

CITY OF BEAUFORT  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSAL



RFP NO. 2021-111  
WASTE MANAGEMENT SERVICES  
DUE: April 8, 2021

**CITY OF BEAUFORT, SC  
REQUEST FOR PROPOSAL  
WASTE MANAGEMENT SERVICES  
RFP NO. 2021-111**

**SEALED PROPOSALS** will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **2:00 P.M. ET Thursday April 8, 2021**. All qualified contractors are invited to submit proposals to the City of Beaufort for the following:

**WASTE MANAGEMENT SERVICES**

**SUBMIT:** One (1) unbound original and three (3) bound copies of all requested documentation on or **before 2:00 P.M. Thursday, April 8, 2021**.

**ADDRESS TO:** City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: John Robinson

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

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

**EMAIL ADDRESS:** [jrobinson@cityofbeaufort.org](mailto:jrobinson@cityofbeaufort.org)

**PHONE NUMBER:** 843-525-7035

**FAX NUMBER:** 843-986-5606

**MARK OUTSIDE ENVELOPE:** "RFP 2021 – 111 Waste Management Services"

**OR**

**SUBMIT:** One (1) portable document format (pdf) format file as an email attachment on or **before 2:00 P.M. Thursday, April 8, 2021**. Depending upon file size limitations, a file sharing platform (i.e., Dropbox) may need to be used. After sending bids by email, bidders must send a separate email without an attachment to advise that a submission has been made. The Procurement Administrator will follow up and advise accordingly if a Dropbox submission is necessary.

**EMAIL ADDRESS TO:** [jrobinson@cityofbeaufort.org](mailto:jrobinson@cityofbeaufort.org)

**INCLUDE IN SUBJECT LINE:** "RFP 2021 – 111 Waste Management Services"

**A NON-MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT 2:00 PM ET ON THURSDAY, MARCH 11, 2021  
ALL POTENTIAL OFFERORS ARE ENCOURAGED TO ATTEND.**

**A PUBLIC BID OPENING MEETING WILL BE HELD AT 2:01 PM ET ON THURSDAY, APRIL 8, 2021. ALL POTENTIAL  
OFFERORS ARE ENCOURAGED TO ATTEND.**

**DUE TO THE IMPACT OF THE COVID-19 VIRUS AND THE STATE OF SOUTH CAROLINA EXECUTIVE ORDER 2020-12  
DATED MARCH 21, 2020 REGARDING "SOCIAL DISTANCING" PRACTICES, THE PRE-BID AND BID OPENING**

**MEETINGS WILL BE CONDUCTED VIA ZOOM VIDEO CONFERENCING. ZOOM MEETING DETAILS WILL BE ANNOUNCED BY ADDENDA.**

**OFFICE ADDRESS:** City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: John Robinson  
1911 Boundary St., Beaufort, South Carolina 29902

**EMAIL ADDRESS:** [jrobinson@cityofbeaufort.org](mailto:jrobinson@cityofbeaufort.org)

**PHONE NUMBER:** 843-525-7035

**DEADLINE ENFORCED**

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSALS. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

**Proprietary and/or Confidential Information**

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

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

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

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

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

All Offerors should consult this website for updates before submitting bids.

**THE DEADLINE FOR QUESTIONS IS: 5:00 PM, MARCH 25, 2021. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 5:00 PM ON APRIL 1, 2021**

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

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

#### **Compliance with the South Carolina Illegal Immigration Reform Act**

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

#### **POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES**

##### **Intent**

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

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

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

##### **Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a Vendor to provide

or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this RFP.

### **Required Forms**

Contractors submitting proposals are required to include completed forms that are found at the end of the General Terms & Conditions. The City's General Terms & Conditions, a required component of all competitive procurement proposals, may be accessed on the City's website under Quick Links – Bid Opportunities – [www.cityofbeaufort.org](http://www.cityofbeaufort.org). All proposers are to certify that they have read the General Terms & Conditions and will adhere to them as a component of the contract documents.

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

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

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

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

**CITY OF BEAUFORT  
REQUEST FOR PROPOSAL  
WASTE MANAGEMENT SERVICES RFP 2021-111**

**INTRODUCTION**

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

**INTENT**

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

**DEFINITIONS**

1. **MSW**- acronym for Municipal Solid Waste. Refers globally to all refuse, recyclables, and yard debris with a single term or acronym.
2. **Refuse** – shall mean all discarded and unwanted perishable and non-perishable household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, plastic containers not included as recyclables; crockery and other containers; cold ashes; furniture, furnishings, and fixtures; textiles and leather; dead domestic animals and domestic animal waste; toys and recreational equipment; and similar items.
3. **Yard Debris**- vegetative and woody material generated from residential property, including grass clippings, leaves, hedge trimmings and similar vegetative waste but does not include stumps or similar bulky wood materials. Debris must be bagged or bundled. Each bag or bundle must weigh less than 50 pounds, bundles must be secure, less than 4 feet long, and weigh less than 50 pounds.
4. **Recyclables or Recyclable Materials** - shall mean at a minimum newspaper (ONP); corrugated cardboard; mixed paper, including magazines, junk mail, and brown paper bags; chipboard; other unbleached paper products; coated paper products (for example, magazines and catalogs); aluminum cans; steel cans (also known as bi-metal or "tin" cans); glass bottles and jars; plastic polyethylene terephthalate (PET) containers; plastic high-density polyethylene (HDPE) containers; plastic low-density polyethylene (LDPE) containers; plastic polypropylene (PP) containers; plastic polyvinyl chloride and (PVC) containers.

