City of
Tega Cay, South Carolina
www.tegacaysc.org
7725 Tega Cay Drive
Tega Cay, SC 29708
Phone: 803.548.3512
Fax: 803.548.1400

PROPOSAL OVERVIEW

DATE: July 8, 2022

DESCRIPTION OF WORK: Collection and Disposal of Residential Solid Waste and Residential Recyclable Materials

PERIOD OF CONTRACT: October 1, 2022-September 30, 2027, with the option to renew for two (2) consecutive (2) year terms.

ISSUING AGENCY: City of Tega Cay
7725 Tega Cay Dr.
Tega Cay, SC 29708

LOCATION OF SERVICE: City of Tega Cay

CONTACT PERSON: Charlie Funderburk, City Manager
803-548-3512
cfunderburk@tegacaysc.gov

The City of Tega Cay reserves the right without prejudice to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the City. It also reserves the right to be the sole judge of the suitability of any and all proposals for use by the City.

The City of Tega Cay reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals or proposals which are uncertain as to terms, delivery, quantity of compliance with specifications.

PURPOSE AND DESCRIPTION

The City of Tega Cay is accepting sealed proposals from qualified Offerors for the Collection and Disposal of Residential Solid Waste and Recyclable Materials.). A **Mandatory Pre-Proposal Conference** will be held on **10:00 AM EST, August 5, 2022**. local time at lower level Glennon Center, 15077 Molokai Dr., Tega Cay, South Carolina. Proposals will not be accepted from any prospective Bidder absent from this pre-proposal meeting.

All responses to this request must be received no later than **2:00 PM EST, August 26, 2022**. Qualifications received after this date and time shall be returned unopened.

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SCOPE OF WORK

The following specifications shall apply to all solid waste collections. Specifications unique to Schedules I and II are listed separately.

1. Definitions
    a. Area Miss – Multiple Valid Misses at multiple Units that occur generally along a street block, in a neighborhood/subdivision, in a section of a street and/or a neighborhood/subdivision, and/or a combination of the preceding.
    b. Bulky Items – Bulky items include general residential debris not defined in nine (9) garbage and includes but is not limited to "white goods". Bulky items do not include construction or renovation materials or products even if by homeowner.
    c. Cart - A plastic receptacle for the storage of either Municipal Solid Waste or recyclable material with wheels and lid with a capacity of 96 gallons (for Municipal Solid Waste or recyclable material) that are clearly marked.
    d. Construction Debris (C&D Waste) - Waste building materials resulting from construction, remodeling, repair or demolition operations.
    e. Contract Documents - The Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
    f. Contractor - The person, corporation or partnership performing collection and disposal under contract with the City.
    g. Damage – A fee levied by the City upon the Contractor for a circumstance as mentioned in these General Specifications, in a dollar ($) amount as specified in these General Specifications.
    h. Disposal Site - A Municipal Solid Waste depository designated by York County including but not limited to sanitary landfills, transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Municipal Solid Waste for processing or final disposal.
    i. Garbage – Dead animals of less than ten (10) pounds in weight that have been slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not limited to, other foods containers; and all

putrescible or easily decomposable waste; animal or vegetable matter which is likely to attract flies or rodents, but excluding sewage and human waste.

j. Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint, paint cans and items containing Freon or chlorofluorocarbons.

k. Industrial Waste - Solid Waste generated by industrial processes and manufacturing.

l. Medical Waste – Any Solid Waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste or those substances excluded from the definition of Solid Waste.

m. Municipal Solid Waste – Solid Waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private Solid Waste service. Municipal Solid Waste never includes Hazardous Waste, Special Waste, Medical Waste, or Solid Waste from mining or agricultural operations.

n. Producer - An occupant of a Residential or Small Non-residential Unit who generates refuse.

o. Recyclable Material(s) or Recyclables - All material currently, or in the future, accepted for collection at York County Recycling Centers. The recyclables materials to be accepted as of July 1, 2022 are shown in Exhibit A. These materials may be modified from time to time.

p. Refuse - All non-putrescible waste.

q. Residential Unit - An occupied dwelling (whether a single-family home or a multi-family unit) within the corporate limits of the City requiring curbside collection. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

r. Repeat Missed Collection – For a Unit, a Request for Service or a Valid Miss that occurs more than once in a thirty - (30) day period; may also refer to a Repeat Missed Collection in an Area Miss.

