

# Town of Summerville

## COMPETITIVE SEALED BID

## RESIDENTIAL SOLID WASTE COLLECTION



**March 29, 2017**

Competitive Sealed Bid  
For  
**Collection of Residential Solid Waste**  
Town of Summerville, South Carolina

Sealed Bids will be received by the Town of Summerville, South Carolina (the “Town”) for collection and disposal of residential solid waste for the Town.

Bids must be made on the Bid Form attached to the Instructions to Bidders and in accordance with Instructions to Bidders and the General Specifications. Copies of the Instructions to the Bidders and the General Specifications may be obtained from the office of the Purchasing Agent.

The defined terms appearing in the General Specifications apply to all Contract Documents; as such term is defined in the form contract attached to the Instructions to Bidders and in the General Specifications.

Bid must be delivered to, and be on file with, the office of the Purchasing Agent on or before **Thursday, June 1, 2017 2:00 PM** at which time they will be opened and publicly read. The envelopes containing the Bid must be sealed and addressed to Town of Summerville, Purchasing Agent, 200 S. Main Street, Summerville, South Carolina 29483, and plainly marked “**Residential Solid Waste Collection**.”

The selected Bid will be awarded the Contract by Town Council, approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

A Bid bond or certified check must accompany the Bid, in accordance with the instructions to Bidder.

**WHILE THIS CONTRACT MAY BE AWARDED TO THE LOWEST BIDDER, THE TOWN OF SUMMERVILLE, RESERVES THE RIGHT TO REJECT BIDS, AND TO AWARD THE CONTRACT, AS IT APPEARS TO BE IN THE BEST INTEREST OF THE TOWN OF SUMMERVILLE. THE RIGHT IS ALSO RESERVED TO HOLD ANY AND ALL BIDS FOR A PERIOD NOT EXCEEDING NINETY DAYS (90) DAYS FROM THE OPENING THEREOF.**

## Instructions to Bidders

### **Residential Solid Waste Collection**

#### 1. Receipt and Opening of Bids

The Town of Summerville, South Carolina (the "Town") will receive Sealed Bids for collection and disposal of **residential** solid waste for the Town on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at the office of the Purchasing Agent until **2:00 PM on Thursday, June 1, 2017** and publicly opened and read aloud at Town Hall on the aforesaid date. The envelopes containing the Bid must be sealed and addressed to Town of Summerville, Purchasing Agent, 200 S. Main Street, Summerville, South Carolina 29483, and plainly marked "**Residential Solid Waste Collection.**"

#### 2. Preparation of the Bid

All Bids shall be made on the Bid Form attached hereto and on a price per unit basis in both words and figures and must be signed by the Contractor as Bidder. Additional copies of the Bid Form may be obtained from the Town. All blank spaces in each Bid Form must be completed in full in ink or typewritten in both words and figures.

The complete set of bidding documents must be used in preparing bids. The complete Bid must consist of the Contractor's Bid Pricing Form, the Non Collusion Affidavit of Bidder Form and the Form of Performance Bond. The Town does not assume any responsibility for errors or misinterpretations from the use of incomplete sets of Bid documents by Bidders.

If the unit price already entered on the Bid Form is to be altered, it shall be crossed out with ink and the new unit price bid entered above it, and initialed by the Bidder in ink.

Please include three (3) copies of your bid. The Town may consider as irregular any Bid not prepared and submitted in accordance with the provisions hereof and may reject any and all such Bids.

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

Any Bid received after the time and date specified will be rejected and will remain unopened.

3. Bid Security and Evidence of Insurance

Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the Town of Summerville for an amount equal to the Total Contract Cost for six months. The amount of said Total Contract Cost for six months shall be determined by multiplying the Required Total amount on the Bid Form by 15,175 units and multiplying that total by six (6) months. Checks and bonds will be returned promptly after the Town and the selected Bidder have executed the Contract, or if no Bid has been selected within ninety (90) days after the date of the opening Bid, upon demand of the Bidder at any time thereafter, so long as it has not been notified of the acceptance of its Bid.

