

**SECTION I:
INSTRUCTIONS TO CONTRACTORS**

1. SCOPE OF WORK

The contractor shall provide, in a good workman like manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the Town with complete refuse collection, removal and disposal and to complete said work in accordance with the provision. The Town currently has approximately 1351 residential customers billed and collected by the Town and approximately 279 commercial customers billed. The residential waste and yard debris collection are to be collected once per week. Commercial waste in collected once or twice per week depending on the customer.

2. PREPARATION OF THE PROPOSAL

A mandatory pre-bid conference will be conducted on June 6, 2018 at 10:00 a.m. in the council room, at 401 N. Longstreet St., Town Hall. A representative of each firm that intends to propose must be present at this meeting to allow that firm an opportunity to submit a proposal. Failure to show will result in automatic disqualification.

Only the services listed in this Request for Proposal and included in addenda will be considered.

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

Three (3) copies of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste Collection Proposal". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Town shall consider informal any proposal not prepared and submitted in accordance with the provisions hereof.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered. Any proposal submitted by a firm not represented at the mandatory pre-bid conference will not be opened, and shall be returned to the company submitting the proposal.

Sealed proposals must be submitted by 3:30 pm on Wednesday, June 20, 2018 to the Finance Director's office and will be publically opened at that time.

3. PROPOSAL SECURITY

Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to 20 Thousand Dollars (\$20,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the Town and the selected Contractor which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the Town and the selected Contractor have executed the Contract, or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

A letter shall accompany the Proposal from a corporate surety satisfactory to the Town stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful Contractor will be required to furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond must be in an amount equal to the full contract price, but said bond may provide for a pro rata reduction therein annually, over the term of the Contract.

The Contractor shall pay premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of South Carolina.

4. EVIDENCE OF INSURANCE

The Contractor will indemnify and save harmless the Town, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. Town will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the Town before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000	

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Town to the Contractor by certified mail, return receipt requested.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the Town and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal security may be declared forfeited to the Town as liquidated damages and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the Town may elect. Such forfeited security shall be the remedy of the Town.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his Proposal or to the Contract. The Town shall make all such documents available to the Contractors.

Except with respect to events or conditions, which are not discoverable, the Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Town.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the Town in writing, via certified mail, and if explanations are necessary, a reply shall be made in the form of an Addendum, via certified mail. A copy of this Addendum will be forwarded to each Contractor. Every request for such explanation shall be in writing. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

10. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

11. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Town reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

The Town will require submission **with the Proposal** of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Contractor is in good standing under the laws of the State of South Carolina, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of South Carolina or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the Town, that the Contractor firm has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing. The Town reserves the right to waive this requirement if it is considered in the best interests of the Town.

12. QUALIFICATIONS OF CONTRACTOR

In the event that the Town shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the Town, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to the Town, that Contractor's experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.

- (d) Such additional information as will satisfy the Town that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualifications requirements of this Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

13. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as availed by financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.

14. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential unit per month. For purposes of this bid, assume that all commercial customers are picked up once per week. **Proposals will be compared on the basis of the summation of the rates proposed, not on any one-price group. An overall assessment by the Town to determine which proposal is in their best interest will be the sole determining factor in selecting a successful proposal.**

15. QUANTITIES

The current quantities for the number of residential units are estimate based on known customers at the time of advertising the RFP. It is the responsibility of the Contractor to survey the Town for use in preparing the proposal. The Contractor may wish to utilize his own or other estimates and to provide for growth or shrinkage factors. See attachment A.

16. METHOD OF AWARD

Any alteration, erasure or interlineations of the Proposal shall render the proposal irregular and subject to rejection by the Town. The Town intends the Contract be awarded within ninety (90) days following the date Proposals are publicly opened and read.

The cost of the Proposals shall be determined using the following methodology:

Residential:

\$ _____	per residential roll cart X 1349 residents =	\$ _____
\$ _____	per residential yard debris X 1349 residents =	\$ _____
	Total for Residential work	\$ _____

Commercial:

\$ _____	per commercial roll cart X 187 customers =	\$ _____
\$ _____	per 4 cubic yard container X 28 containers =	\$ _____
\$ _____	per 6 cubic yard container X 13 containers =	\$ _____
\$ _____	per 8 cubic yard container X 40 containers =	\$ _____
	Total for Commercial work	\$ _____

19. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the Town calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

20. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

24. TERM

The term of service shall be three (3) years, with two (2) one-year renewal option pending agreement of both parties. Should either the Town or Contractor elect not to renew and extend the contract for an additional one year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

25. REMUNERATION

Contractor shall quote a rate for service per household, and for mobile home carryout, and duplexes, per month. The Town shall bill these Units, and shall pay the Contractor on a monthly basis; such remittance to be received by Contractor within 15 days of receiving the monthly statement. Contractor shall be entitled to payment for all services rendered.