5. **Household Construction and Demolition Debris or Debris** - shall mean waste materials from "do it yourself"-scale interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors; cabinets; carpeting; disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, and similar materials. Such debris shall be disposed of by the homeowner, contractor, or generator. The contractor at his discretion may contract the removal of such debris after discussion with a property owner but, at his discretion and not the covered fees of the City.
6. **Stop** – Refers to a collection point for each residence, commercial occupancy, industrial pick-up site, public, and municipals collection points. The term shall be synonymous with the term "household" and "dwelling unit" for the purpose of defining the extent of the collection services to be provided and of determining the amount of refuse and recycling to be collected.
7. **Curbside** - shall mean off the street pavement and gutter and within five feet thereof. In areas where no curb and gutter are present, it shall mean off the street pavement and within five feet thereof.
8. **Bulky Item** – refers to items which cannot be bundled, shall mean any discarded and unwanted large household furnishings including, but not limited to: pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture.
9. **Brown Goods** – represents electronic items such as televisions, DVD players, stereos, and home entertainment system.
10. **White Goods** - shall mean any discarded and unwanted large household appliances including, but not limited to: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwave ovens, water softeners, similar items, and parts thereof.
11. **Unit** - shall have different meanings, as follows:
  - a. For the purposes of refuse and recycling collection, a "unit" shall mean one (1) non-descript, contractor provided container, containing "refuse", "recycling" as herein defined, securely closed in such a fashion to prevent the littering, leaking, or scattering of refuse or debris. The non-descript, contractor provided container shall be subject to the approval of the City for design, size, and color.
  - b. the term "unit" may also refer to each individual residential or commercial collection stop. A single-family residence would be one unit, a duplex would be two units, and so forth. It shall be specifically noted in cases where the stop is for a business or industrial property.
  - c. A "proper unit" shall mean a unit that is prepared properly, including use of a proper container, and which contains acceptable material.

- d. No plastic, metal, hard or soft-walled can, barrel, cart, tote, or other similar container not designed to be disposable shall be considered a "unit" for either refuse or yard waste collection.
12. **Household Sharp Medical Waste** - shall mean such items as syringes, needles, and other sharp objects capable of lacerating or puncturing the skin.
13. **Residential**
- a. **Single family**- an independent residential structure that sits on its own land and is designed to be used as a single dwelling.
  - b. **Multi-Family** - multi-family properties are considered any residential property equipped with between two and four distinct housing units. This may encompass multiple buildings or any single building on one property, each housing more than one family.
14. **Commercial** – defined as businesses located within the area of the City traditionally consider the historical downtown core district. Businesses operating in this area are primarily, offices, banks, restaurants, and retail stores. This area also encompasses the marina and waterfront park.
15. **Industrial** – refers to collection site or stop which utilizes a dumpster of any size, a roll off dumpster, or compactor.
16. **Collection route**- refers to the collection date, pick-up points, and travel route to those points for day and each type of solid waste.

## SECTION I

### Summary of Current Operations

The population of the City of Beaufort is estimated to be 13,404 (2019 U.S. Census Bureau) with approximately 5,562 roof tops to include mobile homes, residential dwellings, and commercial properties (2021 Beaufort County GIS). The City of Beaufort contracts waste collection services to include refuse, recycling, and yard waste for single family, multi-family, commercial, industrial, and municipal properties within the City of Beaufort. Current collection services are summarized below:

#### **Current MSW (Municipal Solid Waste) collection process and rules:**

- a. MSW must be bagged and closed before being placed in roll carts. Trash and recyclables shall be placed in their respectable containers and placed at the curb line for collection on the designated day.
- b. Dog and cat excrements shall NOT be placed loosely in refuse containers. Excrements shall be placed securely in plastic bags tied separately from refuse. The bag must weigh less than 10 pounds.



- c. Containers of refuse and garbage shall be placed at the curb NOT earlier than 7:00 p.m. on the evening before the scheduled collection. Regular collection will start at 7:00 a.m. Containers must be removed from curbside the day it has been serviced, but no later than 8:00 p.m.
- d. Car batteries, automobile parts, tires, and waste oil shall not be placed on curb with recyclables. But, disposed of properly with the County's drop off centers.
- e. Florescent light bulbs cannot be collected in the refuse from area business or industries.
- f. Sharp objects, glass, mirrors, etc., shall be separate from refuse and in a separate non- recycle container and be labeled "Sharp Objects".
- g. Place trash away from all obstructions, such as mailboxes, lawn ornaments, utilities, parked vehicles, trees, etc.
- h. All syringes, lancets and needles are banned from curbside refuse and recycling collection in the City of Beaufort. These items are not accepted at the landfill. These items are not recyclable and should not be put out to the curb. City of Beaufort residents that generate syringes, lancets or needles should contact their doctor, clinic, pharmacy, hospital, or public health department to find the correct options for disposal.

**1. Residential**

The Contractor currently collects refuse once per week from approximately 4,500 street level refuse 96-gallon containers and from all City facilities as required per the schedule below:

- a. The refuse service allows residential customers (single-family homes and duplexes) to place bagged household refuse in 96-gallon collection carts at the curb once a week for collection. Refuse collection cans are provided by the Contractor and should not exceed 96 gallons in capacity.
- b. Refuse is collected at the curb and in alley ways where applicable.
- c. Special Assistance – The refuse collection system offers special assistance to individuals who, because of permanent or temporary physical disability, are unable to bring their refuse and recycling carts to the curb. The resident will request this service and provide verification from a physician to the contractor. The contractor will verify this need and provide the service at no addition cost.
- d. The collection routes are divided geographically with pickups scheduled Monday through Friday.
- e. Residential recycling is collected every other week on Monday's and Tuesday's per schedule.
- f. Resident's may schedule bulk item/white goods removal as needed by calling or contacting Contractor.

