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# REQUEST FOR PROPOSALS NO. 2020-3284-4202-18

## County Convenience Site Services

**PROPOSERS SCHEDULE**

**BID NUMBER:** 2020-3284-4202-18

**DATE:** October 11, 2019

**OPENING DATE AND TIME:** Tuesday, November 05, 2019 @ 2:00 PM E.S.T.

**ADDRESS:**

**Dorchester County Purchasing Services  
201 Johnston Street  
2<sup>nd</sup> Floor  
St. George, SC 29477**

**PROCUREMENT:** Provide and deliver County Convenience Site Services under a term contract in accordance with the specifications, conditions, and provisions as applicable to this solicitation.

**QUANTITIES:** Quantities are for a one year period and are given to assist in the bidding process but do not guarantee future volumes at County Convenience Sites.

Sealed Proposals will be received by Dorchester County, South Carolina (hereafter, "County") through this Request for Proposals ("RFP") from an established waste and recycling firm (hereafter, "Offeror"), hereby request submission of proposals for the following solid waste and recycling services at County Convenience Sites:

1. Solid Waste and Recycling Collection and Hauling Services
2. On-site Management Services
3. On-site Processing Services

Offerors are required to submit separate Cost Proposals for Services 1, 2, and 3. However, the County, in its sole discretion, may elect not to award a contract for Services 2 and 3 based upon Offeror interest and submitted proposals.

Costs must be made on the Cost Price Sheet(s) in accordance with Instructions to Offerors and the General Contractor Specifications.

The defined terms appearing in the Scope of Service shall apply to all Contract Documents and Instructions to Offerors and General Contractor Specifications contained herein.

Proposals must be mailed or hand-delivered to, and be on file with, the office of the Purchasing Agent on or before 2:00 P.M., November 05, 2019, at which time only the names of the offerors will be publicly read. The envelopes containing the Proposals must be sealed and addressed to Dorchester County, Purchasing Services, 201 Johnston Street, 2<sup>nd</sup> Floor, St. George, SC 29477, and plainly marked "**County Convenience Sites.**"

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

Dorchester County reserves the right to reject any and all Proposals, to waive all formalities and to award the contract, as it appears to be in the best interest of the Dorchester County. The right is also reserved to hold any and all Proposals for a period not exceeding ninety days (90) days from the opening thereof.

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# **INSTRUCTIONS FOR PROPOSALS**

## **County Convenience Sites**

### **1. Receipt and Opening of Proposals**

Dorchester County, South Carolina will receive Sealed Proposals from established waste and recycling firms on the forms attached hereto, all information on which must be appropriately completed for submission of proposals for the following solid waste and recycling services at County Convenience Sites:

1. Solid Waste and Recycling Collection and Hauling Services
2. On-Site Management Services
3. On-Site Processing Services

Offerors are required to submit separate Proposed Costs for Services 1, 2 and 3. However, the County, in its sole discretion, may elect not to award a contract for Services 2 and 3 based upon Offeror interest and submitted proposals.

Proposals will be received in the Purchasing Services Office until 2:00 P.M., November 05, 2019, and publicly opened and only the names of the offerors will be read aloud. The envelopes containing the Proposal must be sealed and addressed to Dorchester County, Purchasing Office, 201 Johnston Street, 2<sup>nd</sup> Floor, St. George, South Carolina 29477, and plainly marked “**County Convenience Sites.**”

### **2. Mandatory Pre-Solicitation Conference**

Interested Offerors are required to attend a pre-bid conference on October 22, 2019, at 1:00 P.M. at the Dorchester County Public Works Office, located at 2120 East Main Street, Dorchester, SC 29437.

### **3. Written Questions**

The last day and time for submittal of written questions shall be no later than October 29, 2019 at 2:00 P.M..

### **4. Preparation of the Proposal**

All Cost Proposals shall be made on the Cost Pricing Sheet(s) and in both words and figures and must be signed by the Contractor as Offeror. All blank spaces on each Cost Form must be completed in full in ink or typewritten in both words and figures.

The complete set of solicitation documents must be used in preparing Proposals. The complete Proposal must consist of the Vendor Sheet, Contractor’s Cost Pricing Sheet(s), Non-Collusion Affidavit of Offeror Form, and all information and documents requested in section 6 herein. The County does not assume any responsibility for errors or misinterpretations from the use of incomplete sets of Proposal documents by Offerors.

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

Please include six (6) copies of your Proposal. The County may consider as irregular any Offer not prepared and submitted in accordance with the provisions hereof and may reject any and all such Proposals.

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

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

Proposals submitted after the opening date and time are considered late offers. Late offers will be rejected and remain unopened.

**5. Performance Security**

The Offeror shall be required to furnish a corporate surety bond as security for the performance of this Contract in the event their Proposal is accepted by the County. Requirements with regard to said Performance Bond are contained in Section 7 of the General Contractor Specifications. A Form of Performance Bond is attached herein.

**6. Competency of Offeror**

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

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

- 6.1** A copy of certified financial statements of the Offeror (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 County for the last three (3) years, and cash flow projections.
- 6.2** Evidence that the Offeror 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 Offeror is licensed to do business and in good standing under the laws of the State of South Carolina or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- 6.3** Evidence that the Offeror is a licensed waste hauler with the State of South Carolina and/ or South Carolina Department of Health and Environmental Control (SCDHEC).
- 6.4** Upon award, Offeror must obtain and supply a Dorchester County Business License.
- 6.5** Evidence, in form and substance satisfactory to the County, that the Offeror has at least three (3) years' experience working with government entities for which similar services have been provided along with contact information for those entities.

- 6.6** A list of all equipment and vehicles that the Offeror has immediately available to assign to this Contract and shall include year, make and model. If the Contractor plans to acquire additional equipment and vehicles 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. Offeror must also attach a letter from the vendor stating that the equipment is available, and financing has been secured.
- 6.7** A brief history of the firm and a basic descriptive work plan on how the Contractor would service Convenience Sites, inspect containers for damage or wear, proposed replacement schedules for containers, handle damage claims and handle service complaints. The plan should include an organization chart showing the management structure which would be utilized for this contract, key staff resumes, and prior project experience of key staff.

A background check of Offeror will be conducted to inquire about previous services rendered. Should the background check reveal serious problems or insufficient response to rectify the problems, the County has the right to disqualify the Offeror.

In the County's sole discretion, the Offeror may satisfy any or all of the experience and qualification requirements of this Section 6 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

## **7. Condition**

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

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

The failure or omission of any Offeror 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 Proposal or to the Contract. The County shall make all such documents available to the Offeror.

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 County.

The Offeror'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. Subcontractors**

No subcontracting of services or equipment will be allowed under this contract without written authorization by the County. The Contractor shall perform 100% of the work as outlined in the Scope of Services.

**9. Addenda and Explanations**

Explanations desired by a prospective Offeror shall be requested of the County by emailing the Purchasing Services Manager, Rebecca Dantzler, at rdantzler@dorchestercountysc.gov, 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 County website. It is the responsibility of the Offeror to check the website for updated addendums. Any verbal statements regarding same by any person prior to the award shall be unauthorized and not binding.

Addenda issued to Offeror prior to date of receipt of Proposal shall become a part of the Contract Documents and all Proposals 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 Dorchester County website, not later than five (5) days prior to the date fixed for the opening of Bid.

**10. Name, Address and Legal Status of the Offeror**

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

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Offeror shall give full names of all partners. Partnership and individual Offeror will be required to state in the Proposal the names of all persons interested therein.

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

Offeror must complete and enclose the attached Non-Collusion Affidavit of Offeror Form.

**11. Disqualification of Offeror**

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 an Offeror and the rejection of its Proposal:

**11.1** Evidence of collusion among Offerors.

**11.2** Submission of incorrect or misleading information to the County.

**11.3** Lack of competency as revealed by financial statements, experience or equipment.

**11.4** Lack of responsibility in past work judged from the standpoint of workmanship as submitted.

## **12. 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 County, execution of the contract documents, and a written Notice to Proceed.

**Any Contract resulting from this solicitation shall be virtually identical in substance and form to the Contract which is attached and marked Attachment 3, Sample Contract. The only anticipated changes in Attachment 3, Sample Contract, will be to include additional exhibits and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the solicitation deadline. Offerors should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions. Because the signed contract will be substantively and substantially derived from Attachment 3, Sample Contract, Offeror is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment 3, Sample Contract, before submitting a proposal. Again, Attachment 3, Sample Contract, contains important legal provisions and is considered part and parcel of this RFP. Failure or refusal to sign aforesaid Contract shall be grounds for the County to revoke any Notice of Award which has been issued and award the Contract to another Offeror.**

## **13. Basis for the Proposal**

**14.1** Costs for Solid Waste and Recycling Collection and Hauling Services shall include a monthly rental fee for each specified type/size of container and a fee per haul to transport material to a Disposal Facility or Materials Recycling Facility designated by the County as referenced in section 4.1 pages 9-12.