- (a) Base Rate adjustments for changes in the (i) CPI (as defined below) and (ii) Fuel Index (as defined below) will be considered by the Town no more than once per year during the term of this Contract, during the month of February of each Contract Year. Contractor must receive approval from the Town for such Base Rate increases, which approval shall not be unreasonably withheld. Contractor's request for an adjustment in the Base Rates for increases in the CPI and the Fuel Index shall be

calculated as follows:

- (i) Contractor shall first calculate the percentage of change in the Consumer Price Index, published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final December CPI index of the then current year and the published final December CPI index of the immediately preceding year (the "CPI Component").
 - (ii) Contractor shall also calculate the percentage of change in the cost of diesel fuel during the prior 12 month period, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast, published on the last Monday of each December of the Contract Year ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. Contractor shall calculate the percentage of change in the price of diesel fuel between (i) the average price of diesel fuel from the aforesaid website published for the last Monday of December of the then immediately prior year (the "Initial Fuel Base") and (ii) the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of December of the current year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base"). The Initial Fuel Base utilized for May of 2006 shall be \$3.754 per gallon. The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 13%, and the product thereof shall be the "Fuel Adjustment Component."
 - (iii) The CPI Component and the Fuel Adjustment Component shall be (i) added together, and (ii) then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing July 1 of the current Contract Year.
- (b) The Town shall, within thirty (30) days after Contractor's request for a Base Rate adjustment, advise Contractor of its approval of an increase in the Base Rates effective as of July 1 of the then current year, or disapproval of Contractor's request. If the Town fails to render its decision within such thirty (30) day period, the request shall be deemed approved. The Town's approval of Contractor's request for an increase in the Base Rates, as calculated above, shall not be unreasonably withheld.

Additional Adjustments. Contractor shall also be entitled to request an increase in Base Rates from time to time during the term of this Contract, and upon thirty (30) days' written notice to the Town, to reimburse Contractor for increases in costs due to any capital and/or operating expenditures, including taxes, fees and surcharges required or imposed solely by federal, state or municipal law, regulation, rule, permit, or permit condition, that were not imposed directly because of the action or inaction of Contractor.

SECTION II:
GENERAL SPECIFICATIONS

2. 1.00. DEFINITIONS:

- 2.1. **Bag or Bags and Small Containers:** Customer supplied plastic sacks and small container, designed to store Garbage with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag or Small Container and its contents shall not exceed 35 pounds.
- 2.2. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar yard waste and materials, termed "Yard Debris", specifically excludes limbs which are greater than five (5) feet in length for five (5) inches in diameter, and specifically excludes debris resulting from services of a Commercial Service Provider.
- 2.3. **Bulky Waste:** White Goods, furniture, loose brush greater than five (5) feet in length or five (5) inches in diameter, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, will not be the responsibility of the contractor.
- 2.4. **Collection Order:** A verbal or written notice (at the City's discretion) delivered by the Town to Contractor advising Contractor of a missed collection pursuant to Section 6.04 below, and requesting Contractor to correct such missed collection; provided, notwithstanding the above, notices relating to events described in Sections 6.04(d)(i), (ii) and (iii) must be in writing.
- 2.5. **Roll Cart:** A receptacle utilized at a Residential Unit with a capacity of 90 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The total weight of a Container shall not exceed fifty (50) pounds and must be wheeled. The Town will furnish all Roll Carts, provided the containers currently being used will be utilized by the Contractor. Any substantial replacement will be negotiated with the Contractor.
- 2.6. **Contract Administrator:** That person, or his designee, designated by

the Town to administer and monitor the provisions of this Contract.

- 2.7. **Customer:** The owner or tenant of a Residential Unit, located within the Town's service area, and identified by the Town as being eligible for and in need of the services provided by the Contractor under this Contract.
- 2.8. **Disposal Site:** any other duly permitted sanitary landfill selected by Contractor and approved by Town, in its reasonable discretion. Tipping fees are being negotiated with the County and will be a part of this contract. Currently the Town does not pay tipping fees.
- 2.9. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.
- 2.10. **Commercial Unit:** All businesses and establishments, including multi-family dwellings for more than 3 families, churches, offices, including manufacturing facilities, premises, locations or entities, public or private, within the service limits of the Town.
- 2.11. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 2.12. **Residential Unit:** A residential dwelling within the service area of the Town occupied by a person or group of persons comprising not more than 3 families.
- 2.13. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 2.14. **Service Area:** All area contained in water service area as identified on Attachment B
- 2.15. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2.00 TYPES OF COLLECTION

REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL COLLECTION & PROCESSING

- (a) 2.01 **Residential Hand Collect Collection:**
 - (i) Contractor shall collect all Residential Waste generated at a Residential Unit and placed in Bags and/or Containers, one (1) time per week during the term of this Contract servicing the same customer on the same day of the week.
 - (ii) Construction Debris generated at a Residential Unit shall be deemed Commercial Waste.
- (b) 2.02 **Commercial Collection Roll Cart or Dumpster**

Contractor shall collect all Commercial Waste generated at a Business Unit and placed in Containers, one (1) or two (2) times per week during the term of this Contract servicing the same customer on the same day of the week. Commercial pick up collection numbers per week will be determined by customer request and will be set unless service is adjusted. Businesses requiring Dumpsters shall be serviced based on the type and size of the business and according to mutually accepted by the parties. Maximum weekly service for any dumpster utilizing business shall be 16 cubic yards.