**2. Multi-Family**

- a. The refuse service allows residential customers (single-family homes and duplexes) to place bagged household refuse in collection carts for collection at the curb once per week.
- b. Where dumpsters are provided, customers may deposit at will under established protocol.
- c. The collection routes are divided geographically with pickups scheduled Monday through Friday.
- d. Multi-family properties that do not utilize the dumpster service are billed the single-family collection and disposal rate for each unit in the multi-family complex.
- e. Special Assistance – The refuse collection system offers special assistance to individuals who, because of permanent or temporary physical disability, are unable to bring their refuse and recycling carts to the curb. The resident will request this service and provide verification from a physician to the contractor. The contractor will verify this need and provide the service at no addition cost.
- f. Resident’s may schedule bulk item/white goods removal as needed by calling Contractor.

**3. Commercial Customers**

- a. Currently services include approximately 300 +/- commercial accounts.
- b. Commercial accounts may use 96-gallons container or dumpsters.
- c. Municipal commercial customer’s refuse may be collected Monday thru Saturday dependent on the needs of the commercial customer.
- d. The following table summarizes the current monthly rate structure for commercial 96-gallon container accounts:

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

**4. Dumpster Services**

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

## 5. Special Events

The current contactor collects refuse and recycling through an independent event contract or in-kind sponsorship with the event organizer.

- a. Beaufort Water Festival (July)
- b. Beaufort Shrimp Festival (October)
- c. Taste of Beaufort Festival (May)
- d. A Night on the Town event (December)
- e. Other festivals and events may occur at any given time as authorized by the City.

## 6. Municipal Facilities

Refuse and recycling collection is provided at the following facilities:

- a. One 8-yard dumpster is collected weekly and 2-3 96-gallon containers for recycling collected bi-weekly at City Hall located at 1911 Boundary Street.
- b. 3-4 96-gallon refuse containers are collected weekly and 2-3 96-gallon containers for recycling collected bi-weekly at the Police/Municipal Court Building located at 1901 Boundary Street.
- c. One 8-yard dumpster is collected weekly at the Public Works Building located at 16 Burton Hill Road.
- d. 3 96-gallon refuse containers are collected weekly and 1 96-gallon containers for recycling collected bi-weekly at 500 Carteret Street.
- e. 3-4 96-gallon refuse containers are collected weekly and 2-3 96-gallon containers for recycling collected bi-weekly at Fire Station Central Headquarters located at 135 Ribaut Road.
- f. 3-4 96-gallon refuse containers are collected weekly and 2-3 96-gallon containers for recycling collected bi-weekly at Fire Station #2 located at 2519 Mossy Oaks Road and soon to be transferred to the new station on Ribaut Road.
- g. One 4-yard dumpster is collected weekly at Fire Station #4 at 571 Robert Smalls Parkway.
- h. 3 96-gallon refuse containers are collected weekly and 2 96-gallon containers for recycling collected bi-weekly Pigeon Point boat landing, 2427 Pigeon Point Road.
- i. 8 96-gallon refuse containers are collected weekly and 1 96-gallon containers for recycling collected bi-weekly at the Pigeon Point Park, 1521 Pigeon Point Road.
- j. Additional dumpsters or carts will be added as needed at any City facility.

## 7. Core Commercial Area

Areas within the municipality where egress is limited and refuse production is above normal.

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

### Compactors

#### Marina Parking Lot

- b. The current contractor supplies, maintains, and empties as need, a self-contained mechanical compactor in the Marina Parking Lot. This is used by approximately 7 downtown area restaurants as well as other retailers.
  - i. In addition to the compactor an 8-yard dumpster is provided for collection of recyclable cardboard which is serviced 3 times per week.

#### Library compactor

- c. The current contractor supplies, maintains, and empties as need, 6-yard vertical self-contained mechanical compactor. This is used by approximately 6 downtown area restaurants as well as other retailers.

## 1. Description of current Recycling Program

Contractor currently offers a dual stream system of recycling utilizing a bin collection system. The Contractor currently collects recycle once per week from 96-gallon roll cart refuse containers.

- a. Recycling participation is mandatory by City ordinance.
- b. Residents seeking a replacement bin(s) are provided bins at no cost. Residents are required to leave them behind for the new owners if they move.
- c. Current materials that may be recycled are aluminum, aluminum foil, glass containers, steel and tin cans, plastics (#1- #7), newspapers, paperboard, office paper, phone books, magazines, catalogs, "junk mail", and corrugated boxes.
- d. The monthly recycling rate must be explicitly identified apart from the monthly garbage rate. Additionally, contractor must provide the recycling material weights collected, in a monthly or quarterly report. See example report on Schedule 4 – Monthly Collection Report.
- e. Materials collected by the hauler are currently taken to a Material Recovery Facility (MRF) for processing and marketing. All revenues remaining after processing costs are shared proportionately with the City. The Contractor shall offer the City, a percentage of the net recycling revenues rendered per this RFP.
- f. The City has enacted an anti-scavenging ordinance to protect the City's and the hauler's interest in the value of the recyclables.

## **2. Description of Current Yard Debris Program**

- a. All yard debris (vegetated waste) is collected once per week on the scheduled refuse collection day. Yard debris must be put in disposable containers not to exceed 4 feet in length or 50 pounds in weight per container or bundle.
- b. The City recognizes that the amount of Yard Debris to be picked up can be significantly increased by fall/spring seasons, high winds, weather events, tropical storms and named hurricanes. The current contract requires the contractor to pick up and dispose up to 125% on the average annual historical yard debris collected.