Premium for a Bid Bond shall be paid by the Bidder. A certificate from the surety, showing that the bond premium for such Bid Bond is paid in full shall accompany the Bid Bond.

The surety on any Bid Bond shall be a duly authorized corporate surety company authorized to do business in the State of South Carolina.

Each Bidder must also be accompanied by a State Contractors License, and certificate of insurance evidencing the coverage set forth in Section 10.00 of the General Specifications. Upon award, proposer must obtain and supply a Town of Summerville Business License.

4. Award of Contract and Liquidated Damages for Failure to Enter Into the Contract

The Contract shall be deemed to have been awarded effective upon the award by the Town Council of the Town and formal notice of such award shall be mailed by the Town to the Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract shall have been awarded will be required to execute four (4) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the Town and the selected Bidder) and to furnish insurance certificates, all as required herein. In case of the Bidder's refusal or failure to do so within thirty (30) days after its receipt of formal notice of award, Bidder will be deemed to have abandoned all right to and interest in the award of the Contract, and Bidder's Proposal Security as set forth in Section 3 herein may be declared forfeited to the Town as liquidated damages, and the award of the Contract may then be made to the next best qualified Bidder or the work re-advertised for Bidder as the Town may elect in its sole discretion. Such forfeited security shall be the sole remedy of the Town for a Bidder's failure to honor its proposal.

5. Security for Performance

The Bid shall be accompanied by a letter from a corporate surety satisfactory to the Town stating that a Performance Bond in the amount equal to the Total Contract Cost designated in the Bid Form will be furnished by it to such Bidder in the event that its Bid

is accepted by the Town. Such letter is to be signed by an authorized attorney-in-fact and must be accompanied by a certified and effective dated copy of such attorney-in-fact's power of attorney. Such Performance Bond must be for a period of thirty-six months. Annual renewals will not be accepted. Any Bid received without a bid bond and letter stating the contractor is worthy of the performance bond will be considered non-responsive.

In the event of default by the Bidder/Contractor in regard to any of the provisions of this agreement or the contract documents, the Town's remedies for breach or failure to perform shall be any available legal or equitable remedy, including without limitation a demand under the terms of the Performance Bond, termination of this Agreement, and or any action for damages and/or equitable relief. The Town shall give Proposer/Contractor written notice of any default by Proposer/Contractor hereunder and Proposer/Contractor shall have five (5) days after the receipt of said written notice, in order to cure said default or in the event that such default cannot be cured within a five (5) day period, to commence curing said default.

Further requirements with regard to said Performance Bond are contained in Section 11.00 of the General Specifications.

Premium for the Performance Bond shall be paid by the Bidder. A certificate from the surety, showing that the bond premium for such Performance Bond is paid in full shall accompany the Performance Bond.

A Form of Performance Bond is attached to the General Specifications.

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

## 6. Scope of Work

The Contractor shall provide all supervision, materials, equipment, labor, and all other items necessary and assume all responsibility for the collection of all garbage and recyclables (herinafter referred to as "Residential Solid Waste") from all residents within the Town of Summerville at least one (1) time per week (herinafter referred to as the ("Contract Services")); provided that such garbage shall be placed by the occupants of each residence inside the 95 gallon roll carts furnished by Contractor. Recyclables shall be placed by the occupants of each residence inside the 65 gallon roll cart furnished by the Contractor. Contractor shall only be required to provide one (1) 95 gallon roll cart and one (1) 65 gallon recycling container to each residential customer. Should any residential customer require any additional roll-carts for garbage or recycling, the resident shall contract with the Contractor directly, and the cost for same shall be the sole responsibility of the residential customer. Contractor agrees to seek reimbursement for those additional roll carts directly from the residential customer. Further, the occupants of each residence shall place the 95 gallon and 65 gallon roll carts adjacent to the street and accessible to the employees of the Contractor. Carts shall be placed in this location prior to 7:00 a.m. on the designated collection date. Residential customers who desire additional services will be required to contract directly with the Contractor.