**14.2** Costs for On-Site Management Services shall be on a monthly fee basis.

**14.3** Costs for On-Site Processing shall be on a monthly fee basis.

**14.4** Fees and costs for additional service over and above the minimum guaranteed service herein provided shall be agreed upon by the County and Contractor prior to commencement of service.

**14.5** The term of the Contract shall be for three (3) years. Upon agreement of County and the Contractor, the Contract may be extended for two (2) additional one (1) year terms.

## **14. Proposal Evaluation**

The Selection Committee will evaluate Proposals based on the factors outlined below which shall be applied to all eligible, responsive Proposals in selecting the successful Offeror. The Selection Committee reserves the right to disqualify any Proposal. The Selection Committee reserves the right to make such investigations of the qualifications of the Offeror as it deems appropriate.

Award of a contract may be made without discussion with Offerors after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The County reserves the right to void the contract if the successful Offeror cannot perform services specified by the



Offeror's response. Proposal evaluation criteria will be grouped into percentage factors as follows:

1. History and Experience: - 30 points
2. Qualifications – 30 points
3. Firm's Implementation Plan and Understanding of the County's Needs – 20 points
4. Cost Proposal – 20 points

The relative merits of all proposals will be determined at the sole discretion of the County.

## **15. Selection Process**

A Selection Committee will evaluate proposals based on, but not limited to, related experience of the respondents, which proposal best meets the scope of services and overall proposal content.

The County may, at its option, interview firms as part of this selection process. However, selection may take place without such interviews. The County reserves the right, at its sole discretion, to reject any or all proposals. The contract will be awarded to the most responsive and responsible firm meeting the specifications desired by the County. Although cost will be a consideration, the award will be based on cost consistent with the desired quality of service needed for effective use.

## **16. Protest Procedures and Remedies**

Offerors may appeal the award decision by submitting a written protest to the Purchasing Services Office within five (5) business days of the date of the award notice, with a copy of the protest to the successful Offeror. The protest must contain a statement of the basis for the challenge.

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 remedy set forth herein shall be the Offeror's sole and exclusive remedy with regard to the Request for Proposals, 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 Proposals received by the County.**

# **SCOPE OF WORK**

## **County Convenience Sites**

### **1. Overview**

The County is accepting Sealed Proposals from established waste and recycling firms for the following solid waste and recycling service at County Convenience Sites:

1. Solid Waste and Recycling Collection and Hauling Services
2. On-site Management Services
3. On-site Processing Services

Offerors are required to submit separate Costs for Services 1, 2, and 3. However, the County, in its sole discretion, may elect not to award a contract for Services 2 and 3 based upon Offeror interest and submitted proposals.

Dorchester County is located in the South Carolina Lowcountry and is one of three counties that make up the Charleston metropolitan area. The County covers 577 square miles and has a population of 136,555 in the 2010 Census, an increase of 41.6% since the 2000 Census. Within the County are portions of six municipalities: Summerville, North Charleston, Ridgeville, Harleyville, Reevesville, and St. George (County Seat).

Dorchester County operates under a Council-Administrator form of government and has over 800 authorized full-time positions. The County Administrator is responsible for the administration of all departments under the control of the County Council.

### **2. Definitions**

- 2.1 Addenda - written or graphic modification or interpretation of the RFP documents issued by Dorchester County prior to the proposal openings.
- 2.2 Offeror - the person, firm, corporation or partnership submitting a proposal to provide Solid Waste and Recycling Services for County Convenience Sites.
- 2.3 Proposal - the offeror's written response to this Request for Proposals.
- 2.4 Bond - either a bid bond, performance bond, payment bond, or a guaranteed letter of credit.
- 2.5 Brown Goods- bulky waste generated at residences such as furniture, mattresses, box springs, etc. excluding white goods and appliances.
- 2.6 Construction Debris- materials resulting from construction, remodeling, repair or demolition operations.
- 2.7 Contract Documents- the Request for Proposals, Contractor's Proposed Pricing Sheets, Non-Collusion Affidavit of Offeror Form, Performance Bond Form and any addenda or changes to the foregoing documents agreed to by the Owner and Contractor.

- 2.8 Contractor- the person, corporation or partnership performing Solid Waste and Recycling Services for County Convenience Sites under contract with the County.
- 2.9 Convenience Site - means a collection facility where household waste is transferred from non-commercial vehicles to disposal and recycling containers and hauled to a Disposal Facility or Materials Recycling Facility.
- 2.10 Disposal Facility- a licensed landfill in Berkeley, Dorchester or Charleston County Landfills may be privately or publicly owned and/or operated.
- 2.11 Garbage- putrescible animal and vegetable waste or refuse expected to be placed in garbage/trash containers located within a residence.
- 2.12 Materials Recycling Facility- a licensed facility that receives, separates and prepares recyclable materials for marketing to end-user manufacturers.
- 2.13 Person- an individual, partnership, corporation, joint venture, private or public service company or entity, however organized.
- 2.14 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.
- 2.15 Solid Waste- all types of solid waste such as, but not limited to, residential solid waste, garbage, trash, rubbish, refuse and miscellaneous household wastes including solid waste materials resulting from industrial operations, commercial operations, governmental operations, and from community activities, but excluding special wastes.
- 2.16 Yard Waste- solid waste consisting solely of vegetative matter resulting from landscaping maintenance.

### **3. Goals and Objectives of RFP**

The following goals and objectives are established for this RFP:

- 3.1 To provide cost efficient collection and hauling services for County Convenience Sites.
- 3.2 To consider options from Offerors to suggest new technology and equipment to reduce collection and hauling cost.
- 3.3 To obtain Contractor-provided employees to staff and manage County Convenience Sites.
- 3.4 To obtain Contractor provided employees and equipment to load and pack open top containers.

### **4. Services Requested in RFP**

Offerors will be asked to submit proposals to provide the following services to County Convenience Sites:

#### **4.1 Solid Waste and Recycling Collection and Hauling Services**

Dorchester County is soliciting Proposals from qualified firms for providing containers at 14 County Convenience Sites and for the transport of containers from those Convenience Sites for disposal or recycling of the contents of the containers.

The Contractor shall provide all supervision, materials, equipment, labor, and all other items necessary and assume all responsibility for the collection and transport of containers from those Convenience Sites for disposal or recycling of the contents of the containers.

Containers of MSW (household garbage) shall be hauled to the Oakridge Landfill located on US Highway 78 in Dorchester, SC for disposal.

Containers of brown goods and construction and demolition (C&D) shall be hauled to the Carolina Waste Landfill located at 355 Harrison Rd., Dorchester SC or to the Oakridge Landfill located on US Highway 78 in Dorchester, SC. as designated by the County.

Containers of yard waste shall be hauled to the Carolina Waste Landfill located at 355 Harrison Rd., Dorchester SC or to Ladson Wood Recycling located at 9421 Highway 78, Ladson SC 29456 as designated by the County.

Containers of recycled material shall remain the property of Dorchester County and shall be hauled to a County designated Materials Recycling Facility located in the Tri-County region or outside the Tri-County region upon approval by the County:

**4.1.1** Plastic, cardboard and mixed paper shall be hauled to Sonoco Recycling located at 2025 Tellico Rd. North Charleston, SC 29405 or to a Materials Recycling Facility designated by the County.

**4.1.2** Glass shall be hauled to Fisher Recycling located at 2750 Avenue B North Charleston, SC 29405 or to a Materials Recycling Facility designated by the County.

**4.1.3** Scrap Metal shall be hauled to Charleston Steel located at 3038 Highway 52, Mount Holly, SC 29461 or to a Materials Recycling Facility designated by the County.

Collection containers and compactors are to be presentable and clean at all times. Once collection containers are hauled, they are to be brought back clean and free from any trash, or foul odors. Compactors that are to be picked up and hauled are to be returned empty, rinsed out and free from foul odors. Contractors are to handle any smell or insect problems that are associated with collection containers and compactors.

Residue spilled during removal of collection containers shall be cleaned up by the Contractor. If the Contractor fails to meet the required clean up requirements, then the Contractor shall be fined as determined by County for every day the spill or mess is not cleaned up and could be in breach of Contract which could result in default of the Contract.

Contractor shall provide switch-out containers as needed to ensure that there is sufficient capacity for residents to dispose of waste and recyclable material. During a switch-out, the contractor removes the full container and places an empty container in its place. Switch-out containers shall be provided at no cost to the County. Self-contained compactors shall be hauled to the landfill and returned to the Convenience Site within three (3) hours of removal. Contractor shall be fined as determined by the County for every day switch-out containers are not provided or compactors are not returned within the allotted time.

Roll-offs and compactors shall be serviced when full or as directed by the County. 8yd front end load containers shall be serviced every Monday, Wednesday, and Saturday or as designated by the County.