## **3. Waste other than refuse or yard debris.**

- a. Service arrangements can be made with Contractor.
- b. Building rubbish shall be removed and disposed of by the contractor or owner unless such materials are bundled.
- c. Bundled items which cannot be placed in containers must not exceed 4 feet in length nor weigh more than 50 pounds.
- d. Bulky trash collection is provided on an on-call basis. Items include furniture and other white and brown goods.
- e. City residents must also be able to dispose of boards, fences, windows, old siding, and other backyard junk piles not ordinarily accepted during regular trash pickup by calling and requesting a bulk pick up.
- f. Bulky Trash also includes items such as water heaters, appliances, large furniture, etc., that are too large for regular refuse collection. This does not include tree limbs, stumps, or demolition materials.
- g. Freon-containing appliances (freezers, air conditioners, etc.), and microwaves are to be delivered to the county determined site or drop off centers.

## **4. Current Billing Process**

- a. Beaufort Jasper Water Sewer Authority currently bills for Solid Waste and Recycling Collections for residential accounts.
- b. Contractor bills and collects on all commercial accounts.  
The contractor reconciles residential accounts with BJSWA billing department.

## **5. Current Rates and Accounts**

Residential and commercial customers are billed monthly.

### **Residential**

- a. Single family residential customers are currently charged \$16.20 for refuse/recycling collection.
- b. Multi-family residential customers, not using the commercial dumpsters, are currently charged \$16.20 for refuse/recycling collection, for each residential customer within the multi-family unit.
- c. Multi-family account holders may also elect to utilize the dumpster service if adequate space is available and are billed at the commercial rate.

- d. For purposes of this RFP, multi-family properties are any residential property equipped with two to four distinct housing units.

## **SECTION II**

### **SCOPE OF WORK**

#### **General Specifications**

1. The selected Contractor will be expected to provide services, unless otherwise noted, at the current level and frequency. The Contractor may elect to offer elective services to improve Customer service. A fee schedule for elective services must be included.
2. The awarded contractor will be required to furnish roll carts, bins, and other type containers necessary to store, collect, haul, and dispose of all Municipal Solid Waste in a manner that is sanitary, effective, and efficient.
3. All commercial MSW disposal cost will be charged to the contractor making the disposal. The Contractor must consider this cost when pricing their commercial rates or charges.
4. The Contractor shall be responsible for all performance items per the RFP, and shall provide and furnish all of labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill or composting space required to perform and complete the collection and disposal of refuse; and arrangements with processors required to perform and complete the collection and marketing of recyclables, all in strict accordance with this RFP. Ownership of a landfill, transfer station or recycling facility is not required as long as the Contractor has access to such facilities.
5. The City contract is not exclusive, the Contractor may, at its option, contract separately with businesses, condominiums, multi-family complexes, institutions, and other agencies for collection services within and between the annexed areas of the City of this contract, subject to all the City codes and ordinances governing private refuse collectors generally, and providing that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and businesses, multi-family complexes, institutions, and agencies shall covenant that said contract shall not interfere with the terms and conditions set forth under this contract and all may be offered the contract rates described herein and will be subject to the franchise fee.
6. The Contractor shall offer the City, a franchise fee for of the monthly amount billed for ALL solid waste and recycling services rendered per this RFP. Said franchise fee shall be due on or before the 10th day of each month.
7. **Contract Period and Extensions**
  - a. This contract shall become effective on July 1, 2021 and shall remain in full force and effect through midnight of June 30, 2026. In case of an emergency, an extension of up to one year may be agreed.

**8. Performance Bond**

- a. The Contractor shall provide the City with a performance bond in the amount of five hundred thousand dollars (\$500,000.00), which shall be maintained in full force and effective throughout the term of this contract at the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the City and shall be subject to approval as to form and content by the City Attorney. The City shall be named on the Performance Bond.
- b. The successful Contractor shall furnish the performance bond within ten (10) days of the awarding of this contract. This contract shall not be signed until the bond is received and is reviewed for acceptability by the City Attorney. At the discretion of the City, failure to furnish the required bond within the time specified may be cause for breach of contract and cancelation.

**9. Independent Contractor**

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

**10. Marine Corps Air Station**

- a. The Marine Corps Air Station is within the City municipal boundary but will not be included in routine collection service as part of this contract. The City of Beaufort reserves the right to request the contractor provide services to MCAS as needed.

**11. Accident Prevention**

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

**12. Accident/Incident Notification**

- a. Contractor shall immediately notify the municipal contract manager of accidents of any kind which involve the public and/or private or public property with-in the municipal boundary or while in performance of City contracted service.
- b. The Contractor shall provide such accounting of details and/or copies of written accident reports as the City may require.
- c. Contractor must self-report to the South Carolina Department of Health and Environmental Control (SC-DHEC), any un-authorized release of solids or liquids, as necessary.

### **13. Damage Mitigation**

- a. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any receptacle.
- b. All property which suffers damage (reasonable wear-and-tear accepted) caused by the Contractor, including, but not limited to sod, basketball hoops, mailboxes, refuse and recycling containers, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the City or property owner.
  - i. If the Contractor fails to make repairs, the City may give notice, and after an expiration of a period of forty-eight (48) hours, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Such charges shall be deducted from the Contractor's monthly bill. Failure to comply with the provisions of this section may result in administrative action.

### **14. Complaints**

- a. The Contractor shall maintain a daily log of complaints received. Each month a copy of this log shall be furnished to the City. The monthly complaint log shall be due no later than 15 days after the close of the month.
- b. The Municipal Contract Manager or designee shall be charged with the responsibility to arbitrate all unresolved service and rate disputes between the Contractor and City residents and may conduct such fact-finding as is necessary to properly mediate disputes. The Municipal Contract Manager or designee shall have the authority to render a decision that is final and binding on all parties concerned.