s. Request for Service – A “Request for Service” means any reported or any discovered missed collection from any one (1) location at the time it is reported or discovered. Once any route has been completed, or is scheduled to have been completed, any Unit missed will be designated as a Request for Service, regardless of the time of day.

t. Small Non-residential Unit - A small business operation utilizing up to two (2) rollout containers. Businesses requiring use of three or more rollout containers or dumpster units are excluded from the terms of this Contract.
u. Solid Waste - All solid and semi-solid Garbage, Refuse, and Rubbish/Trash, but never (a) Hazardous Waste or Special Waste, (b) the other items excluded under the Exclusions paragraph of this Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), or (f) source, special nuclear, or by product materials as defined by the Atomic Energy Act of 1954 as amended (68 STAT.923).
v. Special Waste - Solid Waste that can require special handling and management, including White Goods, whole tires, used motor oil, lead acid batteries and Medical Wastes. Also, all treated/de characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off spec chemicals; sludges; spill cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.
w. City - City of Tega Cay, South Carolina.
x. Unit - A Residential Unit as defined herein.
y. Valid Miss – A Request for Service that has not been collected by the times specified in Section 4.6.2, and that upon investigation by City employees, is determined that it was missed by Contractor negligence or omission.
z. White Goods - Refrigerators, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.
aa. Yard Debris- All tree trimmings, dead plants, weeds, leaves, and dead tree debris not exceeding five feet (5') in length, five inches (5") in diameter and/or fifty pounds (50 lbs.), whichever is applicable.

2. Scope of Work
The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. Actual quantities for collection shall be adjusted during the first month of the contract and shall be based upon a unit count survey which will be coordinated and/or conducted concurrently by both the Contractor and the City. Contractor may also adjust the unit count monthly to accommodate new residents in new homes or businesses upon approval from the City. Contractor shall transmit a list of these additions to the City along with the corresponding invoice.
3. Type of Collection

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a. Service Provided - Bidders must bid on providing Residential Solid Waste & Recyclables Collection.
    i. Residential Solid Waste Collection (Curbside 1/week) - To collect from approximately 4,573 residential units at curb, from carts, one time each week on a schedule. Any occasional overflow placed on top or to the side of the cart may be collected. Contractor shall provide one (1) 96-gallon Cart for Municipal Solid Waste to each Residential Unit (included in the rate set forth in Contractor's Proposal) no later than the beginning of the contract. The successful Bidder will be responsible for replacing all existing carts at every service address with their carts. These carts will be approved by the City of Tega Cay with regard to durability, color, seal placement and size. The maintenance and upkeep of these carts listed above shall be the responsibility of the successful Bidder for the life of the five-year contract. This maintenance shall include repair of wheels, axles, lids, and the replacement of damaged or broken carts. If the Unit requests an additional cart for Municipal Solid Waste the Contractor shall provide this additional cart to the customer and shall be billed by the contractor directly to the customer.
    ii. Residential Recycling (Curbside bi-weekly) - The City currently maintains a successful curbside recycling program. The items to be included in the curbside pickup as of September 30, 2022, will include those materials delineated in Exhibit A. Curbside pick-up should be one (1) time bi-weekly at approximately 4,573 residential locations within the City of Tega Cay. One (1) 96-gallon Cart will be provided for each residential unit (included in the rate set forth in the Contractor's Proposal) no later than the beginning of the contract. The successful Bidder will be responsible for replacing all existing bins at every service address with their carts. These carts will be approved by the City of Tega Cay with regard to durability, color, seal placement and size. The maintenance and upkeep of these bins listed above shall be the responsibility of the successful Bidder for the life of the five-year contract. This maintenance shall include repair of wheels, axles, lids, and the replacement of damaged or broken carts.

        If the Unit requests an additional cart for recycling the Contractor shall provide this additional cart to the customer and the Contractor shall be responsible for billing the customer directly for the additional cart.