Contractor shall provide the quantity, type and size of containers and equipment necessary to support each Convenience Site. The Contractor shall provide all containers and compactors at the Contractor's expense.

It shall be the responsibility of the Contractor to provide the necessary electrical connections and concrete pads to operate the compactors at the Convenience Sites as noted below and any additional compactors the County may need to support current and/or future sites.

Below is a list of the current quantity, type and size of containers and equipment used at County convenience sites. This list is provided to assist in the bidding process, but not guarantee future service levels at County convenience sites.

**Reevesville Convenience Site** - 312 Myers Rd., Reevesville, SC 29471

- 1-30 CY closed top roll-off with/slots - Cardboard
- 1-20 CY closed top roll-off with/sliding doors - Mixed Paper
- 8 - 8 CY front end load containers - MSW (Household Garbage)

**Rosinville Convenience Site** - 321 Deep Wood Rd., St. George, SC 29477

- 1-30 CY closed top roll-off with/slots - Cardboard
- 1-20 CY closed top roll-off with/sliding doors - Mixed Paper
- 8 - 8 CY front end load containers - MSW (Household Garbage)

**St. George Convenience Site** - 5365 Memorial Blvd., St. George, SC 29477

- 2-30 CY closed top roll-off with/slots - Cardboard
- 1-20 CY closed top roll-off with/sliding doors - Mixed Paper
- 1-20 CY closed top roll-off with/sliding doors - Mixed Glass
- 1-20 CY closed top roll-off with/sliding doors - Mixed Cans
- 1-20 CY closed top roll-off with/sliding doors - Commingled Plastic
- 5-20 CY open top roll-off - Brown Goods and Construction and Demolition
- 3-30 CY open top roll-off - Brown Goods and Construction and Demolition
- 2-35 CY self-contained compactors - MSW (Household Garbage)

**Grover Convenience Site** - 3551 Wire Rd., St. George, SC 29477

- 1-30 CY closed top roll-off with/slots - Cardboard
- 1-20 CY closed top roll-off with/sliding doors - Mixed Paper
- 8 - 8 CY front end load containers - MSW (household garbage)

**Harleyville Convenience Site** - 455 Seven Mile Rd., Harleyville, SC 29448

1-30 CY closed top roll-off with/slots - Cardboard  
1-20 CY closed top roll-off with/sliding doors - Mixed Paper  
8 - 8 CY front end load containers - MSW (household garbage)

**Dorchester Convenience Site** - 312 Limehouse Rd., Dorchester, SC 29437

1-30 CY closed top roll-off with/slots - Cardboard  
1-20 CY closed top roll-off with/sliding doors - Mixed Paper  
8 - 8 CY front end load containers - MSW (household garbage)

**Ridgeville Convenience Site** - 258 Campbell Thickett Rd., Ridgeville, SC 29472

1-30 CY closed top roll-off with/slots - Cardboard  
1-20 CY closed top roll-off with/sliding doors - Mixed Paper  
1-35 CY self-contained compactors - MSW (household garbage)  
1 - 8 CY front end load containers - MSW (household garbage)

**Givhans Convenience Site** - 1548 Givhans Rd., Ridgeville, SC 29472

2-30 CY closed top roll-off with/slots - Cardboard  
1-20 CY closed top roll-off with/sliding doors - Mixed Paper  
1-20 CY closed top roll-off with/sliding doors - Mixed Glass  
1-20 CY closed top roll-off with/sliding doors - Mixed Cans  
1-20 CY closed top roll-off with/sliding doors - Commingled Plastic  
3-20 CY open top roll-off - Brown Goods and Construction and Demolition  
1 - 8 CY front end load containers - MSW (household garbage)  
1-35 CY self-contained compactors - MSW (household garbage)

**Knightsville Convenience Site** - 1985 Central Ave., Summerville, SC 29483

4-30 CY closed top roll-off with/slots - Cardboard  
2-20 CY closed top roll-off with/sliding doors - Mixed Paper  
1-20 CY closed top roll-off with/sliding doors - Mixed Glass  
1-20 CY closed top roll-off with/sliding doors - Mixed Cans  
2-20 CY closed top roll-off with/sliding doors - Commingled Plastic  
10-30 CY open top roll-off - Brown Goods and Construction and Demolition  
5-40 CY open top roll-off - Brown Goods and Construction and Demolition  
3-35 CY compactors - MSW (household garbage)

**Sprucewood Convenience Site** - 1344 Beech Hill Rd., Summerville, SC 29485

3-30 CY closed top roll-off with/slots - Cardboard  
1-20 CY closed top roll-off with/sliding doors - Mixed Paper  
1-20 CY closed top roll-off with/sliding doors - Mixed Glass  
1-20 CY closed top roll-off with/sliding doors - Mixed Cans  
1-20 CY closed top roll-off with/sliding doors - Commingled Plastic  
1 - 8 CY front end load containers - MSW (household garbage)  
1-35 CY self-contained compactors - MSW (household garbage)

**Oakbrook Convenience Site** - 235 Old Fort Drive, Summerville, SC 29483

4-30 CY closed top roll-off with/slots - Cardboard  
2-20 CY closed top roll-off with/sliding doors - Mixed Paper  
1-20 CY closed top roll-off with/sliding doors - Mixed Glass

1-20 CY closed top roll-off with/sliding doors - Mixed Cans  
2-20 CY closed top roll-off with/sliding doors - Commingled Plastic  
8-30 CY open top roll-off - Brown Goods and Construction and Demolition  
5-40 CY open top roll-off - Brown Goods and Construction and Demolition  
2-35 CY self-contained compactors - MSW (household garbage)

**Clubhouse Convenience Site** - 467 Geddisville Rd., Ridgeville, SC 29472

1-30 CY closed top roll-off with/slots - Cardboard  
1-20 CY closed top roll-off with/sliding doors - Mixed Paper  
5 - 8 CY front end load containers - MSW (household garbage)

**Sandy Pines Yard Waste Site** - 374 Sandy Pines Rd. Dorchester, SC 29437

6-20 CY open top roll-off - Brown Goods and Construction and Demolition  
1-30 CY open top roll-off - Yard Waste

**Suburban Yard Waste Site** - 130 Suburban Rd., Summerville, SC 29483

2-30 CY open top roll-off - Yard Waste

**Note:** County is considering 15 CY self-contained compactors for MSW in place of 8 CY front end load containers at Reevesville, Rosinville, Grover, Harleyville, and Dorchester Convenience Sites.

**Note:** County is considering 35 CY stationary compactors for OCC in place of 30 CY closed top roll-off with/slots at Oakbrook, Knightsville and Sprucewood Convenience Sites.

## **4.2 On-Site Management Services**

Dorchester County is soliciting proposals from qualified firms to provide personnel to staff and manage 14 County Convenience Sites.

The County staffs 14 Convenience Sites with 38 part time employees. In order to maintain their part time status, employees are scheduled to work 53 hours one week and off the next.

Personnel shall at all times be employees of the Contractor, not employees of the County. The Contractor shall pay the cost of providing PPE, uniforms, office supplies, training and daily oversight of employees and on-site Convenience Site operations.

Except for damage caused by acts of negligence on the part of the Contractor, its employees or subcontractors, the County shall maintain and repair access roads, buildings, and fences/gates. Capital improvements made to the Convenience sites shall be paid by the County.

The County shall provide for the removal and disposal of used oil, oil filters, anti-freeze, gas/oil mixture, used cooking oil, batteries, tires, yard waste and electronics. Convenience Site attendants' duties shall include but are not limited to the following activities:

**4.2.1** Monitor residency requirements as necessary to prevent out-of-county dumping.

- 4.2.2 Ensure compliance to County Ordinance 16-11 and revisions thereof.
- 4.2.3 Prevent waste and recyclables from Commercial entities from being disposed of and recycled at Convenience Sites.
- 4.2.4 Prevent scavenging activities.
- 4.2.5 Supervise the ingress and egress of vehicles.
- 4.2.6 Direct residents on where to unload and place waste and recyclables.
- 4.2.7 Monitor containers for proper disposal and recycling of materials and remove contaminants.
- 4.2.8 Operate and maintain the trash compactor.
- 4.2.9 Answer resident questions and provide information to residents in a courteous manner.
- 4.2.10 Maintain the Convenience site and the grounds in a clean and neat condition.
- 4.2.11 Ensure offices are kept clean and orderly and not used for unauthorized business.