### **15. Vehicles**

- a. The Contractor shall furnish a complete list of the vehicles to be used in servicing this contract. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details to evaluate the Contractor's proposal, or to properly administer specifications of this contract. Upon request of the City, the Contractor shall demonstrate that collection equipment is suitable for the materials to be collected. The Contractor shall notify the City if there are any changes in the number of vehicles being used.
- b. All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day.
- c. No vehicle shall be operated on the City's streets which leak any fluids from the engine or compacting mechanism. Should any operating fluid or liquid leak from the vehicle for any reason, the Contractor shall notify the City and be held responsible for collecting, cleaning, and deodorizing the resulting spill.
- d. If such fluids and stains are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Contractor for services rendered.
- e. Vehicles which do not operate properly shall be substituted immediately in compliance with the terms herein, so as that contracted services are not interrupted.
- f. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides and rear.



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

**16. Title to Refuse and Recyclables**

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

**17. Notifications**

- a. Official notifications to the City, whenever required for any purpose under the contract, shall be made in writing and addressed as follows:
- b. City of Beaufort/Finance Department/Attn: Purchasing/Contracts - 1911 Boundary Street, Beaufort, SC 29902
- c. Official notifications to the Contractor, whenever required for any purpose under the contract shall be made in writing and sent to the address listed on the Price Quotation sheet.
- d. The Municipal Contract Manager and the Contractor shall be understood to mean the individual holding that position at any given time, or their designee(s). Either party may change the address to which notices for such party may be sent by furnishing written notice to the other party. All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre- paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully pre-paid. Notices delivered personally shall be deemed received upon delivery. Notices delivered by mail shall be deemed to have been given as of the date of the U.S. Postal Service postmark.

**18. Data Collection and Reporting**

- a. The Contractor shall collect and maintain accurate data and records, and shall submit quarterly reports to the City of pertinent data on the refuse and recyclables collection program, including, but not limited to:
- b. Total weight of refuse collected and number of refuse stops per month.
- c. Recycling information per month
- d. Total weight of reusable items collected, number of units collected, and number of reusable item stops per month.
- e. Number of bulk items collected per month.

- f. A supply of variable sized containers of (e.g., 32, 64 and 96-gallon or containers within 10% of required size), shall be provided. Contractor shall provide the number of each type of container distributed and addresses where such containers are in use.
- g. The City reserves the right to request any of the above data by collection route.
- h. Financial reports shall follow the format prescribed by the City are to accompany the franchise fee payment.
  - i. Monthly financial report is to contain, at a minimum, the amount billed for residential, the amount billed for commercial, the amount billed for recyclable, and the amount of adjustment to billings, per category.
  - ii. Monthly financial reports are due with the franchise fee payment on the 15th day after the billing month.
  - iii. Quarterly financial reports are to contain, the amount of collected and the uncollectable per category – residential, commercial, recycling.
  - iv. Quarterly financial report is due on the 15th day of the month following the quarter.
- i. With reasonable notice, the Contractor shall permit the City or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all refuse and recyclables which occurs under this contract.
- j. The City reserves the right to receive copies of tipping receipts upon request.
- k. If collecting payments, Contractor shall provide Accounts Receivable information as required by the City.
- l. The Contractor shall provide such additional data, information, or statistical material concerning refuse and recyclables collection as may be reasonably requested by the City.
- m. The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amounts of the City's waste generation, diversion, and recycling or other reporting requirements as may be required by the State of South Carolina or other agencies during the term of this contract.
- n. All reports, data, and information, once supplied to the City, shall become the property of the City to be used, as it shall solely determine without obligation to any person, firm, or corporation.
- o. Failure to maintain and/or submit to the City all documents and reports as specified above may result in administrative action as defined in, "Schedule of Administrative Actions."

**19. Local Improvements**

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

construction activity.

**20. Innovation, Pilot Studies, and Surveys**

- a. The City is willing to consider innovative aspects of refuse, recyclable, yard waste and brush collection, or to participate in pilot studies using a sampling of the service area.
- b. Any such innovation or studies presented will be considered but are not mandatory.
- c. The City reserves the right to negotiate the effects and costs of any such innovation or pilot study, and none shall be instituted without the City's prior written approval.
- d. The City may need or desire to do studies of sample areas of the City relative to recycling, yard waste and/or brush disposal and collection practices, including waste characterization studies. The Contractor shall agree to cooperate with such surveys.
- e. The City agrees to notify the Contractor in advance and to consult with the Contractor in conducting the survey to minimize disruption of the Contractor's work.

**21. State and County Disposal Legislation**

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

**22. White Goods/Brown Goods/Bulky Items**

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

**23. Public Information**

- a. The Contractor shall produce and distribute a printed educational mailing or letter to households served by this contract prior to the starting date of this contract for the purpose of explaining the program.
- b. Such materials shall be provided at the Contractor's cost, including postage or distribution charges.
- c. The Contractor agrees to consult with the City in the preparation of the text of the material.
- d. The City shall be provided a reasonable extra quantity of the mailing for use by the City to include in welcome packets to residents establishing new occupancies following implementation of this program. Information contained in the mailing shall also be posted on the Contractor's website and the City's website.
- e. Upon request from the City, and with reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program and to update citizens of services provided throughout the term of this contract.

**24. Hauler Transition**

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

**25. Determination of Number of Dwelling Units**

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

**26. Meetings**

- a. After the contract has been awarded, the City and the Contractor shall hold a “Start-up” meeting, or meetings, to coordinate and implement conditions of the contract.
- b. Meetings shall be held quarterly with the contractor and the municipal contract manager to discuss and evaluate conditions and work performance.
- c. The Contractor shall also attend “Specific Issue” meetings as requested by the City.