Any new resident to the Town of Summerville requesting new roll carts shall be provided one to the property within 48 hours of the request. Any existing resident requesting replacement roll carts due to damage or disappearance will be provided the replacement roll cart within 48 hours of the request.

The Contractor agrees to provide a **monthly written report** providing details of changes in residential customers accounts each month. The contract price shall be adjusted as the numbers of residential customers vary. The Contractor/Proposer will provide this report, which will also include new accounts, no later than five (5) days following the end of the month.

In addition to the required report above, Contractor/Bidder agrees to provide the Town of Summerville a quarterly report which contains the number of residences being served, the number of 95 gallon and 65 gallon roll carts provided to residences, the average number of cubic yards of garbage and recycling collected, and a listing by street number of each residential account. These quarters are defined as follows:

First Quarter:	January, February, March (April 30)
Second Quarter:	April, May, June (July 31)
Third Quarter:	July, August, September (October 31)
Fourth Quarter:	October, November, December (January 31)

Quarterly reports shall be provided to the Town no later than the date shown in parentheses above. Should that date fall on a Federal or State holiday, or a Saturday or Sunday, then the report shall be furnished no later than the next business day following the holiday, Saturday or Sunday.

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

Reference is also made to Section 12, Article IV, 91 through 100 of the Ordinance Code for the Town of Summerville's general regulations governing solid waste.

## 7. Conditions

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

At the time bids are received for this contract, there are no Materials Recovery Facilities (MRF) that are available to accept single-stream recycling in the tri-county area (Charleston, Berkeley and Dorchester Counties). If the Town chooses not to have the Contractor collect and dispose of single-stream recyclables, the Contractor will only collect paper and cardboard recyclables. However, the Town may choose to have the Contractor collect single-stream recycling initially and dispose of it at a MRF that is not located in the tri-county area. The Town understands the cost to dispose recyclables in a

MRF not in the tri-county area is higher than disposing of recyclables in a local MRF. When a local MRF becomes operational in the tri-county area, the Town and Contractor agree to renegotiate the costs to dispose of recyclables at a MRF located in the tri-county area.

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

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Bid or to the Contract. The Town shall make all such documents available to the Bidder.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the Town.

The Bidder'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.

8. Addenda and Explanations

Explanations desired by a prospective Bidder shall be requested of the Town in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be posted to the Town website [www.summervillesc.gov](http://www.summervillesc.gov). It is the responsibility of the Bidder to check the website for updated addendums. Every request for such explanation shall be in writing addressed to the Town Administrator or other position designated by the Town. Any verbal statements regarding same by any person prior to the award shall be unauthorized not binding.

Addenda issued to Bidder prior to date of receipt of Bid shall become a part of the Contract Documents and all Bids shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Bid will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, shall be posted to the Town of Summerville website ([www.summervillesc.gov](http://www.summervillesc.gov)), e-mailed or faxed to all prospective Bidder (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bid.

9. Name, Address and Legal Status of the Bidder

The Bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall be stated in the Bid.

A corporation shall execute the Bid 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 Bidder shall give full names of all partners. Partnership and individual Bidder will be required to state in the Bid the names of all persons interested therein.

Anyone signing a Bid as an agent of another or others must submit with his Bid legal evidence of his authority to do so.

Each Bidder must complete and enclose the attached No Collusion Affidavit of Bidder with the Bid.

10. Competency of Bidder

The opening and reading of the Bid shall not be construed as an acceptance of the Bid as a qualified responsible Bidder. The Town reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder qualifications or from other sources.