Staffing requirements and hours of operation for the 14 Convenience Sites are as follows:

**Reevesville Convenience Site** - 312 Myers Rd., Reevesville, SC 29471  
 2 employees - Employees work alternating weeks 1 on and 1 off  
 Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
 Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Rosinville Convenience Site** - 321 Deep Wood Rd., St. George, SC 29477  
 2 employees - Employees work alternating weeks 1 on and 1 off  
 Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
 Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**St. George Convenience Site** - 5365 Memorial Blvd., St. George, SC 29477  
 2 employees - Employees work alternating weeks 1 on and 1 off  
 Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
 Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Grover Convenience Site** - 3551 Wire Rd., St. George, SC 29477  
 2 employees - Employees work alternating weeks 1 on and 1 off  
 Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
 Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Harleyville Convenience Site** - 455 Seven Mile Rd., Harleyville, SC 29448  
 2 employees - Employees work alternating weeks 1 on and 1 off  
 Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
 Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday



**Dorchester Convenience Site** - 312 Limestone Rd., Dorchester, SC 29437  
2 employees - Employees work alternating weeks 1 on and 1 off  
Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Ridgeville Convenience Site** - 258 Campbell Thickett Rd., Ridgeville, SC 29472  
2 employees - Employees work alternating weeks 1 on and 1 off  
Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Givhans Convenience Site** - 1548 Givhans Rd., Ridgeville, SC 29472  
2 employees - Employees work alternating weeks 1 on and 1 off  
Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Knightsville Convenience Site** - 1985 Central Ave., Summerville, SC 29483  
6 employees - Employees work alternating weeks 3 on and 3 off  
Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Sprucewood Convenience Site** - 1344 Beech Hill Rd., Summerville, SC 29485  
2 employees - Employees work alternating weeks 1 on and 1 off  
Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Oakbrook Convenience Site** - 235 Old Fort Drive, Summerville, SC 29483  
6 employees staff the site with 3 on and 3 off working alternating weeks  
Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Clubhouse Convenience Site** - 467 Geddisville Rd., Ridgeville, SC 29472  
2 employees - Employees work alternating weeks 1 on and 1 off  
Hours of Operation: Monday, Tuesday, Thursday, and Friday 7 a.m. - 6 p.m.  
Saturday 8 a.m. - 5 p.m. Closed Sunday and Wednesday

**Suburban Yard Waste Site** - 374 Sandy Pines Rd., Dorchester, SC 29437  
2 employees - Employees work alternating weeks 1 on and 1 off  
Hours of Operation: Tuesday and Thursday 7 a.m. - 5 p.m.  
Saturday 8 a.m. - 5 p.m. Closed Monday, Wednesday, Friday and Sunday

**Sandy Pines Yard Waste Site** - 374 Sandy Pines Rd., Dorchester, SC 29437  
2 employees - Employees work alternating weeks 1 on and 1 off  
Hours of Operation: Monday, Wednesday and Friday 7:30 a.m. - 3:30 p.m.  
Tuesday and Thursday 8 a.m. - 6 p.m. and Saturday 8 a.m. - 5 p.m. Closed Sunday

### **4.3 On-Site Processing Services**

Dorchester County is soliciting proposals from qualified firms for the loading and packing of open top containers at the Oakbrook, Knightsville, Givhans, St. George and Sandy Pines Convenience Sites.

The County has (2) two employees who travel to the Convenience Sites to load material that has been placed on the ground into roll-offs. Once the material is off the ground, they pack all the containers with a backhoe. It is estimated they spend the following hours per week at each Convenience Site performing this service:

Oakbrook	14 hours
Knightsville	14 hours
St. George	8 hours
Givhans	2 hours
Sandy Pines	2 hours

The Offeror shall provide all supervision, materials, equipment, labor, and all other items necessary and assume all responsibility for the loading and packing of open top roll-off containers.

### **5. Supporting Data**

Offerors can find the number of hauls and tonnage for County Convenience Sites from July 1, 2018 to June 30, 2019 in Attachment 2. Quantities were tracked over a one year period and are given to assist in the Solicitation process but do not guarantee future volumes at County Convenience Sites.

### **6. Site Operations**

#### **6.1 Collection and Hauling Hours**

Collection and hauling of solid waste and recycling shall not start before 6:00 a.m. or continue after 7:00 p.m. at Knightsville and Oakbrook Convenience Sites. Start and end times for the remaining Convenience Sites shall be determined by the Contractor and approved by the Manager of the Solid Waste Division. Exceptions to collection and hauling hours shall be effected only upon the mutual agreement of the County and Contractor.

#### **6.2 Holidays**

Convenience Sites shall be closed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**6.3 Complaints**

In the event Dorchester County receives a complaint regarding the level or quality of service provided by the contractor at a Convenience site, the County and Contractor shall coordinate an investigation to review the matter. The Contractor shall submit the findings of their investigation to the County within 24 hours of the complaint (one normal business working day). Contractor may request an extension in certain circumstances. The Contractor will be required to maintain a daily log of all Convenience Site complaints to be provided to the Solid Waste Division upon request.

**6.4 Collection Equipment**

The Contractor shall provide an adequate number of vehicles to support the collection and hauling of solid waste and recycling from Convenience Sites. 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.

**6.5 Containers**

The Contractor shall provide an adequate number of containers as designated by the County to support the collection and hauling of solid waste and recycling from Convenience Sites. All containers shall be kept in good repair, appearance, and in a sanitary condition at all times.

Containers shall not be hauled unless they are packed and full to capacity. The Contractor shall provide switch-out containers in place of containers out for hauling.

**6.6 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 7:00 a.m. to 6:00 p.m. on all business days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times.

**7. Hauling**

The Contractor shall ensure garbage and recyclables hauled are contained, tied, or enclosed to prevent leaking, spilling or blowing, following state and local laws, ordinances and regulations.

**8. Reporting Requirements**

The Contractor will be required to maintain a daily log of all loads hauled from each Convenience Site. The log shall include the type of waste or recycle material, container type/size, date and time pulled at the Convenience Site, date and time deposited at either the Disposal Facility or Materials Recycling Facility designated by the County, and the loaded and unloaded scale weight of the transport vehicle and container. Copies of the log entries shall be provided to the Manager of the Solid Waste Division on a weekly basis.

Dorchester County retains the right to change the basic scope of services for the 14 Convenience Sites with a written 30 day notice to Bidder/Contractor. The County and Contractor shall provide in

writing the proposed unit cost or unit cost adjustment for the change in services. As changes are implemented the Contractor will document the price adjustment associated with the change on the monthly invoice.

The County will retain the right to cancel the contract in full upon 120 days' notice without cause based upon the best interests of the county.

**GENERAL CONTRACTOR SPECIFICATIONS**  
**County Convenience Sites**

**1. Compliance with Laws**

The Contractor shall conduct operations 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 County on the subject. In the event that the collection of any Garbage or the disposal of Garbage at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of Garbage shall be eliminated from this Contract. The County reserves the right, and shall at its sole discretion approve other DHEC-permitted Disposal Facilities for the Successful Bidders use.

**2. Nondiscrimination**

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

**3. Indemnity**

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

**4. Licenses and Taxes**

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

**5. Term**

The Contractor will be awarded a contract period of three (3) years. Upon agreement of Dorchester County and the Contractor, this Contract may be extended for two (2) additional one (1) year terms.

**6. Insurance**

The Contractor shall provide the following insurance coverage's and limits in order to provide services or materials to Dorchester County general government departments. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk. If you or your insurance agent has questions regarding these requirements, please contact Risk Manager at 843-832-0216

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to

persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Bidder for the duration of the contract period; for occurrence policies.

(a) General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits General Liability:

\$1,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

(b) Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder, his agents, representatives, employees or subcontractors.

Minimum Limits Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

(c) Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

(d) Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

(e) Coverage Provisions

- All deductibles or self-insured retention shall appear on the certificate(s).
- Dorchester County, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Workers' Compensation/Employers' Liability.
- The offeror's insurance shall be primary over any applicable insurance or self-

insurance maintained by the County.

- Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- All coverage for subcontractors of the Bidder shall be subject to all of the requirements stated herein.
- All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- The Contractor shall furnish the County annual certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII

## **7. 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) In the event of default by the Contractor in regard to any of the provisions of this agreement or the contract documents, the County'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 County shall give Contractor written notice of any default by Contractor hereunder and 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.
- (d) The surety on the Performance Bond shall be a duly authorized corporate surety company authorized to do business in the State of South Carolina.

### **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.

### **8. County's Remedies**

The County'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.

### **9. Contractor's Remedies**

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

### **10. Basis and Method of Payment**

- (a) Rates – For services required to be performed hereunder, the Contractor shall charge the County the rates as fixed by the Contract Documents for the first year of the Contract.
- (b) Modification to Rates – At the end of each 12 month period, the payments to be made to the Contractor for the following 12 month period shall be increased in an amount equal to the percentage increase issued to the County by the South Carolina Budget and Control Board of Statistics, based upon its use of the US Department of Labor, Bureau of Labor Statistics, CPI-U for the South urban area. Should the South Carolina Budget and Control Board cease to issue increases based upon use of the Bureau of Labor Statistics CPI-U for South urban area, the Parties agree that the annual rate increases described herein shall be based upon the percentage change in the Bureau of Labor Statistics CPI-U for the South urban area.
- (c) Contractor Billings to County – The Contractor shall bill the County within (10) days following the end of each month for services rendered. Payments will be made by the County each month within thirty (30) days of receipt of Contractor invoice.