**27. Examination of Service Area**

- a. Contractors shall thoroughly educate themselves of all the conditions under which service is to be performed.
  - i. To include the service area, and all other relevant matters pertaining to the service delivery required to be under the enclosed specifications, including, but not limited to, types of housing, population density, roads, traffic patterns, access, collection procedures required, labor required, and all other factors which could affect execution and completion of the work covered by this proposal.
  - ii. Collection in the downtown primarily core commercial district must be collected and the area vacated by 9:45am.
- b. The City street maps enclosed with these RFP documents outline the boundaries of the City. The City maps shall govern as the service area of this contract.
- c. Any changes to the boundaries or service area as the result of events including, but not limited to, annexations; zoning actions; site plan approvals; or construction, shall be communicated to the Contractor by the City.
- d. The contractor will develop and provide electronic route maps to be approved by the City prior to service delivery. Changes to approved route maps and service schedule must be presented to the City for consideration and approval.
- e. Route maps provided to the City will become City property and may be published on City web sites and other public notices, as necessary.

**28. Billing Process**

- a. Billing responsibilities shall be at the discretion of the City.
- b. The Contractor shall offer the City a proposal to handle the set-up, billing, and collection of residential and commercial accounts, fees, and charges.
- c. The Contractor shall offer the City, a franchise fee based on the amount billed for ALL solid waste and recycling services rendered per this RFP.
- d. Said franchise fee shall be due on or before the 15th day of each month.
- e. All proposals shall list the base rate on the Price Quotation Sheets.

## **REFUSE COLLECTION SPECIFICATIONS**

### **Program Design**

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

#### **1. Base Rate**

- a. All proposals shall list the base rate on the Price Quotation Sheet.

#### **2. Alternative Collection Methods**

- b. It is the intention of the City that the current refuse collection program described continues without substantial changes. Should the Contractor suggest alternative collection methods to improve efficiency, such suggestions shall be indicated as part of the Price Quotation and approved by the City.

#### **3. Compensation and Charges**

- a. The Contractor shall agree to provide the weekly/Bi-weekly refuse collection service specified in these documents, at the rates shown on Price Quotation proposed.
- b. The Contractor at its discretion shall determine the responsible party for all billings and collections. The Contractor assumes all responsibility for refuse account collections.
- c. The Contractor shall offer to negotiate with the City monthly franchise fee representing the agreed percentage of the total amount billed for services rendered pursuant to this RFP.

#### **4. Landfill Tipping Fee**

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

#### **5. Collection Standards**

- a. In all cases which involve the collection of solid waste, proper preparation shall mean all refuse is contained within the container or bundled. The Contractor shall include in the proposal, how large household items or heavy commercial waste shall be prepared for collection.
- b. The Contractor shall be required to provide a tagging system for refuse or debris that does not get collected. The tag must include an explanation of why the refuse or debris was not picked up, including, but not limited to, overcapacity overweight; use of overcapacity garbage can; improper preparation; unacceptable refuse; and the like.
- c. The Contractor shall submit with the proposal an example of the tagging system to be used. The format and printed text on this tag must receive prior approval from the City.

The Contractor shall keep records of the addresses where non-collections occurred and notify the City of those addresses monthly.

- d. The Contractor may propose concurrence, alternatives, and/or additional suggestions to deviate from the current procedure for handling of certain refuse items is included in the RFP package.
  - i. It is recognized that no list can anticipate all possible circumstances arising from solid waste collection.
  - ii. The City and the Contractor agree to jointly establish reasonable administrative regulations as may be necessary to govern the collection of such refuse.

**6. Compactors**

- a. Contractor shall provide, maintain, and service commercial compactors as described in current services. Contractor shall collect commercial refuse collection fees to offset any cost incurred by providing the compactors.

**7. Yard Debris**

- a. The selected Contractor will be expected to provide yard debris collection services, unless otherwise noted, at the current level, method, and frequency.
- b. Yard debris (vegetated waste) is collected once per week on the scheduled refuse collection day.
- c. City recognizes that the amount of Yard Debris to be picked up can be significantly increased by fall/spring seasons, high winds, weather events, tropical storms and named hurricanes. The contract requires the contractor to pick up and dispose up to 125% on the average annual historical yard debris collected.
  - i. The average historical yard debris collection for calendar years 2018 and 2019 was 110 tons per month.
  - ii. When the annual average yard debris collects exceeds 125% of 110 tons (137.5 tons per month), the contractor will petition for reimbursement.

**8. Special Pick-ups**

- a. The Contractor shall provide special curbside pick-up service for collection of large quantities of household refuse, which may be large household items, or move-in, move-out, or "clean-up" rubbish. Such service shall be by advance arrangement with residents at their request and cost, or by the request of the City.
- b. The Contractor shall advise the resident directly of the terms of such pick-up (e.g., what materials will be collected; how they should be prepared; the date of the pick-up; and the like). Collection shall be unlimited, and at no extra cost to the collection unit. Cost for this service shall be specified as a lump sum annual cost in the Price Quotation.
- c. The Contractor shall also offer container rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris that cannot be easily picked up at curbside.
  - i. The terms of and charges and payment for, this service shall be arranged solely between the Contractor and the resident.

- ii. No document or contract shall be construed to prevent a resident from engaging the services of a hauler other than the Contractor for the collection described in this paragraph.

**9. Unacceptable Refuse**

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

**10. City Properties and Events**

- a. The Contractor shall provide weekly refuse collection services to municipal properties and special pick-ups as requested by the City at no charge.
- b. The City reserves the right to include additional municipal buildings or facilities during the term of this contract.
- c. The number and type of containers or dumpsters and their placement at each location shall be specified by the City, and containers shall be furnished at no charge by the Contractor during the term of this contract.
- d. Upon request of the City, the Contractor shall furnish sufficient refuse collection containers and pick-up services for the duration of City sponsored special events and celebrations. Such containers and services shall be at no additional charge to the City. For the Water Festival and Shrimp Festival the Contractor shall contract directly with each Festival's organizer for services.