In order for the Town to determine whether the Bidder is a qualified responsible Bidder, the Bidder must furnish the following information and documentation:

- (a) A copy of certified financial statements of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants acceptable to the Town for fiscal years 2014, 2015, and 2016.
- (b) Evidence that the Bidder 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 Bidder 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 Bid is accepted.
- (c) Evidence, in form and substance satisfactory to the Town, that the Bidder has at least three (3) years experience working with municipalities in the business of refuse collection and disposal.

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

- (a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.



- (b) Evidence, in form and substance satisfactory to Town, that Bidder possesses as a going concern the managerial financial and equipment capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to Town, that Bidder's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents. The Bidder must be a licensed waste hauler with the State of South Carolina and or South Carolina Department of Health and Environmental Control (SCDHEC).
- (d) A list of experience with municipalities or like contracts and references. List must include the address, phone number and contact person where the work has been provided. A background check of each Bidder will be conducted to inquire about previous services rendered. Should the background check reveal serious problems or insufficient response to rectify the problems, the Town has the right to disqualify the Bidder.
- (e) A list of all equipment/vehicles that the Bidder has immediately available to assign to this Contract. If the contractor plans to acquire additional equipment to assign to this Contract, the make and model of the equipment to be acquired and the vendor in which the equipment will be acquired from must be made a part of this list. Bidder must also attach a letter from the vendor stating that the equipment is available and that financing has been secured.
- (f) Such additional information as will satisfy the Town that the Bidder is adequately prepared to fulfill the Contract.

In the Town's sole discretion, the Bidder may satisfy any or all of the experience and qualification requirements of this paragraph 10 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

11. Disqualification of Bidder

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 Bidder and the rejection of its Bid:

- (a) Evidence of collusion among Bidders.
- (b) Submission of incorrect or misleading information to the Town.
- (c) Lack of competency as revealed by financial statements, experience or equipment.
- (d) Lack of responsibility as shown by past work judged from the standpoint of workmanship as submitted.

12. Basis of the Bid

Bid shall be on a monthly rate basis for:

- (a) Curbside, roll cart refuse collection for approximately fifteen thousand, one hundred, seventy five (15,175) residential customers one (1) time per week with recycling collection one (1) time per week on the same day. Bid must include a detailed description of the manner in which said items will be collected and transported to the appropriate licensed landfill where applicable.
- (b) All fees and costs for additional service over and above the minimum guaranteed service herein provided shall be borne by the customer and evidenced by separate agreement between the customer and contractor. The Town of Summerville does not guarantee the number of available customers and the successful proposer cannot adjust the proposal rate if the actual number of customers should be less than the estimate.

The term of the Contract shall be three (3) years commencing January 1, 2018 and ending on December 31, 2020. Upon agreement of the town and the Bidder, the Contract may be extended for two (2) additional one (1) year terms.

### 13. Protest Procedures and Remedies

Any Proposer who is aggrieved in connection with this Request for Bid, any of the Contract Documents, the intended award of this Contract, the award of this Contract, or any matters pertaining to the review of any of the Bid received by the Town, shall protest to the Town Administrator, within five (5) days of the issuance of this Request for Bid or any amendment thereto if the Request for Bid or the amendment is at issue, or the posting of the notice regarding the award of the Contract by the Town in all other cases.

Such protest must be in writing, and must set forth all specific grounds for the protest in detail and explain the factual and legal basis for each issue raised. No additional issues may be raised or will be considered thereafter.

The Purchasing Agent shall conduct all inquiries deemed necessary, and a hearing may be held in the discretion of the Town Administrator.

The Town Administrator shall issue a decision in writing within ten (10) days.

The Contract shall not be stayed pending any such protest.

Any Bidder aggrieved by the decision of the Town Administrator may appeal to the Town Council of the Town within five (5) days of the Town Administrator's decision. No new issues may be raised on such appeal. The Mayor shall issue the decision of the Finance Committee within 15 days of the Finance Committee Hearing and shall state the reasons for the actions taken. The appeal decision of the Mayor and Finance Committee under this section shall be final and conclusive and such decisions can be appealed to the Circuit Court of the First Judicial Circuit Court of South Carolina.