### **11. Dorchester County Business License**

Upon award of Bid, Contractor must obtain and supply a Dorchester County Business License.

### **12. 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 County, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the Contractor.



**COST PRICING SHEET 1**  
**Solid Waste and Recycling Collection and Hauling Services**

Company Name: \_\_\_\_\_

The undersigned has examined the complete RFP and requirements contained in the solicitation for Solid Waste and Recycling Collection and Hauling Services and are submitting the following Cost Price Sheet in full compliance with those requirements.

The undersigned states that this cost and price analysis is submitted in full compliance with the provisions of the RFP to which this proposal is a response.

All prices must be offered for the cost sheet to be considered complete.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

The Contractor shall provide all supervision, materials, equipment, labor, and all other items necessary and assume all responsibility for the collection and transport of containers from 14 Convenience Sites.

**Rental**

**Monthly Cost**

20 CY closed top roll-off with/slots	\$ _____
20 CY closed top roll-off with/sliding doors	\$ _____
20 CY open top roll-off	\$ _____
30 CY closed top roll-off with/slots	\$ _____
30 CY closed top roll-off with/sliding doors	\$ _____
30 CY open top roll-off	\$ _____
40 CY closed top roll-off with/slots	\$ _____
40 CY closed top roll-off with/sliding doors	\$ _____
40 CY open top roll-off	\$ _____
40 CY self-contained compactor	\$ _____
40 CY stationary compactor	\$ _____
15 CY self-contained compactor	\$ _____

**Transportation**

**Cost per Haul**

Haul roll-off to Oakridge Landfill	\$ _____
Haul roll-off to Carolina Waste Landfill	\$ _____
Haul compactor to Oakridge Landfill	\$ _____
Haul roll-off to Charleston Steel	\$ _____
Haul roll-off to Fisher Recycling	\$ _____
Haul roll-off to Sonoco Recycling	\$ _____
Haul compactor to Sonoco Recycling	\$ _____
Haul roll-off to Repower - Berkeley County	\$ _____
Haul roll-off to Charleston MRF	\$ _____
Haul roll-off to Ladson Wood	\$ _____

**Service**

**Monthly Cost**

8 CYD FEL container serviced 1x per week	\$ _____
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**COST PRICING SHEET 2**  
**On-Site Management Services**

Company Name: \_\_\_\_\_

The undersigned has examined the complete RFP and requirements contained in the solicitation for On-Site Management Services and are submitting the following Cost Price Sheet is in full compliance with those requirements.

The undersigned states that this cost and price analysis is submitted in full compliance with the provision of the RFP to which this proposal is a response.

All prices must be offered for the cost sheet to be considered complete.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

The County staffs 14 Convenience Sites with 38 part time employees. In order to maintain their part time status, employees are scheduled to work 53 hours one week and off the next.

Personnel shall at all times be employees of the Contractor, not employees of the County.

**Monthly Cost to Staff 14 Convenience Sites:**

\$ \_\_\_\_\_

**COST PRICING SHEET 3**  
**On-Site Processing Services**

Company Name: \_\_\_\_\_

The undersigned has examined the complete RFP and requirements contained in the solicitation for residential curbside collection services and are submitting the following Cost Price Sheet in full compliance with those requirements.

The undersigned states that this cost and price analysis is submitted in full compliance with the provision of the RFP to which this proposal is a response.

All prices must be offered for the cost sheet to be considered complete.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

The County has (2) two employees who travel to the Convenience Sites to load material that has been placed on the ground into roll-offs. Once the material is off the ground, they pack all the containers with a backhoe. It is estimated they spend the following hours per week at each Convenience Site performing this service:

Oakbrook	14 hours
Knightsville	14 hours
St. George	8 hours
Givhans	2 hours
Sandy Pines	2 hours

The Contractor shall provide all supervision, materials, equipment, labor, and all other items necessary and assume all responsibility for the loading and packing of open top containers at Oakbrook, Knightsville, Givhans, St. George and Sandy Pines Convenience Sites.

**Monthly Cost to Load and Pack Open Top Containers at Oakbrook, Knightsville, Givhans, St. George and Sandy Convenience Sites:**

\$ \_\_\_\_\_



**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 Solid Waste and Recycling Services for County Convenience Sites, 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

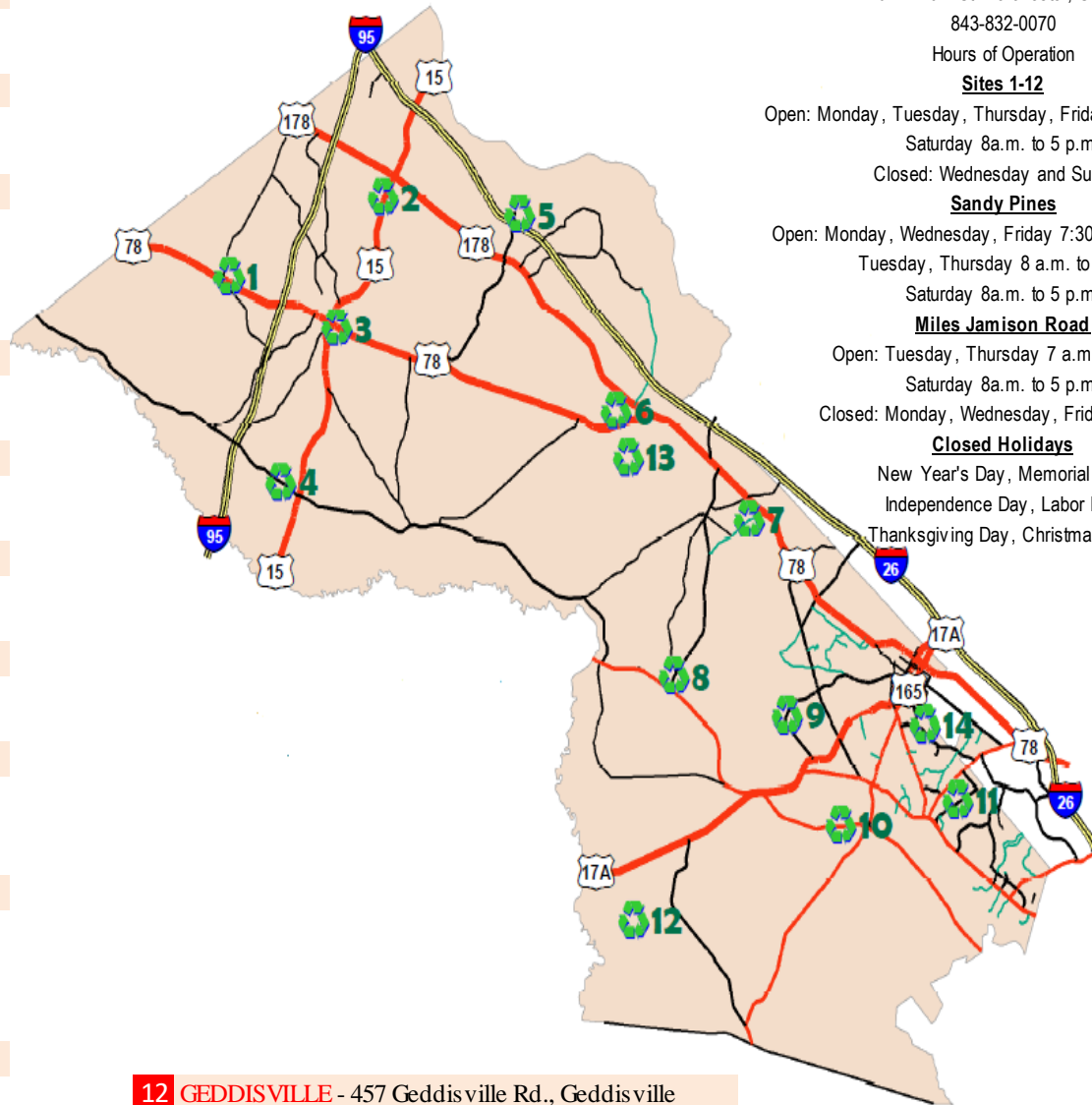
By: \_\_\_\_\_  
SURETY

(SEAL)