**RECYCLING COLLECTION SPECIFICATIONS**

**Program Design**

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

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

modifications.

**1. Base Rate**

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

**2. Recycling Containers**

- a. It is the intent of the City that the recycling collection programs continue without any substantial changes. Changing the contractor supplied container system with pre-approval by the City.
- b. Each household may discard up to two 18-gallon bins (weekly) or 1 ninety-six (96) gallon container of recycling material every two weeks.
- c. Households which choose to dispose of more recycling material on a regular basis, the Contractor shall designate a minimum of two additional container sizes to be made available upon request (thirty- two (32) gallon and ninety-six (96) gallon.) Pricing for the collection of recycling containers shall be listed on the enclosed Price Quotations.
- d. Container which are damaged, destroyed, or which are missing, damaged, lost, or non-existent at a new or newly purchased home shall be replaced by the Contractor at the Contractor's expense.
- e. In cases of loss or damage to containers due to the negligence of the household, the applicable household shall be responsible for the purchase of a replacement of an approved container. Such purchase shall be made by the household from the Contractor.
- f. Proposals should specify the type, construction, and manufacturer of the container; procedures for the initial distribution of containers; and procedures which a resident must follow to obtain a different container size or replacement in case of damage to the container.
- g. The container shall be non-descript and shall become property of the City. The cost and distribution of the containers shall be included in the proposal quote prices.
- h. Before the containers are ordered by the Contractor, a copy of the container specifications shall be submitted to the City for approval and a sample container shall be provided. The approved container shall include a handle and wheels for moving the container.
- i. The Contractor shall keep enough containers in stock to provide to households being served.
- j. Containers for new service (or damaged or stolen) shall be supplied and delivered by the Contractor weekly. If the existing bin option is selected, bins for new service shall be supplied by the Contractor at the Contractor's expense.

**3. Minimum Recyclable Materials to be Collected.**

- a. The Contractor shall collect recyclable materials matching the City's current



recycling program. These recycling items shall be referred to as the basic recycling package for the purposes of establishing the price of the recycling program.

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

**4. Additional Recyclable Materials Desired to be Collected.**

- a. The City is seeking proposals to improve our recycling efforts and to expand the number of recyclable materials beyond the basic package to be collected. Such additional materials may include, but are not limited to, the following:
  - i. Poly-coated paper and aseptic packaging. This category is intended to address items using poly-coated paper stock, including, but not limited to, drink boxes, dairy cartons, and juice containers.
  - ii. Proposals should specify the nature of the materials that the Contractor is able to offer for collection.
- b. Electronic products.
  - i. Proposals should specify the nature of the electronic products (i.e., computers, televisions, stereos, video cassette recorders, and the like) that the Contractor is able to offer for collection and recycling. Proposals should also specify the type and frequency of the collection system (i.e., curbside, drop off, special collection event) and cost per collection.
- c. Other materials.
  - i. Proposals should specify the nature of the additional materials that the Contractor is able to offer for recycling. Other materials may include tires, drywall, plastic film, or batteries, providing that said material is actually recycled.
- d. The City reserves the right to accept or reject any or all the above categories for the recycling program that may be offered in proposals for collection. The City also reserves the right to phase in at a later date any of the material(s) that the Contractor may be able to offer for collection at the beginning of this contract, or to phase in any material(s) that the Contractor cannot presently offer but will be able to offer for collection during the term of this contract. The City reserves the right to accept or reject the inclusion of any additional material(s) at that time as well.
- e. The introduction of additional material(s) which raise the cost of collection shall occur only on the anniversary date of this contract. The terms of such collection and any price adjustment that reflects the additional cost of collecting such material shall be mutually negotiated by the City and the Contractor.
- f. If a material(s) is offered for collection at no additional charge, it may be added at any time during the term of this contract upon mutual written agreement of the City and the Contractor. Either party shall give at least ninety (90) days' notice to the other party of a proposed change.

**5. Methods of Preparation and Collection**

- a. It is the intent of this proposal to allow the City to consider two alternatives for

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

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

#### **6. Collection Standards**

- a. The Contractor shall collect approved recyclables under this contract at the curbside from each stop as designated herein.
- b. There shall be no limit to the volume of properly prepared recyclables that a household may place at the curbside to be collected by the Contractor, and the Contractor shall collect from all containers that are placed out.
- c. The Contractor shall be required to provide a tagging system for recyclables that do not get collected. On the tag must be means of explanation why the recyclables were not collected, including, but not limited to, contaminants; improper preparation; materials not accepted in program; refuse and/or yard waste mixed with recyclables; and the like.
- d. The Contractor shall submit with the proposal an example of the tagging system to be used, which shall be subject to the approval of the City.
- e. Unaccepted or contaminated recyclable materials shall be returned to the cart or bin and shall not be left on the street or parkway. Unaccepted or contaminated recyclable materials shall not be collected with refuse.
- f. The Contractor shall be responsible for the education or enforcement necessary to prevent the contamination of recyclables or other non-compliance that results in non-collection.
- g. The Contractor shall keep records of the addresses where non-collections occurred and notify the City of those addresses.
- h. The City agrees to take such steps as reasonably practical to protect the Contractor's ownership and the City interest in all recyclable materials placed at the curb for collection, including, but not limited to reasonable enforcement of an ordinance prohibiting unauthorized removal of such materials.