        The successful bidder will be responsible for the education of the participants of the program (i.e., the Units) and for providing educational

programs to any group which may request such a program. The successful bidder will also be responsible for promoting/advertising the program and will submit an outline of this program for approval. This program may include, but may not be limited to, door hanger, radio and newspaper advertising, etc. The successful bidder should also target their advertising to groups that are showing lower participation rates in an effort to get the whole community involved in the program instead of just those who are willing to participate at the onset.

4. Exclusions – The Contractor shall not be required to collect, transport, dispose of, or otherwise handle, Construction Debris, dead animals, Hazardous Waste, Medical Waste, Special Waste, Industrial Wastes, Yard Waste, Bulky Items, toxic substances, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not included in the definition of Municipal Solid Waste or Recyclable Materials as defined in the City's Code of Ordinances.
5. Municipal Service Locations - Included as part of this Agreement, Contractor shall provide and collect Municipal Solid Waste and Recycling for City facilities, at no additional charge, once each week or as otherwise agreed to (Note the number of carts required at each location will vary but should be provided at no charge). The Contractor is responsible for replacement of existing carts and bins with their carts. There will be no additional charge for the following municipal sites during this contract period:
    a. City Hall: 1 garbage cart & 1 recycling cart
    b. Police Department: 6 garbage carts & 2 recycling carts
    c. Public Works: 10 garbage carts
    d. Tega Cay Fire Station 1 & 2: 4 total garbage carts
6. Location of Materials for Collection - All Municipal Solid Waste & Recyclable Materials shall be containerized, bagged (Municipal Solid Waste only), bundled, or neatly placed within their respective carts and shall be placed at curbside for collection a minimum of three (3) feet from possible nearby obstructions. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Carts and Bins shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Carts shall be placed with consideration given to obstructions on all sides and above. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any item not so placed.
7. Back Door Service - Elderly and disabled persons will be required to place on file with the City Clerk, a formal request that they are unable to move the Cart to the curb, a note validating as such signed by a licensed medical professional, and these locations will require back door service. Backdoor service is limited to Municipal Solid Waste pickup only and all Municipal Solid Waste must be bagged and containerized. Persons receiving

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Back Door Service shall not exceed twenty Units or one percent (1%) the total Units receiving Residential Service, whichever is lesser, within the City.

8. Reporting - Contractor shall prepare a monthly written report which shall include but not be limited to:
    a. Number of Units participating with addresses
    b. New service locations with addresses
    c. Weights and/or volumes of each material collected (i.e Municipal Solid Waste & recyclable materials)
    d. Percent of participation for recycling services
    e. Year to date totals for the above

    This report should be in a form which can easily be used for meeting the reporting Requirements of the South Carolina Solid Waste Management Annual Report, and shall be submitted electronically to the City Manager, or his designee, on no less than a quarterly basis.
9. Operation
    a. Area to be Served - Any contract awarded will cover all of the area within the present corporate limits and any areas annexed during the period of the contract. The City currently contains approximately 4.5 square miles, 4,573 households, and an estimated population of 12,742 persons.
    b. Hours of Operation - Collection shall not start before 6:00 a.m. or continue after 8:00 p.m. on the same day. Exceptions to collection hours shall be affected upon the mutual agreement of the City and Contractor.
    c. Routes of Collection - Collection routes should be determined by the City and the Contractor. The Contractor may from time to time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Residential Units.
    d. 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

        The current policy for collection is to shift back one day. All subsequent collection days would also be affected, and a Saturday collection would be required. The regular schedule should be reinstated on the following Monday.
10. Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the

collection of the Refuse or Recyclable Materials not collected within 72 hours after the complaint is received.