# Dorchester County Convenience Sites

## ATTACHMENT 1

- 1 REEVESVILLE** - 312 Myers Rd., Reevesville  
Cardboard, Mixed Paper, Batteries, Garbage, Cooking Oil  
Motor Oil, Filters
- 2 ROSINVILLE** - 321 Deepwoods Rd., St. George  
Cardboard, Mixed Paper, Batteries, Garbage, Cooking Oil  
Motor Oil, Filters, Farmers Oil
- 3 ST. GEORGE** - 5365 Memorial Blvd, St. George  
Cardboard, Mixed Paper, Glass, Batteries, Garbage  
Cooking Oil, Motor Oil, Filters, Antifreeze, Scrap Metal  
Mixed Cans, Tires, C&D Debris, Appliances, Furniture  
Textiles, Electronics
- 4 GROVER** - 3551 Wire Rd., St. George  
Cardboard, Mixed Paper, Batteries, Garbage, Cooking Oil  
Motor Oil, Filters
- 5 HARLEYVILLE** - 455 Seven Mile Rd., Harleyville  
Cardboard, Mixed Paper, Batteries, Garbage, Cooking Oil  
Motor Oil, Filters, Antifreeze
- 6 DORCHESTER** - 312 Limestone Rd., Dorchester  
Cardboard, Mixed Paper, Batteries, Garbage, Cooking Oil  
Motor Oil, Filters
- 7 RIDGEVILLE** - 258 Campbell Thicket Rd., Ridgeville  
Cardboard, Mixed Paper, Batteries, Garbage, Cooking Oil  
Motor Oil, Filters, Antifreeze
- 8 GIVHANS** - 1548 Givhans Rd., Ridgeville  
Cardboard, Mixed Paper, Glass, Batteries, Garbage  
Cooking Oil, Motor Oil, Filters, Antifreeze, Scrap Metal  
Mixed Cans, Tires, C&D Debris, Appliances, Furniture
- 9 KNIGHTSVILLE** - 1941 Central Avenue, Summerville  
Cardboard, Mixed Paper, Glass, Batteries, Garbage  
Cooking Oil, Motor Oil, Filters, Antifreeze, Scrap Metal  
Mixed Cans, Tires, C&D Debris, Appliances, Furniture  
Textiles, Carpet Padding, Oil/Gas Mixture
- 10 SPRUCEWOOD** - 1344 Beech Hill Rd., Summerville  
Cardboard, Mixed Paper, Batteries, Garbage, Cooking Oil  
Motor Oil, Filters, Antifreeze, Mixed Cans, Textiles,  
Electronics, Oil/Gas Mixture
- 11 OAKBROOK** - 235 Old Fort Drive, Summerville  
Cardboard, Mixed Paper, Glass, Batteries, Garbage  
Cooking Oil, Motor Oil, Filters, Antifreeze, Scrap Metal  
Mixed Cans, Tires, C&D Debris, Appliances, Furniture  
Textiles, Carpet Padding



- 12 GEDDISVILLE** - 457 Geddisville Rd., Geddisville  
Cardboard, Mixed Paper, Batteries, Garbage, Cooking Oil  
Motor Oil, Filters
- 13 SANDY PINES** - 374 Sandy Pines Lane, Dorchester  
Scrap Metal, C&D Debris, Appliances, Furniture, Textiles  
Tires, Yard Trimmings
- 14 MILES JAMISON** - 130 Suburban Rd.  
Tard Trimmings

Dorchester County Public Works  
2120 E. Main St. Dorchester, SC 29437  
843-832-0070  
Hours of Operation

**Sites 1-12**  
Open: Monday, Tuesday, Thursday, Friday 7 a.m. to 6 p.m.  
Saturday 8a.m. to 5 p.m.  
Closed: Wednesday and Sunday

**Sandy Pines**  
Open: Monday, Wednesday, Friday 7:30 a.m. to 3:30 p.m.  
Tuesday, Thursday 8 a.m. to 6 p.m.  
Saturday 8a.m. to 5 p.m.

**Miles Jamison Road**  
Open: Tuesday, Thursday 7 a.m. to 5 p.m.  
Saturday 8a.m. to 5 p.m.  
Closed: Monday, Wednesday, Friday, Sunday

**Closed Holidays**  
New Year's Day, Memorial Day  
Independence Day, Labor Day  
Thanksgiving Day, Christmas Day



## Hauling and Tonnage Volumes FY2019

## Cardboard (Tons)

FY 2019	Dorchester	Geddisville	Givhans	Grover	Harleyville	Knightsville	Oakbrook	Reevesville	Ridgeville	Rosinville	Highway 61	St. George	Miles Jamison Road	Sandy Pines	Total Sites
July	1.00	0.00	2.78	0.00	1.67	16.18	20.92	1.31	0.61	0.00	8.21	2.37	0.00	0.00	55.05
August	0.88	0.00	4.00	0.00	0.00	20.07	25.41	0.00	1.32	0.00	10.15	6.20	0.00	0.00	68.03
September	0.00	0.00	3.05	1.02	1.24	17.23	17.97	1.11	0.64	0.00	7.63	2.28	0.00	0.00	52.17
October	0.80	0.00	3.25	0.00	1.00	22.58	21.47	0.00	0.73	1.32	7.89	4.34	0.00	0.00	63.38
November	0.75	0.00	2.19	0.00	0.00	16.30	22.96	0.00	1.19	0.00	9.19	4.55	0.00	0.00	57.13
December	0.00	0.00	2.64	0.00	0.89	23.38	23.21	0.98	0.46	1.45	7.89	1.61	0.00	0.00	62.51
January	2.44	0.00	3.48	0.00	1.00	28.06	26.25	0.00	2.41	0.00	9.43	2.61	0.00	0.00	75.68
February	1.31	0.00	3.78	0.00	0.00	16.27	21.91	1.16	3.66	0.99	7.49	6.23	0.00	0.00	62.80
March	1.16	0.00	1.70	0.00	1.04	18.75	24.94	0.00	0.92	0.00	9.91	3.96	0.00	0.00	62.38
April	0.96	0.00	2.36	0.00	0.92	17.30	24.77	0.98	0.00	0.00	10.58	3.56	0.00	0.00	61.43
May	0.00	0.00	5.86	0.84	0.91	21.99	28.39	0.00	0.00	0.00	7.22	3.67	0.00	0.00	68.88
June	0.83	0.00	3.18	0.00	1.01	13.05	21.45	1.79	1.02	0.00	8.91	1.97	0.00	0.00	53.21
Total Tons	10.13	0.00	38.27	1.86	9.68	231.16	279.65	7.33	12.96	3.76	104.50	43.35	0.00	0.00	742.65
Total Hauls	10	0	56	2	10	309	354	8	17	3	137	58	0	0	964
Avg. Tons per Haul	1.01	0.00	0.68	0.93	0.97	0.75	0.79	0.92	0.76	1.25	0.76	0.75	0.00	0.00	0.77

# Hauling and Tonnage Volumes FY2019

## Mixed Paper (Tons)

FY 2019	Dorchester	Geddisville	Givhans	Grover	Harleyville	Knightsville	Oakbrook	Reevesville	Ridgeville	Rosinvile	Highway 61	St. George	Miles Jamison Road	Sandy Pines	Total Sites
July	0.00	0.00	4.72	0.00	0.00	12.00	12.15	0.00	0.00	0.90	3.21	3.38	0.00	0.00	36.36
August	0.00	0.00	0.00	0.00	4.26	8.59	20.00	0.00	2.38	0.00	7.86	0.00	0.00	0.00	43.09
September	0.00	0.00	0.00	0.00	0.00	12.42	10.90	0.00	0.00	1.21	6.02	3.87	0.00	0.00	34.42
October	0.00	0.00	4.32	0.00	0.00	13.02	10.67	0.00	0.00	0.00	4.68	0.00	0.00	0.00	32.69
November	0.00	0.00	2.44	0.00	0.00	13.89	13.31	3.65	2.52	0.00	5.42	3.30	0.00	0.00	44.53
December	0.00	0.00	0.00	3.60	4.06	9.90	17.86	0.00	0.00	0.00	6.07	3.43	0.00	0.00	44.92
January	0.00	0.00	3.93	0.00	0.00	20.94	17.18	0.00	5.32	0.00	11.50	3.24	0.00	0.00	62.11
February	0.00	0.00	0.00	0.00	0.00	11.57	9.82	0.00	0.00	0.00	6.83	0.00	0.00	0.00	28.22
March	8.41	0.00	0.00	0.00	0.91	10.31	10.82	0.00	0.00	0.00	5.98	3.72	0.00	0.00	40.15
April	0.00	0.00	4.20	0.00	1.31	13.52	16.21	0.00	4.63	0.00	11.66	0.00	0.00	0.00	51.53
May	0.00	0.00	2.87	0.00	0.00	9.37	9.35	3.08	0.00	0.94	2.67	3.28	0.00	0.00	31.56
June	0.00	0.00	0.00	0.00	3.57	15.52	16.91	0.00	0.00	0.00	3.79	3.72	0.00	0.00	43.51
Total Tons	8.41	0.00	22.48	3.60	14.11	151.05	165.18	6.73	14.85	3.05	75.69	27.94	0.00	0.00	493.09
Total Hauls	1	0	6	1	5	66	62	2	4	3	27	9	0	0	186
Avg. Tons per Haul	8.41	0.00	3.75	0.00	2.82	2.29	2.66	3.37	3.71	1.02	2.80	3.10	0.00	0.00	2.65