**CONTRACTOR'S BID FORM**

**Required**

1. Household garbage collection one (1) time per week

Price per month - \$\_\_\_\_\_ per household

2. Household paper and cardboard recycling collection one (1) time per week

Price per month - \$\_\_\_\_\_ per household

**Required Total \$**\_\_\_\_\_

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**Optional – Alternate 1**

1. Household garbage collection one (1) time per week

Price per month - \$\_\_\_\_\_ per household

2. Household single-stream recycling collection one (1) time per week to be disposed at a MRF outside the tri-county area

Price per month \$\_\_\_\_\_ per household

**Required Total \$**\_\_\_\_\_

PROPOSER HEREBY ACKNOWLEDGES THAT IT HAS REVIEWED AND IS FAMILIAR WITH ALL CONTRACT DOCUMENTS (AS THAT TERM IS DEFINED IN SECTION 1.5 OF THE GENERAL SPECIFICATIONS) AND ITS PROPOSAL IS MADE IN ACCORDANCE THEREWITH. PROPOSER FURTHER ACKNOWLEDGES THAT IT HAS BECOME FAMILIAR WITH ALL LOCAL CONDITIONS UNDER WHICH THE SERVICE TO WHICH THIS PROPOSAL PERTAINS IS TO BE RENDERED, AND HAS CORRELATED ITS PERSONAL OBSERVATIONS WITH THE CONTRACT DOCUMENTS

Respectfully Submitted:

\_\_\_\_\_  
Full Name of Proposer

By: \_\_\_\_\_

Title: \_\_\_\_\_



FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ (hereinafter called "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter called "Surety"), as (hereinafter called "Oblige"), as Oblige, in the penal sum of 100% of the Contract amount, good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for Collection of Residential Solid Waste, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the Contract on his part, free and clear of all liens arising out of claims for labor and materials entering into the performance of the contract and indemnify and save harmless the Oblige from all loss, cost or damage that he may suffer by reason of the failure so to do, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_  
SURETY

(SEAL)

Residential Solid Waste Collection  
General Specifications

1.0	Definitions.....	16
1.1	Bulk Household Debris.....	16
1.2	Cart.....	16
1.3	Town .....	16
1.4	Construction Debris .....	16
1.5	Contract Documents.....	16
1.6	Contractor .....	16
1.7	Disposal Site .....	16
1.8	Garbage.....	16
1.9	Hazardous Waste .....	16
1.10	Producer .....	16
1.11	Recyclables.....	16
1.12	Refuse .....	16
1.13	Residential Solid Waste .....	17
1.14	Residential Unit.....	17
1.15	Rubbish.....	17
2.0	Scope of Work .....	17
3.0	Type of Collection .....	18
3.1	Service Provided .....	18
3.2	Location of Carts.....	18
4.0	Operation.....	18
4.1	Hours of Operation .....	18
4.2	Routes of Collection .....	18
4.3	Holidays .....	19
4.4	Complaints .....	19
4.5	Collection Equipment .....	19
4.6	Office .....	19
4.7	Hauling.....	20
4.8	Disposal.....	20
5.0	Compliance With Laws.....	20
6.0	Nondiscrimination.....	20
7.0	Indemnity .....	20
8.0	Licenses and Taxes .....	20
9.0	Term.....	20
10.0	Insurance .....	21

11.0	Bond.....	21
11.1	Performance Bond .....	21
11.2	Power of Attorney.....	22
11.3	Town’s Remedies.....	22
11.4	Contractor’s Remedies.....	22
12.0	Basis and Method of Payment .....	22
12.1	Rates.....	22
12.2	Modification to Rates.....	22
12.3	Contractor Billings to Town .....	22
13.0	Storm and Other Disasters .....	23
14.0	Transferability of Contract.....	23
15.0	Exclusive Contract .....	23
16.0	Ownership.....	23
17.0	Jurisdiction.....	23