11. Requests for Service
    a. Upon the receipt of a Request for Service, the City will notify the Contractor immediately, through the issuance of a Request for Service, with the date and address where the Request for Service occurred.
    b. When Contractor's equipment operators are collecting solid waste based on Requests for Service, they shall be responsible for checking other locations in the same vicinity for other possible misses in order to prevent additional calls from other Customers reporting collection misses.
    c. The Contractor shall collect solid waste based on Requests for Service and shall transport the materials to the appropriate and approved disposal facility.
    d. The Contractor shall notify (via electronic communication) the City, through its response to the Request for Service, of the date and time that collection was completed.
    e. Collection Equipment - The Contractor shall provide an adequate number of vehicles for regular collection services.
    f. Collection Vehicle Cleaning- All collection vehicles must be kept clean, in sanitary condition, and good repair at all times. The Contractor shall ensure that all collection vehicles are washed as required to reduce possible odor and vector problems. Contractor's collection vehicles shall also be empty of all Municipal Solid Waste prior to collection of Recyclables and shall be empty of all Recyclables prior to collection of Municipal Solid Waste. The Contractor's equipment operators shall clean out the area behind the packer blades after each load has been removed.
    g. Vehicle Leaks & Spills - Minimizing hydraulic fluid and oil leaks and spills on public or private streets and parking lots is a high priority for the City of Tega Cay. The Contractor shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid or oil present upon the public or private streets or parking lots in accordance to the following standards.
    h. The Contractor's collection vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem. The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with any federal, state, and local laws and regulations, of all oil spills and hydraulic fluid or other leaks associated with its provision of services. In the event of a spill or leak, the Contractor shall immediately notify the City and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard,

the Contractor shall also immediately notify the City and/or other required public safety personnel. The City and the Contractor will evaluate the spill or leak to determine proper handling. The City must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The clean-up must commence as soon as possible but no later than twenty-four (24) hours following the spill or leak. After application of absorbent materials is complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The Contractor shall notify the City when the clean-up is completed so that a follow-up inspection can be conducted to ensure that the clean-up has been completed to the satisfaction of the City. Any fluids associated with the spill, or the cleanup shall be recovered for proper disposal and shall **NOT** be released into the stormwater system.

i. In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs and continues on collecting the route spreading hydraulic fluid or oil throughout the subdivision road system, the Contractor shall be subject to Damages in the amount described in Sections 4.9.3 and 4.9.4.
j. In the event that Contractor does not commence clean-up of any spill or leak within the time specified above, the Contractor shall be subject to Damages in the amount of one thousand five hundred dollars ($1,500) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.
k. If the Contractor fails to initiate proactive measures necessary to reduce the frequency and severity of vehicle leaks or spills, including those listed in Sections 6.4.a to 6.4.c, the Contractor shall, in addition to the Damages described above, be subject to the following Damages:
l. One thousand dollars ($1,000.00) for each leak or spill during any one- (1) month period in which there were two (2) to five (5) leaks or spills;
m. One thousand five hundred dollars ($1,500.00) for each leak or spill during any one- (1) month period in which there were six (6) or more leaks or spills.

12. Vehicle Identification - Each Contractor vehicle will be clearly identified with the Contractor name, a vehicle number, and the Contractor's telephone number that can be clearly read from a distance of 100 feet.
13. Property Damage – As between the City and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the Contractor. In the event of any property damage caused by the Contractor, the Contractor shall:
    a. Immediately notify the City by telephone followed by electronic communication.

b. Leave a written notice at the time of the damage at the location where the damage occurred, informing the Customer of the damage and the telephone number of the Contractor to call for follow-up.
c. Provide a written explanation to the City of the circumstances, results of any investigation, and disposition of the claim.
d. If the customer submits a claim of damage to private property to the contractor the contractor shall notify the Customer within ten (10) working days in writing of the disposition of the claim and provide a copy to the City. If the Contractor assumes responsibility for the damages, the notification shall include a date by which remedial action will be completed.
e. The Contractor shall use its best efforts to promptly and expeditiously resolve claims. In the event that the Contractor denies responsibility for damages and the Customer pursues a remedy, the City may investigate. If the City believes that the Contractor is responsible and the Contractor continues to deny responsibility, the City may pursue, and the Contractor shall present evidence to the City supporting its denial, whereby a Contractor's representative and the City Manager will meet and resolve the claim.
f. Accidents – The Contractor shall immediately notify by telephone the City of all vehicular accidents in which there is serious personal injury or a fatality.
g. Uniforms - The Contractor shall at all times provide uniforms, with identification of company and employee, for all drivers and attendants.
h. Office - The Contractor shall maintain an office or such other facilities through which it can be contacted. This office shall have a local telephone number upon which the Contractor can be reached, and it shall be equipped with sufficient telephones and staff and shall have responsible individuals in charge from 9:00 a.m. to 5:00 p.m. on regular collection days. The responsible individuals shall be knowledgeable about the collection policies of the City of Tega Cay and shall be courteous and responsive to all residents. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times. The phone number of the Contractor's supervisor of operation must be supplied to the City.