# Hauling and Tonnage Volumes FY2019

## Plastics Comingle (Tons)

FY 2019	Dorchester	Geddisville	Givhans	Grover	Harleyville	Knightsville	Oakbrook	Reevesville	Ridgeville	Rosinville	Highway 61	St. George	Miles Jamison Road	Sandy Pines	Total Sites
July			0.94			6.12	8.34				3.29	0.87			19.56
August			0.79			8.34	7.21				3.60	1.17			21.11
September			0.86			7.12	9.56				2.28	0.99			20.81
October			0.82			6.58	8.76				3.14	5.22			24.52
November	Not Collected	Not Collected	0.41	Not Collected	Not Collected	7.32	8.13	Not Collected	Not Collected	Not Collected	2.83	0.83	Not Collected	Not Collected	19.52
December			0.40			5.02	7.12				0.93	0.38			13.85
January			1.03			6.52	7.01				2.47	1.01			18.04
February	Not Collected	Not Collected	0.64	Not Collected	Not Collected	7.47	7.43	Not Collected	Not Collected	Not Collected	4.09	0.98	Not Collected	Not Collected	20.61
March			0.78			6.29	5.06				1.92	0.97			15.02
April			0.82			8.22	8.88				1.81	1.23			20.96
May			0.61			4.47	4.41				1.51	0.71			11.71
June			0.55			5.50	7.44				2.66	0.36			16.51
Total Tons	0.00	0.00	8.65	0.00	0.00	78.97	89.35	0.00	0.00	0.00	30.53	14.72	0.00	0.00	222.22
Total Hauls	0	0	23	0	0	158	178	0	0	0	73	26	0	0	458
Avg. Tons per Haul	0.00	0.00	0.38	0.00	0.00	0.50	0.50	0.00	0.00	0.00	0.42	0.57	0.00	0.00	0.49

# Hauling and Tonnage Volumes FY2019

## Glass (Tons)

FY 2019	Dorchester	Geddisville	Givhans	Grover	Harleyville	Knightsville	Oakbrook	Reevesville	Ridgeville	Rosinville	Highway 61	St. George	Miles Jamison Road	Sandy Pines	Total Sites
July			3.82			7.92	9.00				4.85	3.71			29.30
August			0.00			13.42	10.08				5.19	0.00			28.69
September			0.00			9.07	13.36				4.78	0.00			27.21
October			3.32			9.37	9.28				8.41	4.69			35.07
November	Not Collected	Not Collected	0.00	Not Collected	Not Collected	8.53	10.06	Not Collected	Not Collected	Not Collected	5.20	0.00	Not Collected	Not Collected	23.79
December	Not Collected	Not Collected	0.00	Not Collected	Not Collected	12.64	10.91	Not Collected	Not Collected	Not Collected	4.44	0.00	Not Collected	Not Collected	27.99
January	Not Collected	Not Collected	0.00	Not Collected	Not Collected	14.30	16.44	Not Collected	Not Collected	Not Collected	5.99	4.96	Not Collected	Not Collected	41.69
February	Not Collected	Not Collected	0.00	Not Collected	Not Collected	10.03	12.82	Not Collected	Not Collected	Not Collected	11.96	0.00	Not Collected	Not Collected	34.81
March			5.69			10.51	10.77				5.52	4.89			37.38
April			0.00			12.98	11.15				5.61	0.00			29.74
May			0.00			13.15	19.01				4.52	0.00			36.68
June			0.00			10.63	11.30				11.57	5.00			38.50
Total Tons	0.00	0.00	12.83	0.00	0.00	132.55	144.18	0.00	0.00	0.00	78.04	23.25	0.00	0.00	390.85
Total Hauls	0	0	3	0	0	27	27	0	0	0	15	5	0	0	77
Avg. Tons per Haul	0.00	0.00	4.28	0.00	0.00	4.91	5.34	0.00	0.00	0.00	5.20	4.65	0.00	0.00	5.08

# Hauling and Tonnage Volumes FY2019

## Construction & Demolition Debris (Tons)

FY 2019	Dorchester	Geddisville	Givhans	Grover	Harleyville	Knightsville	Oakbrook	Reevesville	Ridgeville	Rosinville	Highway 61	St. George	Miles Jamison Road	Sandy Pines	Total Sites
July			55.37			459.02	525.97					89.48		26.60	1,156.44
August			55.12			473.20	435.22					98.54		36.33	1,098.41
September			44.34			354.58	326.22					75.92		18.47	819.53
October			40.21			400.20	394.98					75.94		19.44	930.77
November	Not Collected	Not Collected	37.58	Not Collected	Not Collected	362.93	369.24	Not Collected	Not Collected	Not Collected	Not Collected	86.57	Not Collected	20.38	876.70
December			31.23			363.31	332.55					107.46		18.34	852.89
January	Not Collected	Not Collected	43.60	Not Collected	Not Collected	410.28	446.67	Not Collected	Not Collected	Not Collected	Not Collected	89.15	Not Collected	37.03	1,026.73
February			46.20			390.97	387.55					96.20		31.79	952.71
March			48.07			441.20	456.38					118.35		39.92	1,103.92
April			51.10			489.95	477.98					132.42		28.83	1,180.28
May			47.06			500.61	426.28					123.85		28.23	1,126.03
June			53.25			496.37	443.78					140.79		25.66	1,159.85
Total Tons	0.00	0.00	553.13	0.00	0.00	5,142.62	5,022.82	0.00	0.00	0.00	0.00	1,234.67	0.00	331.02	12,284.26
Total Hauls	0.00	0.00	333	0.00	0.00	1,955	1,746	0.00	0.00	0.00	0.00	804	0.00	193	5,031
Avg. Tons per Haul	0.00	0.00	1.66	0.00	0.00	2.63	2.88	0.00	0.00	0.00	0.00	1.54	0.00	1.72	2.44

# Hauling and Tonnage Volumes FY2019

## Municipal Solid Waste - Compactors (Tons)

FY 2019	Dorchester	Geddisville	Givhans	Grover	Harleyville	Knightsville	Oakbrook	Reevesville	Ridgeville	Rosinville	Highway 61	St. George	Miles Jamison Road	Sandy Pines	Total
July			61.86			248.14	135.07		42.79		69.12	68.33			625.31
August			60.37			265.11	161.04		45.69		70.13	88.16			690.50
September			57.22			224.32	140.37		39.68		57.43	67.66			586.68
October			57.63			229.64	138.26		47.30		65.36	75.16			613.35
November			59.65			270.41	145.24		43.10		64.30	77.39			660.09
December			76.29			297.10	158.43		48.61		80.20	82.09			742.72
January			76.81			292.67	144.51		51.67		68.60	88.78			723.04
February			46.15			254.64	128.38		46.24		60.29	69.60			605.30
March			69.68			256.20	134.69		49.59		72.66	51.24			634.06
April			66.86			288.37	131.51		40.84		75.12	62.64			665.34
May			61.14			258.35	144.88		52.96		78.07	81.48			676.88
June			57.68			270.37	143.38		45.45		66.94	66.45			650.27
Total Tons	0.00	0.00	751.34	0.00	0.00	3,155.32	1,705.76	0.00	553.92	0.00	828.22	878.98	0.00	0.00	7,873.54
Total Hauls	0	0	91	0	0	385	242	0	71	0	105	97	0	0	991
Avg. Tons per Haul	0.00	0.00	8.26	0.00	0.00	8.20	7.05	0.00	7.80	0.00	7.89	9.06	0.00	0.00	7.95

# Hauling and Tonnage Volumes FY2019

## Yard Waste (Tons)

FY 2019	Dorchester	Geddisville	Givhans	Grover	Harleyville	Knightsville	Oakbrook	Reevesville	Ridgeville	Rosinville	Highway 61	St. George	Miles Jamison Road	Sandy Pines	Total
July													99.73	0.00	99.73
August													112.22	0.00	112.22
September													14.33	29.22	43.55
October													1,165.15	18.18	1,183.33
November	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	17.07	0.00	17.07
December	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	0.00	0.00	0.00
January	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	110.66	9.40	120.06
February	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	Not Collected	0.00	34.94	34.94
March													0.00	35.89	35.89
April													0.00	27.78	27.78
May													0.00	6.64	6.64
June													6.44	8.88	15.32
Total Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,525.60	170.93	1,696.53
Total Hauls	0	0	0	0	0	0	0	0	0	0	0	0	191	20	211
Avg. Tons per Haul	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.99	8.55	8.04

# Hauling and Tonnage Volumes FY2019

## Mixed Cans - Aluminum and Steel (Tons)

FY 2019	Dorchester	Geddisville	Reevesville	Grover	Harleyville	Ridgeville	Rosinville	Miles Jamison Road	Sandy Pines	Givhans Knightsville Oakbrook Highway 61 St. George		
										Hauls	Tons	Avg. Tons
July	Not Collected									7	5.71	0.82
August										10	9.56	0.96
September										6	4.96	0.83
October										6	5.06	0.84
November										9	8.04	0.89
December										8	6.22	0.78
January										9	8.00	0.89
February										9	8.51	0.95
March										7	5.59	0.80
April										7	5.85	0.84
May										8	6.01	0.75
June										6	4.94	0.82
Total										92	78.45	0.85

Hauls and tons are for 5 sites. Breakdown by site is not available. The majority of hauls and tons came from Oakbrook, Knightsville and Highway 61.

