificates of insurance must be included in the proposal.

- a) Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- b) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- c) South Carolina Workers' Compensation Insurance: The successful vendor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits
Employers Liability Insurance - \$500,000 - Each Accident
\$500,000 - Disease Each Employee
\$500,000 - Disease Policy Limit

- d) Umbrella Liability Insurance – Required at \$3,000,000 limit per occurrence.
- e) Professional Liability Insurance: If providing a professional service, the successful vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein:\$1,000,000 per occurrence.

The successful vendor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance

company from liability for non-notification of cancellation of the insurance policy are not acceptable.

The successful vendor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful vendor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for proposal. It shall be an affirmative obligation upon the successful vendor to advise the City at fax number 843-525-7013 or by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should successful vendor cease to have insurance as required during any time, all work by the successful vendor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

DEDUCTIBLES, CO-INSURANCE PENALTIES, & SELF-INSURED RETENTION

The successful vendor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

SUB-CONSULTANT'S INSURANCE

The successful vendor shall agree to cause each sub-consultant employed by the successful vendor to purchase and maintain insurance of the type specified herein, unless the successful vendor's insurance provides coverage on behalf of the sub-consultant. When requested by the City, the successful vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

TITLES OF RFP SECTIONS

Section headings inserted throughout the specifications in this RFP package are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

CITY BUSINESS LICENSE

The successful vendor must obtain all business license(s) required by the Beaufort City Code and ordinances. A Business License is not required to submit a statement of proposals. However, any vendor that receives an award under this RFP shall be required to obtain a City Business License before work can begin. All subcontractors that are involved in the project must obtain a City of Beaufort business license. Anyone who is not classified and paid as a W-2 employee for the successful bidder must obtain a City of Beaufort business license. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Beaufort City Business License Department at (843) 525-7025.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

In the event that either the Contractor or the City defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the successful vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The successful vendor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or City Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance. The contract shall be construed and enforced in accordance with the laws of the State of South Carolina, both as to interpretation and performance. Any references to a specific law in this contract shall be considered a reference to any amendment or modification of such law. In addition, any provision required by law shall be deemed to be incorporated herein. The parties consent to the jurisdiction of the Beaufort County Court in Beaufort County, South Carolina, and with respect to any proceeding arising out of this Agreement and agree that any action relating to this contract shall be instituted and prosecuted in the Beaufort County Court.

RIGHTS RESERVED BY CITY

This RFP is not a tender and does not commit the City in any way to select a Proposer, or to proceed to negotiations for a Contract, or to award any Contract. The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NUMBER OF COPIES OF CONTRACT

This contract may be executed in any number of photocopied counterparts, all of which shall be considered an original for all purposes.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the proposer shall include the attached Non-Collusion Affidavit duly signed by a principal of the vendor certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-consultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Beaufort to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the successful vendor agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract. To this end, every proposer with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. The form can be found online at:

<http://www.sctax.org/NR/rdonlyres/237372ED-DC22-4893-A75E-0CEDEBB8B9F6/0/l312.pdf>

If your company is not presently registered with the appropriate state office, you may indicate the intent to do so should your company be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP NO. 2015-110

PROPOSER'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposals and Contract Documents.

Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

Proposer has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address: Post Office Box: _____ Zip: _____
Street: _____ Zip: _____
City: _____ State: _____
Telephone: _____ Fax: _____
Email: _____

*Signature: _____ Title: _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name: _____ Date: _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

1. He/She is _____ (title) for/of _____ (company/business), the Proposer that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Proposer;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or sub-consultant in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20____

ITS: _____
TITLE

Notary Public for _____ (state)

My commission expires: _____

By: _____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF _____)

COUNTY OF _____)

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

1. He/She is _____ of _____, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, company or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, company or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposal, or to fix any overhead, profit or cost element of the bid price or the bid price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

(signed)

(title)

SWORN to before me this _____
day of _____, 20_____

Notary Public for _____(state)

My commission expires: _____

By: _____
(signature)

PRICE QUOTATIONS SHEET

1. REFUSE COLLECTION FOR CITY OF BEAUFORT

Refuse collection pricing per unit per month to be provided allowing weekly collection of maximum 96 gallon container:

	OPTION 1	OPTION 2	OPTION 3 If Awarded both Options 1 & 2	
	Single Family and Duplexes	Multi-Family Complexes above 2 Units and Commercial Properties	Single Family and Duplexes	Multi-Family Complexes Above 2 Units and Commercial Properties
Total Estimated Number of Units:	4,500 Units	300+/- Units	4,500 Units	300+/- Units
Volume:	Up to 96 Gallons	Up to 96 Gallons	Up to 96 Gallons	Up to 96 Gallons
FY 2016-2018 (price/unit/month)	\$	\$	\$	\$
FY 2019 (price/unit/month)	\$ TBD	\$ TBD	\$ TBD	\$ TBD
FY 2020 (price/unit/month)	\$ TBD	\$ TBD	\$ TBD	\$ TBD

Price per additional 96 Gallon Container: _____

2. WHITE/BROWN/BULKY GOODS COLLECTION (Lump Sum Bid Alternate)

A fixed lump sum pricing per year to be provided allowing weekly collection of unlimited amounts of White/Brown/Bulky Goods.

	OPTION 1	OPTION 2	OPTION 3 If Awarded both Options 1 & 2	
	Single Family and Duplexes	Multi-Family Complexes Above 3 Units and Commercial Properties	Single Family and Duplexes	Multi-Family Complexes Above 3 Units and Commercial Properties
Total Estimated Number of Units:	4,500 Units	300+/- Units	4,500 Units	300+/- Units
Volume:	Unlimited	Unlimited	Unlimited	Unlimited
FY 2016 (price/year)	\$	\$	\$	\$
FY 2017 (price/year)	\$	\$	\$	\$
FY 2018 (price/year)	\$	\$	\$	\$
FY 2019 (price/year)	\$	\$	\$	\$
FY 2020 (price/year)	\$	\$	\$	\$

3. RECYCLING COLLECTION FOR CITY OF BEAUFORT

Recycling shall be provided to Single Family, Duplex, Multi-Family and Commercial units. Recycling collection pricing shall be based on two alternative collection methods, with an optional third alternative to be proposed by the Contractor.

Alternative 1: 18 Gallon Bin collection method. Collection every week.

Alternative 2: Single-stream recycling using curbside container / cart. Collection every 2 weeks.

Alternative 3: To be proposed by Contractor.

	Alternative 1	Alternative 2	Alternative 3 (Optional)
Container Supplied by:	Contractor	Contractor	Contractor
	4,500 Residential Units, 300+/- Commercial/Multi- Family Units	4,500 Residential Units, 300+/- Commercial/Multi- Family Units	4,220 Residential Units, 300+/- Commercial/Multi- Family Units
Volume:	Up to 18 Gallons (Weekly Collection)	Up to 64 Gallons (Bi-Weekly Collection)	Specify:
FY 2016 (price/unit/month)	\$	\$	\$
FY 2017 (price/unit/month)	\$	\$	\$
FY 2018 (price/unit/month)	\$	\$	\$
FY 2019 (price/unit/month)	\$	\$	\$
FY 2020 (price/unit/month)	\$	\$	\$

Price per additional 18 Gallon Unit: _____

Price per additional 64 Gallon Unit: _____

4. YARD WASTE COLLECTION FOR CITY OF BEAUFORT

Yard Waste collection pricing per residential property per month to be provided allowing weekly collection of unlimited amounts of yard waste:

	Single Family and Duplexes
Total Estimated Number of Units:	4,500 Units
Volume:	Unlimited
FY 2016 (price/property/month)	\$
FY 2017 (price/property/month)	\$
FY 2018 (price/property/month)	\$
FY 2019 (price/property/month)	\$
FY 2016 (price/property/month)	\$

5. STORM DEBRIS REMOVAL

In the event of a natural disaster, the Contractor agrees to charge the following prices for equipment costs per hour which will include all labor necessary to operate the following equipment:

Equipment	Hourly Rate
Clam Trucks	\$
Rear Load Compaction Trucks	\$
Roll-off Trucks	\$
Track Hoes	\$
Rubber Tired Loaders with Grapple	\$

The Contractor agrees to charge the following rates for delivery of equipment to the pre-staging areas:

Equipment	Rate
Clam, Rear Load and Roll-off Trucks	\$_____ per vehicle
Roll-off Containers	\$_____ per container
Track Hoe and Rubber Tire Loaders	\$_____ each
Track Hoes	\$
Rubber Tired Loaders with Grapple	\$

In consideration of everything described in Part 6 – “Hurricane Preparedness” the Contractor submits a monthly recurring fee of \$_____ per month to provide storm debris removal in the event of a natural disaster.