   During non-working hours, the Contractor shall provide an answering machine, answering service, voice mail, or other means by which a message from a residential unit or small commercial unit can be left with the Contractor during non-business hours.
i. Drug Free Work Place - The Contractor agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this contract.

j. Hauling - All collected materials hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

k. Disposal - All Municipal Solid Waste & Recyclable Material shall be disposed in accordance with the rules and laws of York County and the State of South Carolina at site and locations designated by York County. Unless otherwise approved by the City of Tega Cay disposal sites will be mandated under the attached interlocal agreement between the City of Tega Cay and York County. Contractor shall never intermingle material in its collection vehicles collected within the City of Tega Cay with material collected outside the corporate limits of the City of Tega Cay. Contractor shall be responsible for paying all landfill disposal charges.

l. Point of Contract - All dealings, contacts, etc., between the Contractor and the City shall be directed to the Contractor's local designee for City contact and to the City Administrator, or his/her designee.

14. Compliance With Laws

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor. In the event that the collection of any Municipal Solid Waste or Recyclable Materials, or the disposal of Municipal Solid Waste at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of Refuse or Recyclable Material shall be eliminated from this Contract.

15. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin and shall comply with all applicable provisions of the Americans with Disabilities Act. Any complaints of discrimination against the Contractor must be fully investigated by Contractor's management and if involving a recipient of service, the report must be provided to the City.

16. Indemnity

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incurred by its officers, agents, servants and employees arising out of the negligent act or omission or willful misconduct of Contractor or out of Contractor's performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of the Contract or the willful misconduct or negligent act or omission of the City, its officers, agents, servants and employees.

17. Licenses and Taxes

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The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes owed by the Contractor required by the City, State of South Carolina, and York County.

18. Term
The Contract shall be for a five (5) year period beginning on October 1, 2022, and ending five (5) years thereafter, provided however, that the term of this Contract may be extended for two (2) additional terms of three (3) years each at the option of the City, on the same terms and conditions herein. Upon written notice by the City to the Contractor, not less than one hundred and twenty (120) days prior to the termination of the then current term, the City may opt to extend the Contract with the Contractor by giving written notice to the Contractor of the City's election to exercise the applicable extension. The City shall not be required to continue the services provided by the Contractor after the initial sixty (60) month term.
19. Insurance
The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage and shall file such certificates on an annual basis with the City. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The required insurance coverage amounts are as follows:

Coverage	**Limits of Liability**
Workmen's Compensation	Statutory
Employer's Liability	$1,000,000.00
Bodily Injury Liability except Automobile	$1,000,000.00 each occurrence
Property Damage Liability except Automobile	$1,000,000.00 each aggregate
Automobile Bodily Injury	$1,000,000.00 each person
Liability	$1,000,000.00 each occurrence
Automobile Property Damage Liability	$1,000,000.00 each occurrence
Excess Umbrella Liability	$2,000,000.00 each occurrence

For the purpose of the Contract, the Contractor shall carry insurance per the specifications of the York County Health Department as part of the issuance of the required Garbage Haulers Permit. In addition, the Contractor shall be required to obtain a Garbage Haulers License from the York County Engineering and Building Standards Department.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

In addition to all York County requirements, Contractor shall name the City of Tega Cay as an additional insured on all applicable insurance polices.

20. Bond
    a. Performance Bond
        i. The Contractor may be required to furnish a corporate surety bond as security for the performance of this *Contract*. Said surety bond must be in the amount of 100% of Contract amount.
        ii. The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
        iii. The surety on the bond shall be duly authorized corporate surety company authorized to do business in the State of South Carolina.
    b. Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
21. Termination
    a. Should the City Council of the City determine, in its sole discretion, that the level and quality of service being provided by the Contractor is inadequate, written notice of the fact shall be provided to the Contractor by the City. Should the Contractor fail to correct the deficiency to the satisfaction of the City Council of the City within thirty (30) days after mailing of written notice or the delivery of same to Contractor's local representative in that event the City may cancel the Contract by providing the Contractor six (6) months' notice of such termination.
    b. In addition, if the Contractor should fail to provide service hereunder for a period of ten (10) consecutive working days, regardless of the reason, the City may, at its option, immediately and with notice to the Contractor, provide the collection service for which the Contractor is responsible. If the failure to provide the service is due to the fault of the Contractor, the City may terminate the Contract.
    c. Further, the City shall be allowed to make demand for its damages under the terms and provisions of the *Performance Bond*, and further, shall be allowed to pursue whatever alternative legal and equitable remedies are available under the laws of the United States and the State of South Carolina.
22. Basis and Method of Payment
    a. Rates - For collection services required to be performed pursuant to Section 3.1, the Contractor shall charge the City the rates as fixed by the Contract Documents