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF DORCHESTER )

**CONTRACT No. 2020-23  
CONVENIENCE SITE SERVICES**

**THIS CONTRACT** (hereinafter the “Contract”) entered into this \_\_\_\_ day of (Month) 2019, between the **COUNTY OF DORCHESTER**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "County") and **(NAME OF COMPANY/INDIVIDUAL)**, a (State Name) Sole Proprietorship/Partnership/Corporation, Limited Liability Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter the "Contractor"), (“Party” as to each; collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the County wishes to contract for the Convenience Site Services, as described in Request for Proposals No. 2020-3284-4202-18 (“Work” and/or “Services”); and

**WHEREAS**, the Contractor has represented to the County that its staff is qualified to provide the Work and perform this Contract in a professional and timely manner; and

**WHEREAS**, the County has relied upon the above representations by the Contractor; and

**NOW, THEREFORE**, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-referenced recitals incorporated into this Contract herein by reference, the Parties hereto hereby agree as follows:

**SECTION ONE  
Contract Documents**

The Parties agree that the Contract Documents shall include the following, which are incorporated herein and by reference:

Invitation for Bids (IFB) No. 2020-3284-4202-18/Scope of Work  
Contractor’s Insurance Certificate(s) and Endorsement(s)  
Exhibit A: Contractor's proposal dated \_\_\_\_\_, 2019

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- a. As between the Contract and the Contract Documents or any other documents which make up this Contract, this Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall diligently review all such documents and notify the County immediately upon discovery of same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall

not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

In order to induce the County to execute this Contract and recognizing that the County is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the County:

The Contractor is fully qualified to act as the general contractor for the work and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the work;

The Contractor has become familiar with the work site and the local conditions under which the work is to be constructed and operated. "Work Site" means the site or sites where the Work is performed.

The Contractor has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to, all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient.

## **SECTION TWO**

### **Scope of Work**

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a professional, timely manner, in accord with all applicable laws, rules and regulations.

Scope of Work and Specifications:

Provide services as detailed in the attached Scope of Work and Contractor's bid marked Exhibit A and previously incorporated herein by reference.

The Contractor shall commence Work as specified in the Notice to Proceed, but not before said notice is issued. Coordination of the Work and administration of this Contract shall be by the Dorchester County Facilities Department.

## **SECTION THREE**

### **Contract Price: Payment Terms**

To be determined. Payment shall be due within thirty (30) days of approved invoices.

## **SECTION FOUR**

### **Time: Term of Contract**

The Contractor will be awarded a contract period of three (3) years. Upon agreement of Dorchester County and the Contractor, this Contract may be extended for two (2) additional one (1) year terms.

## **SECTION FIVE**

### **Surety Bonds**

The Contractor shall furnish separate performance and payment bonds to the County, as required by the Invitation for Bids. Each bond shall set forth a penal sum in the amount not less than the Contract Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of this Contract



as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

**SECTION SIX**  
**Insurance Requirements**

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in the General Terms and Conditions of IFB No. 2020-3284-4202-18, which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

**SECTION SEVEN**  
**Compliance with Legal Requirements**

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of this Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VII of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically, the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

**SECTION EIGHT**  
**Drug-free Workplace Act**

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). Contractors executing contracts for a stated or estimated value of \$25,000 or more shall sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

**SECTION NINE**  
**Contractor's Warranties and Representations**

The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use the best skill and attention to provide above described Work in a professional, timely manner.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their Work product, as though the Contractor had performed the Work itself.

A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work covered by the bid and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Purchasing Services Manager, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Purchasing Services Manager, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.

B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Work.

C. The Purchasing Services Manager may, in writing, require the Contractor to remove from the Work Site any employee the Purchasing Services Manager deems incompetent, careless or otherwise objectionable.

D. In addition to any manufacturer's warranties, all labor and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

**SECTION TEN**  
**Retention of Records**

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and

records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

**SECTION ELEVEN**  
**State and Local Taxes**

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract which is subject to the seven percent (7%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by the Contractor. If the Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontract, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

**SECTION TWELVE**  
**Independent Contractor**

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for Work and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

**SECTION THIRTEEN**  
**Other Contracts**

The County reserves the right to undertake or award other contracts for additional Work, and may elect to complete portions of the Work included in this Contract using its own forces or through other contracts,

and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own Work to such Work as may be directed by the County. The Contractor shall not commit or permit any

act by its forces or subcontractors which will interfere with the performance of Work by any other contractor or by the County and or Department employees.

## **SECTION FOURTEEN**

### **Permits and Licenses**

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of this Contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. The Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

## **SECTION FIFTEEN**

### **Safety, Health, and Security Precautions**

The Contractor shall take proper safety, health and security precautions to protect its workers and the County's property, workers and the public at all times during the term of this Contract. Emergency exits shall not be blocked and doors shall be secured by the Contractor when Work is temporarily suspended and after each work day. All materials shall be stored securely, protected from theft or damage.

## **SECTION SIXTEEN**

### **Inspection and Acceptance**

All Work shall be subject to inspection and test by the County at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the Contract requirements.

## **SECTION SEVENTEEN**

### **Conditions Affecting the Work**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

## **SECTION EIGHTEEN**

### **Cleanup Work; Repair of Damages**

During the performance of the Work, the Contractor shall continuously keep the Work Site and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials.

The Contractor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

## **SECTION NINETEEN**

### **Actual Damages**

The Contractor expressly agrees that if the Work, or any part thereof, is not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor and its sureties shall be liable to the County for actual damages which relate to the Contractor's failure to perform or complete the Work in the manner described above. If actual damages are agreed to by the County and the Contractor or awarded by the Court, the County shall have the right

to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the County is not sufficient to pay in full such actual damages, the Contractor and/or its sureties shall pay to the County the amount necessary to effect payment in full of such actual damages.

## **SECTION TWENTY**

### **Liquidated Damages**

It is critical that the successful Bidder recognize that time is of the essence in completing the project. The successful Bidder agrees that, if the Work, or any part thereof, is not completed within the time agreed upon in a contract resulting from this IFB (or any extension thereof), the successful Bidder and its surety shall be liable to the County, in the amount of Five Hundred Dollars and 00/100 (\$500.00) per day for each and every calendar day Substantial Completion (as defined in the contract) is delayed beyond the contract time of Sixty (60) Calendar Days after the effective date stated in the Notice to Proceed, as further defined in the Contract.

The County, or its assignee, shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the successful Bidder, the amount of such liquidated damages; and if the amount so retained by the County, or its assignee, is not sufficient to pay in full such liquidated damages, the Bidder shall pay to the County, or its assignee, the amount necessary to effect payment in full of such liquidated damages.

## **SECTION TWENTY-ONE**

### **Suspension of Work**

The Purchasing Services Manager may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Purchasing Services Manager may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the Purchasing Services Manager orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

## **SECTION TWENTY-TWO**

### **Modification of Contract**

The County's Purchasing Services Manager has the unilateral right to modify this Contract when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying the Contractor for any additional expenses incurred by the Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Purchasing Services Manager and the County is obligated to pay for the work performed pursuant to the modification. No

claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

## **SECTION TWENTY-THREE**

### **Termination**

#### **A. For Convenience**

The Purchasing Services Manager, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

#### **B. For Default**

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that the Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

#### **C. Termination for Non-Appropriation of Funds**

The Purchasing Services Manager, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

#### **D. Rights Cumulative**

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

**SECTION TWENTY-FOUR**  
**Indemnification**

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

**SECTION TWENTY-FIVE**  
**Gratuities and Kickbacks**

**Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from

another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

**Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

### **SECTION TWENTY-SIX** **Labor: Subcontractors**

No subcontracts shall be allowed without the prior written approval of the County. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by the Contractor shall be affected under conditions which are satisfactory to the County. The Contractor shall remove or cause to have removed from the Work any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its working forces are compatible with the County employees and the Contractor is responsible for making itself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction.

### **SECTION TWENTY-SEVEN** **Assignment**

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

### **SECTION TWENTY-EIGHT** **Controlling Law**

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, First Judicial Circuit, Dorchester County, South Carolina.



**SECTION TWENTY-NINE**  
**Entire Contract**

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

**SECTION THIRTY**  
**Severance**

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

**SECTION THIRTY-ONE**  
**Non-waiver**

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract under their several seals the day and year first written above.

**CONTRACTOR:**

**COUNTY OF DORCHESTER:**

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

\_\_\_\_\_  
Jason L. Ward  
County Administrator

**Witness:**

**Witness:**

1) \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

2) \_\_\_\_\_