1.0 Definitions

- 1.1 Bulk Household Debris – All items not generally expected to be placed in garbage/trash containers located within a residence such as metal, furniture, plastic, fiberglass, cardboard boxes (flattened and emptied), etc. Excluded from this category are large appliances such as refrigerators, stoves, freezers, washing machines and dryers. Also excluded from this definition is wall-to-wall carpeting which has been removed by a contractor.
- 1.2 Cart – 95-gallon, 65-gallon or 45-gallon, standard and of a type that is highly used by other municipalities with refuse service.
- 1.3 Town – Town of Summerville, South Carolina
- 1.4 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.5 Contract Documents – The Request for Bid, Instructions to Bidder, Contractor’s Bid, General Specifications, Bid Security, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the Contractor.
- 1.6 Contractor – The person, corporation or partnership performing Refuse collection and disposal under contract with the Town.
- 1.7 Disposal Site – Appropriate licensed landfill in Berkeley, Dorchester or Charleston County or Materials Recovery Facility (MRF). Landfills and MRF may be privately or publicly owned and/or operated.
- 1.8 Garbage – All items generally expected to be placed in garbage/trash containers located within a residence.
- 1.9 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. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint, paint cans and items containing Freon or Chlorofluorocarbons.
- 1.10 Producer – An occupant of a Residential Unit who generates Refuse.
- 1.11 Recyclables – Materials that can be collected and processed at a Materials Recovery Facility to be recycled. Recyclable materials may include, but are not limited to plastics, tins, paper, cardboard, and glass.
- 1.12 Refuse – All Garbage and/or Rubbish generated by a Producer.



- 1.13 Residential Solid Waste – All Garbage as defined in Section 1.8 and Recyclables as defined in Section 1.11.
- 1.14 Residential Unit – An occupied dwelling (whether a single family home or a multi-family unit) within the corporate limits of the Town requiring curbside collections. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- 1.15 Rubbish – All chips, shavings, sawdust, printed matter, paper pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other similar waste materials not included in the definition of Bulk Waste, Construction Debris, Garbage, or Hazardous Waste.

## 2.0 Scope of Work

The Contractor shall provide all supervision, materials, equipment, labor, and all other items necessary and assume all responsibility for the collection of all garbage and recyclables (hereinafter referred to as “Refuse”) from all residents within the Town of Summerville at least one (1) time per week (hereinafter referred to as the (“Contract Services”)); provided that such garbage shall be placed by the occupants of each residence inside the 95 gallon roll carts furnished by Contractor. Recyclables shall be placed by the occupants of each residence inside the 65 gallon roll cart furnished by the Contractor. Contractor shall only be required to provide one (1) 95 gallon roll cart and one (1) 65 gallon recycling container to each residential customer. Should any residential customer require any additional roll-carts for garbage or recycling, the resident shall contract with the Contractor directly, and the cost for same shall be the sole responsibility of the residential customer. Contractor agrees to seek reimbursement for those additional roll carts directly from the residential customer. Further, the occupants of each residence shall place the 95 gallon and 65 gallon roll carts adjacent to the street and accessible to the employees of the Contractor. Carts shall be placed in this location prior to 7:00 a.m. on the designated collection date. Residential customers who desire additional services will be required to contract directly with the Contractor.

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which will also include new accounts, no later than five (5) days following the end of the month.

In addition to the required report above, Contractor/Bidder agrees to provide the Town of Summerville a quarterly report which contains the number of residences being served, the number of 95 gallon and 65 gallon roll carts provided to residences, the average number of cubic yards of garbage and recycling collected, and a listing by street number of each residential account. These quarters are defined as follows:

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

Reference is also made to Chapter 12, Article IV, Section 12-91 through 12-100 of the Ordinance Code for the Town of Summerville's general regulations governing solid waste.