on an audited per unit charge due fifteen (15) days following the beginning of the month.

b. Modification to Rates
   i. The fees which may be charged by the Contractor to the City for the second and subsequent years of the term hereof may be adjusted upward to reflect the exact changes in the Consumer Price Index (the "C.P.I") during the preceding twelve months or (3%) per annum, whichever is less. For purposes of this Contract, C.P.I. shall mean the Consumer Price Index for the U.S. City Average, All Urban Consumers, All Items (1982-84=100) The initial rate adjustment shall take effect on the first anniversary date of the Contract and any successive rate increases on the succeeding year throughout the term. Monthly rate payments shall be adjusted to compensate for annual rate increases.
   ii. Landfill Charges, Fees, Taxes: In addition to the foregoing, the fees which may be charged by the Contractor may, from time to time be increased or decreased, as the case may be, to reflect increases or decreases in landfill charges.
   iii. Other unusual changes: In addition, Contractor may petition the City for a rate increase on the basis of other unusual changes in Contractor's cost of operations, including those resulting from an increase in the number of Residential Units from growth or annexations or required changes in the method of collection, upon written request with written justification and agreed to and approved by the City, provided that the City will not withhold any approval unreasonably.

The Contractor shall be entitled to an increase in rates to offset any increase in cost of fuel (as such price is determined pursuant to paragraph (d) hereinbelow "Diesel Index"), rises to an amount of more than $4.75 per gallon for six (6) consecutive weeks, The City agrees to discuss in good faith with the Contractor paying a fuel surcharge for as long as the Diesel Index remains above $4.75 per gallon, provided such increase in rates is commensurate with the additional cost experienced by the Contractor. The City will not withhold any approval unreasonably provided the Contractor shall supply reasonable documentation to the City in support of such discussion. Any rate increase or decrease must be mutually agreed upon by the Contractor and the City of Tega Cay City Council, in writing, for it to be effective. Any fuel surcharge will be billed under separate line item in the Contractor's invoice each month based on that month's average price. Further, in the event a fuel surcharge is granted and there is a subsequent decrease in fuel costs below the

aforementioned threshold, the City shall be entitled to a decrease in any fuel surcharges previously granted.
The "Diesel Index" shall mean the diesel fuel price in dollars per gallon of the Lower Atlantic region of the East Coast of the U.S. as published by the U.S. Energy Information Administration.
Contractor Billings to City - The Contractor shall bill the City within five (5) days of the beginning of each month for services rendered the previous month. The City shall pay the Contractor on or before the 15th day following the end of the month to which the bill relates. Such billing and payment shall be based on the rates and number of units set forth in the Contract Documents. All bills may be accompanied by necessary State and Local Sales and Use Tax Statement, number of units, any new units and their service addresses, weights and/or volumes of each material collected (i.e. garbage & recyclable materials), and year to date totals for the above. Billing shall be based on the current number of Units at the beginning of the billing cycle. The City or designee will investigate all reported discrepancies in total Units and confirm or deny the Contractor's count. The City will notify the Contractor of his/her decision in writing by the 10th day of the month if there is a discrepancy in Unit counts.

23. Storm and Other Disasters
    The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other Act of God or any other event over which Contractor has no control. In the event of such a flood, hurricane or other Act or event, the City shall grant the Contractor variances in routes and schedules as may be deemed necessary by Contractor and agreed to by the City. In addition, the City and the Contractor shall negotiate the amounts to be paid to Contractor for services to be performed as a result of increased volumes resulting from such Act or event.
24. Transferability of Contract
    The Contract shall not be assigned in whole or in part by the Contractor without the express written consent of the City. Further, an assignment of the Contract shall not release the Contractor from liability of its obligations and duties stated herein unless agreed to in writing by the City.
25. Ownership
    Title to all items collected under the terms of the Contract that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, removed by contractor from a Cart, or removed by Contractor from the Residential Unit, whichever occurs first.