6. BILLING AND COLLECTION RESPONSIBILITIES

Billing and collection responsibilities shall be at the discretion of the City. The Contractor shall offer the City, a franchise fee for the monthly amount billed for ALL solid waste and recycling services rendered per this RFP. Said franchise fee shall be due on or before the 15th day of each month. For more details, see Part 3 – General Specifications.

The Contractor submits a franchise fee of _____% if awarded the billing responsibilities for all solid waste services described herein this RFP.

The Contractor submits the following _____% of the net revenues earned from Recycling.

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, necessary to provide services as described herein, according to the requirements of the Procurement and Contracting Documents, for the Prices proposed in this Price Quotation Sheet:

*Signature: _____ Title: _____

Printed Name: _____ Date: _____

SCHEDULE 1

LIST OF SOUTH CAROLINA MUNICIPALITIES SERVED

Municipality/Area Served	Approximate Population	Years Serviced From - To	Refuse Collection Y or N	Recycling Collection Y or N	Contact Person, Phone Number, and Email Address

Check all that apply; indicate if any refuse programs are volume-based programs. Use additional sheets if desired. When listing Municipality served, please give priority to communities similar in size/demographics to Beaufort.

SCHEDULE 2
EQUIPMENT INVENTORY

List information relative to all vehicular equipment to be utilized in performance of this contract.

List refuse, recycling and reusable item collection vehicles in separate groupings.

Contractor's Unit Number	Owned! Leased! Proposed	Manufacturer & Chassis Model	Gas! Diesel	Year	Body Type	Capacity (Cubic Yards & GVWVWR)	Radio Dispatched	Estimated Useful Life