### 3.0 Type of Collection

- 3.1 Service Provided – Contractor shall provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts provided by the Contractor shall be placed at curbside by 7:00 a.m. on the designated collection day.
- 3.2 Location of Carts – All Residential Refuse shall be placed in carts and shall be placed adjacent to the street for collection. Carts shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, carts shall be placed as close as practical to an access point for the collection vehicle. Contractor may decline to collect any cart not so placed.

4.0 Operation

4.1 Hours of Operation – Collection of Refuse shall not start before 7:00 a.m. or continue after 8:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor.

4.2 Routes of Collection – Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Town for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to Town for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon Town’s approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Residential Units. The proposer shall provide the Town on a quarterly basis a report of the number of residences being served and the number of 95-gallon and 65-gallon roll carts and the average number of cubic yards of refuse collected, and a listing by street number if each residential account.

4.3 Holidays – The following shall be holidays for purpose of this Contract:

New Year’s Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Holidays may vary if the disposal site is closed on holidays not listed above. Customers whose normal collection day falls on a holiday will be served on a non-scheduled day during the week in which the holiday falls.

4.4 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 not collected within 24 hours after the complaint is received. All complaints and reported missed services shall be entered into an electronic database by the Contractor. The database shall be maintained by the contractor. The Town will have access to view the electronic database to be able to track level of service.

4.5 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side

the vehicle number along with the identity and telephone number of the Contractor.

4.6 Office – The Contractor shall maintain a local office within Dorchester, Berkeley, or Charleston County through which it can be contacted. It shall be equipped with sufficient telephones and email with staff available to answer complaints from residents via telephone and emails. The Contractor shall also have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on all business days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times.

4.7 Hauling – All Refuse hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented, following all state and local laws, ordinances and regulations.

4.8 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to the appropriate licensed Disposal Site.

5.0 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 where there exists conflicting ordinances of the Town on the subject. In the event that the collection of any Refuse or the disposal of Refuse at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of Refuse shall be eliminated from this Contract. The Town reserves the right and shall at its sole discretion approve other DHEC-permitted disposal facilities for the Successful Bidder's use.

6.0 Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7.0 Indemnity

The Contractor will indemnify and save harmless the Town, 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 to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract;

8.0 Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the Town.

9.0 Term

The contract period shall be for a period of three (3) years beginning January 1, 2018 through December 31, 2020. Upon agreement of the Town of Summerville and the Contractor, this Contract may be extended for two (2) additional one (1) year terms.

10.0 Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workers' Compensation, Automobile, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town. Before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall state as follows:

“This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$2,500,000 each occurrence
Bodily Injury Liability	\$2,500,000 each occurrence
Automobile Insurance (Any Auto, Hired, non-owned)	\$2,500,000 each accident
Property Damage Liability	\$3,500,000 each occurrence
Excess Umbrella Liability	\$7,500,000 each occurrence

11.0 Bond

11.1 Performance Bond

- (a) The Contractor will 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 the Total Contract Cost and may provide for a pro rata reduction therein annually over the term of the Contract.

- (b) 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.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of South Carolina.

11.2 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.

11.3 Town's Remedies – The Town's remedies for breach of contract under this Contract or failure to perform shall include a demand under the terms of the Performance Bond, termination of the agreement, and an action for damages and/or equitable relief. Contractor shall not be deemed to be in breach of this Contract unless it has received written notice of a default hereunder, and has failed to cure or commence curing such default within five (5) days after receipt of such notice.

11.4 Contractor's Remedies - The Contractor's remedies for breach of contract under this Contract or failure to perform on the part of the Town shall be limited to reasonable termination expenses, and shall exclude special or consequential damages, including damages for loss of future profits.