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PROPOSAL SUBMISSION SPECIFICATIONS AND REQUIREMENTS

1. Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete Proposal:
    a. The return of the addenda, if any, signed and filled out as required.
    b. A written narrative statement to include:
        i. Experience in providing the goods/services described herein:
        ii. Names, qualifications and experience of personnel to be assigned to the project.
        iii. Resumes of staff to be assigned to the project.
    c. Detailed cost statement.
    d. Copies of current licenses.
    e. Three letters of reference.
    f. Performance Bond: The Offeror is required to furnish a performance bond covering faithful and satisfactory performance of the work contracted in an amount not less than one hundred percent (100%) of the Contract Amount. All bonds shall be issued by companies authorized to transact business in the State of South Carolina.
2. Proposals shall be signed by an authorized representative of the Offeror. All information required should be submitted. Failure to submit all information required may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the bid. Proposals that are incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
4. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. The proposal should contain a table of contents that cross references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Bids that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the South Carolina Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure

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under the South Carolina Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the Code of South Carolina, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or material to be protected and state the reasons whey protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

7. Provide base bid rate schedule:

RATE SCHEDULE FOR A 5 YEAR TERM

NO.	**DECSRIPTION OF SERVICE**	**ESTIMATED UNITS**	**MONTHLY RATE PER UNIT**	**TOTAL**
1	Once weekly collection of Municipal Solid Waste as per specification	4573		
2	Once bi-weekly collection of Recyclable Materials as per specification.	4573		
TOTAL BASE BID (Items 1 - 2)	_____ Dollars In Writing		$_____	

Offerors must submit three (3) bound copies. Proposals shall be sealed and labeled Collection and Disposal of Residential Waste/Recyclables Bids. Bids can be mailed, or hand delivered to

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the City of Tega Cay (7725 Tega Cay Dr.). All bids must be received by no later than **2:00 PM EST, August 26, 2022**.

EVALUATION CRITERIA AND SELECTION PROCEDURE

The City will form a selection committee to review the proposals, conduct interviews with the highest-ranking firm(s) and to recommend a selection to City Council.

1. **Phase 1 – Written Proposal Evaluation**
   Each submittal proposal will be evaluated and ranked based on the following criteria:

Criteria	Percentage
A. Favorable references from current commercial and/or government accounts	5%
B. Price of Proposal	50%
C. Experience in waste management	20%
D. Bonds, licenses and insurances	25%

Each of the criteria (A-D) will be given a rating by each member of the selection committee. The stated percentages will be applied to the total score of each criterion to get the final evaluation score. Based upon the evaluation results, the selection committee may request an on-site interview/presentation with the highest-ranking firms.

2. **Phase 2 – Interview Evaluation (if the City decides to hold interviews)**
   Based on the interview evaluation results, negotiations will be initiated with the firm selected by the City. If an agreement cannot be made with that firm, negotiations will be initiated with the next firm and so forth. Upon successful contract negotiation, the committee will recommend one (1) Offeror to City Council.

The City shall have sole discretion in evaluating qualifications. The City reserves the right to select the qualifications that it may determine to be in the best interest of the City. The City also reserves the right to reject any and all qualifications, including that of the selected firm if satisfactory contract negotiations cannot be concluded.

The City of Tega Cay pays SC Sales Taxes in the amount of 7%. However, the City is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. **INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM PROPOSAL COSTS.