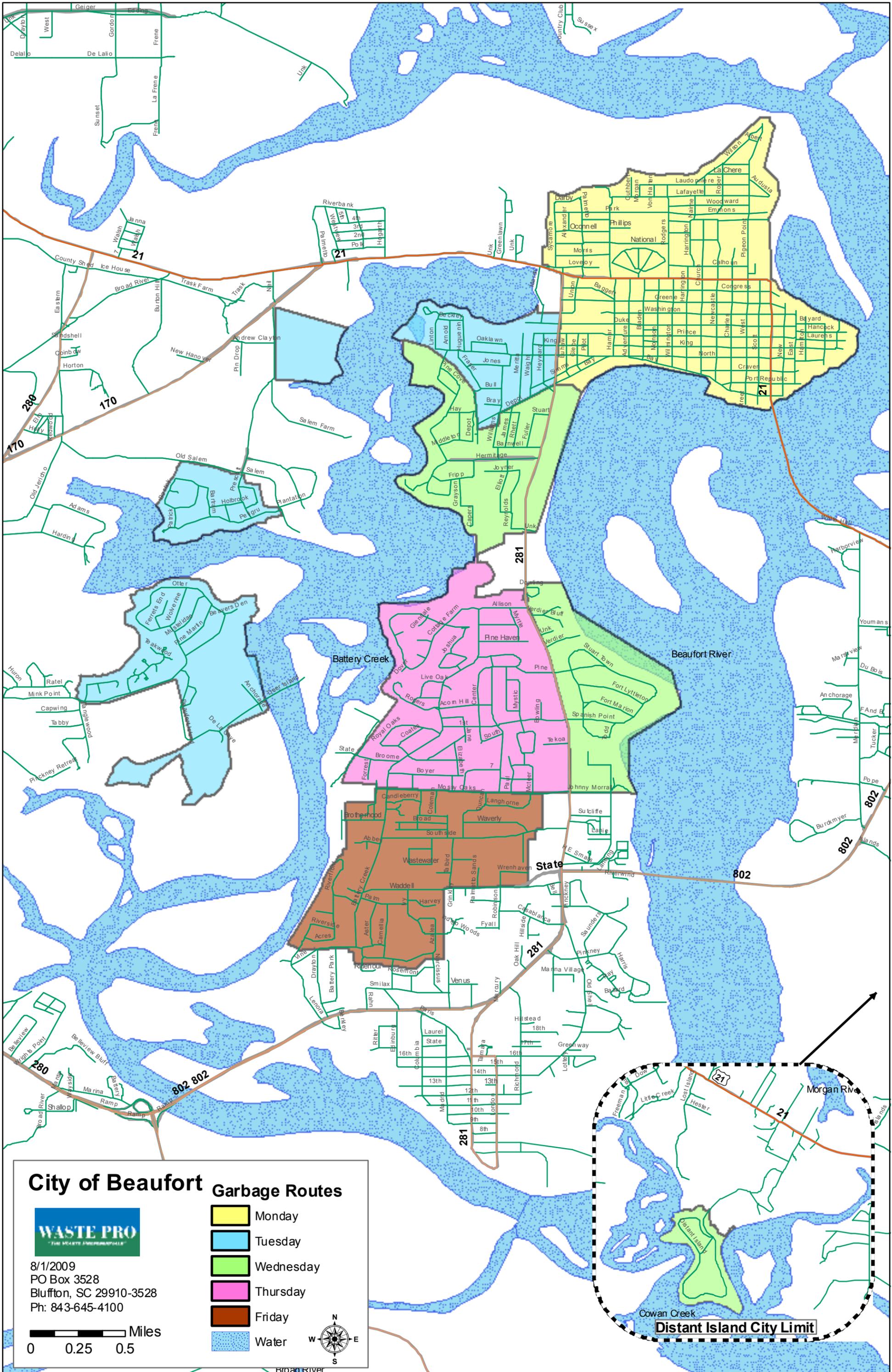
SCHEDULE 3

RECYCLABLE MATERIALS COLLECTION LIST

	Material	Collection		Proposed Buyer and Location of Market
		Yes	No	
1.	Newspaper			
2.	Mixed Paper			
3.	Corrugated Cardboard			
4.	Glass			
5.	Aluminum Cans			
6.	Steel Cans			
7.	PET Containers			
8.	HDPE Containers			
9.	PVC Containers			
10.	LDPE Containers			
11.	PP Containers			
12.	PS - Rigid			
13.	PS - Foam			
14.	OTHER Containers			
15.				
16.				
17.				
18.				

EXHIBIT I: SCHEDULE OF ADMINISTRATIVE ACTIONS

1	Commingling solid waste with recyclable materials	\$100 per incident, per location
2	Failure to clean up spillage caused by the contractor	\$50 per incident, per location
3	Failure to repair or replace container damage caused by the contractor or its personnel	\$50 per incident, per location
4	Failure to maintain equipment in a clean, safe and sanitary manner	\$100 per incident, per location
5	Failure to have vehicle operators licensed properly	\$100 per incident, per location
6	Failure to maintain office hours as required by this contract	\$100 per incident, per location
7	Failure to maintain and/or submit to the Municipality all documents and reports required under the provisions of this contract	\$100 per incident, per location
8	Failure to properly cover materials in collection vehicles	\$100 per incident, per location
9	Failure to display contractor's name and phone number on collection vehicles	\$100 per incident, per location
10	Failure to comply with the hours of operations as required by this contract	\$100 per incident, per location
11	Failure or neglect to complete each route on the regular scheduled pick-up day	\$1,000 for each route not completed
12	Changing routes without proper notification	\$100 per incident, per day
13	Failure to deliver any waste or recyclable material to the appropriate designated facility	\$1,000 per incident
14	Failure or neglect to provide collection service to any dwelling unit in the service area	\$100 per incident, per location

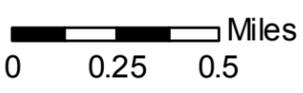


City of Beaufort

Garbage Routes



8/1/2009
 PO Box 3528
 Bluffton, SC 29910-3528
 Ph: 843-645-4100



- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Water