## 12.0 Basis and Method of Payment

12.1 Rates – For collection services required to be performed hereunder, the Contractor shall charge the Town the rates as fixed by the Contract Documents for the first year of the Contract.

12.2 Modification to Rates - The fees which may be charged by the Contractor to the Town for the second and subsequent years of the term hereof may be adjusted upward or downward pursuant to negotiations between the parties. Failures to reach an agreement shall not be grounds for contractor to declare a breach of contract.

12.3 Contractor Billings to Town – The Contractor shall bill the Town within ten (10) days following the end of each month for services rendered. The Town shall pay the Contractor on or before the last day following the end of the month to which the bill relates. Such billing and payments shall be based on the rates and number of units set forth in the Contract Documents.

13.0 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. In the event of such a flood, hurricane or other Act or event, the Town shall grant the Contractor variances in routes and schedules as may be deemed necessary by Contractor. In addition, the Town 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.

14.0 Transferability of Contract

Other than by operation of law, no assignment of the Contract or any right accruing under this 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 event of an assignment, the assignee shall assume the liability of the Contractor.

15.0 Exclusive Contract

The Contractor shall have the sole and exclusive franchise, license and privilege to provide Refuse collection, removal, and disposal services from Residential Units within the corporate limits of the Town.

16.0 Ownership

Title to refuse that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Residential Unit, whichever last occurs.

17.0 Jurisdiction

Any dispute concerning the Contract and required documents shall be governed by the laws of the state of South Carolina. Jurisdiction shall be in the circuit court of the First Judicial Circuit.

## SOLID WASTE CONTRACT

THIS CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Town of Summerville, South Carolina (hereinafter called the "Town" and \_\_\_\_\_ (hereinafter called "Contractor").

### WITNESSETH:

WHEREAS, the Contractor did on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, submit a Bid to provide Collection of Residential Solid Waste within the Town and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Solid Waste Collection and Disposal services as specified and to perform all of the work called for and described in the Contract Documents.

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in the Contract.

- a. The Request for Bids.
- b. The Instructions to Bidder.
- c. The Contractor's Bid.
- d. Bid Surety
- e. The General Specifications.
- f. The Ordinance of the Town ordering or authorizing the work and services contemplated herein.
- g. The Performance Bond.
- h. This instrument.
- i. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as expressly provided for.

4. This Contract is entered into subject to the following conditions:



- a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
  - b. Neither the Contractor nor the Town shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, Act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Town.
  - c. 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 reformed in accordance with the 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 the Contract Documents.
  - d. The terms of this Agreement and Contract Documents, including definitions and terms contained within the General Specifications of Contractors bid proposal, a copy of which is attached hereto and incorporated by reference as if restated verbatim, as Exhibit B, shall constitute the entire agreement between the parties and shall not be varied or modified except by written document executed by authorized individuals on behalf of the Town of Summerville and the Contractor. The parties acknowledge that there are no other agreements, promises or warranties between the parties which are not contained herein. To the extent that there is an ambiguity or discrepancy between this agreement and the General Specifications, then the language of the Agreement shall control.
5. Any notice, demand or communication must be in writing and may be either personally delivered or mailed to the other party by registered or certified United States mail, postage pre-paid, and properly addressed to the other party at the following respective addresses:

Town: Attention: Town Administrator  
200 S. Main St.  
Summerville, SC 29483

Contractor: Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or such future address of which notice has been given to the other party in writing in accordance with the above provisions. Notice by personal delivery is deemed given when received or refused. Notice by mail in accordance with the procedure set forth above is deemed

given on the seventh (7<sup>th</sup>) day after the deposit thereof in any main or branch United States Post Office.

IN WITNESS WHEREOF, we the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at \_\_\_\_\_, as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL of the Town of  
Summerville, South Carolina

Town of Summerville, South Carolina

Attest:

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Administrator

and \_\_\_\_\_  
Town Clerk

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_