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GENERAL TERMS AND CONDITIONS

1. RECEIPT AND OPENING OF SEALED PROPOSALS:
    a. Sealed proposals will be received and opened as specified in this RFP document. b.
    b. The City will consider as non-responsive any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all proposals. 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 shall not be considered.
2. PREPARATION OF PROPOSAL:
    a. All proposals will be evaluated in accordance with the responsiveness to same determined in accordance to the instructions and criteria in this document. Any proposal not providing sufficient information and documentation to comply with the RFP Evaluation requirements will be considered non-responsive and removed from further consideration.
    b. A proposal shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
    c. All information shall be typewritten.
    d. Three (3) bound copies of each proposal must be submitted in a sealed envelope. The submitted responder is required to have printed on the envelope or wrapping containing their proposal: responder business name and address and the proposal title. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in the outer envelope. The City shall not be responsible for unidentified proposals.
    e. Responders mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. The City is not responsible for proposals delayed by mail and/or delivery services of any nature. It is the responder's sole responsibility to ensure that all documents are received by person (or office) at the time indicated in the proposal document. No facsimile or email submissions will be accepted.
    f. Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30- 4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or his agents for its determination in this regard.

g. Each responder shall acknowledge receipt of all addenda by its submission of a proposal. It shall be each responder's responsibility to assure that all addenda have been received. Addenda, if any, will be posted on the RFP/Bid page of the City's website. No claim for failure to receive addenda will be considered.

3. RESPONDER QUALIFICATIONS:
To be acceptable to the City, responders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no proposal will be considered from any responder who is unable to show that he has actually performed considerable work of similar character to that on which he is responding.
4. EXECUTION OF CONTRACT:
The responder to whom an award is made shall deliver to the City a Certificate of Insurance, listing the City of Tega Cay as additional insured, prior to execution of the contract.
5. TERM OF CONTRACT AND CONTRACT DOCUMENTS:
    a. The contract documents that will form the contract shall include:
        i. The Complete Request for Proposals
        ii. All Addenda
        iii. The Successful Responder's Submitted Proposal Document
        iv. Notice of Award (Verbal or Written)
        v. Executed Contract
        vi. Insurance Certification
    b. Proposals submitted must be in a form suitable for incorporation, verbatim, into the contract.
    c. No written contract may be assigned, sublet, or transferred without the written consent of the City Manager.
6. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:
The City reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the proposal received from the successful responder (if applicable).
7. LAW AND REGULATIONS:
The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
8. METHOD OF AWARD:
    a. Contracts will be awarded to the responder whose proposal appears to serve the best interest of the City. The successful responder will be determined as prescribed herein this document.
    b. The City reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its sole judgment to be in the best interests of the City, or to waive any and all technicalities and informalities in determining the action of each proposal.

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9. OBLIGATION OF RESPONDER:
   At the time of the opening of proposals, each responder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this RFP.

VENDOR AGREEMENTS

1. STATEMENT OF RIGHTS:
   The City reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. The City reserves the right to accept or reject any and all proposals, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. The City also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.
2. GENERAL TERMS:
   Each responder by submitting a response to the City as a result of this RFP, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable the City RFP document. Agreement is evident by the submission of a response to the City. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City, the offer of the firm in question will be void and the City will procure the goods/services in question from other eligible vendors.
3. SPECIFIC TERMS:
   a. Any deviation from specifications in the proposal solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful responder will be held responsible, therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this proposal shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
   b. Any attempt by a vendor to influence the opinion of the City staff, or City Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to the City will be evaluated based on the current City Code and the offer as presented to the City on the date/time specified in the given solicitation.
   c. The City reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

d. All vendors are informed that the City Manager may exercise the City's option to extend the contract and/or purchase order under the provisions of City Code should such extension be mutually agreeable between the City and the selected vendor.
e. The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Proposal. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City and shall have no power or authority to bind or obligate the City in any manner, except City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract.
f. The responder will act in an independent capacity and not as officers or employees of the City. The vendor shall indemnify, defend and hold harmless the City, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
g. The successful vendor shall indemnify and hold harmless the City, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
h. It is the responsibility of the prospective responder to review the entire request for proposals packet and to notify the City Manager's Office if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or responding procedures must be received by the City Manager's Office not less than five (5) days prior to the time set for proposal opening. These requirements also apply to specifications or instructions that are ambiguous.

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i. Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, the City may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
j. The City may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
k. Submit three (3) bound copies and one (1) digital copy of your response.
l. All submittals become the property of the City.
m. All proposals (and supporting documents) will be retained by the City for a period of one hundred twenty (120) days from the date the proposals are opened after the opening hour commences.
n. S.C. LAW CLAUSE: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.