- 2.16. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations, and may charge for the collection of any Unusual Accumulations on a case-by-case basis. Charges for Unusual Accumulations shall be billed by and paid directly to Contractor, unless mutually agreed upon between the Town and the Contractor.
- 2.17. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

Storm Debris: The parties understand and agree that in the event of a hurricane, tornado, storm, natural disaster, or other such event, the cleanup from such events may require additional equipment, additional personnel, or require existing personnel to work overtime hours to clean debris resulting from the event (“Storm Debris”). The collection and disposal of Storm Debris is not included within this Contract, and shall be governed by a separate, written agreement to be negotiated by the parties, containing terms acceptable to both parties, in each party’s sole discretion. The Town shall give the Contractor the first right and opportunity to enter such negotiations with the Town, and both parties agree to conduct such negotiations in good faith

3.00. COLLECTION OPERATION

- 3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.
- 3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
- 3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the Town. The Town shall be provided route collection maps and container locations.
- 3.04 Holidays: The following shall be holidays for purposes of this Contract:
- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - Martin Luther King Jr. Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet his obligation as required. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next regular collection day following the holiday.**

- 3.05 Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The contractor shall be responsible for maintaining a log of complaints, and provide the Town on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The Contractor will maintain a 24 hour, toll free line adequately advertised to the public for customer complaints.
- 3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the Town nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the Town service area, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The Town may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. Vehicle may be stored at Town Hall if requested by the Contractor.

- 3.08 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the DHEC and/or the USEPA.
- 3.10 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Water Department Supervisor at Town Hall so that proper notice can be given to the customer at the premises to properly contain refuse.
- 3.11 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the Town, in writing, of such condition and of his inability to make collection.
- 3.12 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- 3.13 Protection From Scattering: Each vehicle shall be equipped according to SCDOT law to prevent leakage, blowing or scattering of refuse onto public or private property. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Town and the State.

5.00 INDEMNITY

The Contractor will indemnify and save harmless the Town, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. Town will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

8.03 SOLE REMEDY

The Town's sole remedy for breach of contract under this Contract or failure to perform shall be to make demand under the terms of the Performance Bond.

9.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the liability of the Contractor.

10.00 OWNERSHIP

Title to Refuse shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

11.00 BILLING

- (a) Town shall provide billing and bill collection services for Residential and Commercial Units during the term of this Contract.
- (b) The Town shall notify Contractor in writing of any Customer that has failed to pay the Town for waste collection services, and Contractor, upon written direction from Town, shall cease servicing such delinquent Unit's until notified by the Town.
- (c) The Town shall be entitled to receive free waste disposal and access to free containers for the annual Pig Picking event and for 8 additional Roll Carts at Gilland Park from April 1 to October 30 during the current contract year.

13.00 BOOKS AND RECORDS

The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

14.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, Town shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from Town to remedy any failure to perform. Should Town deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, Town may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of the Contract. Should Town still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the Town Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Town Council makes a finding that Contractor has failed to provide adequate refuse collection service for Town, or has otherwise substantially failed to perform its duties hereunder, the Town Council may terminate this Contract.

15.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the Town, at:

Town of Kingstree
401 N. Longstreet St.
Kingstree, SC. 29556
ATTN: Town Manager

If to the Contractor at:

ATTN: _____
(TITLE)

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

16.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

17.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

**SECTION III:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL,**

BASE BID:

Residential:

\$ _____ per residential roll cart X 1349 residents = \$ _____

\$ _____ per residential yard debris X 1349 residents = \$ _____

Total for Residential work \$ _____

Commercial:

\$ _____ per commercial roll cart X 187 customers = \$ _____

\$ _____ per 4 cubic yard container X 28 containers = \$ _____

\$ _____ per 6 cubic yard container X 13 containers = \$ _____

\$ _____ per 8 cubic yard container X 40 containers = \$ _____

Total for Commercial work \$ _____

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE TOWN OF KINGSTREE
FOR SOLID WASTE COLLECTION AND DISPOSAL BY:**

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

_____ INDIVIDUAL; _____ PARTNERSHIP; _____ CORPORATION

_____ JOINT VENTURE

CERTIFIED STATEMENT

I, _____, authorized representative for _____ hereby certify that the following supporting data, as outlined in the Town of Kingstree, SC, Request for Proposal on Solid Waste, Section 12: COMPETENCY OF CONTRACTOR, Section (a) through (d) is true and complete and shall be used in determining whether our company is a qualified, responsible vendor.

Print Name

Signature

Company Name

State of _____
County of _____

Before me, _____, the undersigned authority, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 1997.

Notary Public, State of _____