#### **7. Data Collection and Reporting**

- a. The Contractor shall collect data and provide the City with a quarterly status report on the recycling collection containing the following information:
  - i. Total weight of each recyclable material commodity collected that month.
  - ii. Average market price of each recyclable material commodity and the net revenues obtained that month.
  - iii. Name and location of the processor, broker, or market for each commodity.
  - iv. Comments on market conditions, the collection program, and other pertinent issues.
  - v. The Contractor shall provide data on the weight of recyclables collected from the City public facilities, by material, per month; or shall provide copies of pull tickets each time an item is collected that shows such data thereon.

- vi. All revenues remaining after processing costs are shared proportionately with the City. The Contractor shall offer the City, a percentage of the net recycling revenue.

**8. City Public Facilities**

- a. The Contractor shall provide sufficient appropriate roll-offs, dumpsters, or containers and collection services at the City public facilities to conduct a viable recycling program.
- b. Depending on the range of materials designated for curbside recycling, the City may request that additional materials be collected at the public facilities. The City shall specify the location of recycling containers and the materials to be collected depending on the physical space available.
- c. The City shall be permitted to attach reasonable identification and instructional signs to the containers.
- d. The public facilities shall not be used by the Contractor for storage, disposal, or processing of recyclable materials without express permission of the City.
- e. The Contractor shall pick up and empty the contents of containers on a regular collection schedule, and in addition, when containers are full within twenty-four (24) hours after the request of the City and shall provide clean empty containers in return.
- f. The vehicle operator shall clean up any spills that may be caused by pick-up operations.
- g. All material picked up from the City public facilities shall be appropriately recycled.
- h. The containers shall be furnished at no cost to the City. Processing costs should be included with processing costs for curbside recyclables.

**9. City Properties and Events**

- a. The Contractor shall provide recycling collection services to the City properties. The contractor shall conduct special pick-ups as necessary upon request of the City, at no charge.
- b. The City reserves the right to include additional City buildings or facilities during the term of this contract.
- c. The number and type of containers and their placement at each location shall be specified by the City, and containers shall be furnished at no charge by the Contractor during the term of this contract.
- d. Upon request of the City, the Contractor shall furnish sufficient recycling collection containers and pick-up services for the duration of the City sponsored special events.
- e. Such containers and services shall be at no charge to the City, and the Contractor shall retain all revenue generated from the sale of the recyclables.

**10. Individual Freedom to Recycle**

- a. This RFP or subsequent contract shall not be construed to prevent residents from taking or giving recyclables generated from their own households to a recyclables drop-off center, buy-back center, or other recycling program of their choice.

**11. Emergency Storm Preparedness and Mitigation**

To assist the City of Beaufort with the removal, collection, and disposal of debris following

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

a. **Contractor's Responsibility**

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

**12. Debris Removal Plan**

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

**13. Post Storm Clean-up**

- a. Contractor will make one pass through every grid section per collection cycle.
- b. Contractor will deliver debris to the approved County sites as directed by the City.
- c. Collection efforts will continue until it is determined that all storm-related debris has been removed.
- d. Regular yard-waste and bulk-waste collection operations will continue post-storm.
- e. Loose storm debris will be collected separately from bagged yard-waste.
- f. Contractor will pick up post-storm debris placed beside the street/curb on the roadways regularly traveled by Contractor's vehicles.
- g. If the Contractor is requested to provide post storm Clean-up, the contractor will produce and retain all necessary documentation as required by the City in a format acceptable for reimbursement and do the following:
- i. Initiate Record Keeping Process
  - ii. Retain time sheet/payroll records.
  - iii. Maintain vehicle log used for debris operations.
  - iv. Document debris collection truck inspections and load tickets
  - v. All procurement actions, invoices, and reimbursements documents should be marked as storm related.

- vi. Photo and video logs of debris collection efforts
- vii. Record and retain all correspondence and meeting minutes.
- viii. Retained all records in a central location.
- h. The City shall pay the Contractor upon submission of proper invoices, the prices proposed herein for services rendered and accepted.
- i. The Contractor must provide the equipment costs per hour which will include all labor necessary to operate the equipment.
- j. The Contractor will adjust any equipment fees in accordance with the Standard Equipment rates issued through the Federal Emergency Management Agency.
- k. Rental Equipment (if needed) will be charged at the actual cost plus an operator labor be to be negotiated prior to acquiring equipment.
- l. The Contractor must provide rates for pre-staging equipment including delivery to pre-staging areas.
- m. The Contractor must also provide a recurring monthly fee in consideration for the covenants and obligations of the Storm Debris Removal Plan. This fee will be included in the monthly invoice.

## I. ADDITIONAL DOCUMENTS

Additional documents may be available online. Proposers are required to review and be familiar with any documents as they are a part of the RFP and will become part of the awarded contract. These additional documents may be accessed on the City of Beaufort website under How Do I – Bid Proposals – Current Bid Opportunities at [www.cityofbeaufort.org](http://www.cityofbeaufort.org).

## II. SUBMISSION REQUIREMENTS

- I. **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a firm profile or brochure.

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

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

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

- a. **Transmittal Letter:** A transmittal letter must be submitted with a Proposer's proposal which shall include:
  - i. Name of the firm responding, including mailing address, e-mail address, telephone number, and names of contact person.
  - ii. The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm to a contract.
  - iii. Prepare an executive summary stating the respondent's understanding of the project and opinion why the respondent's firm should be chosen. Include any general information the proposer wishes the City to consider about the proposal.
  - iv. An affirmative statement that the proposer has read and agrees to the General Terms and Conditions and will adhere to them as a component of the contract documents.
  
- b. **Financial Stability**
  - i. Contractor will include authoritative documentation of their financial soundness and stability. Company should include the last two (2) years' annual audited financial statements.
  
- c. **Experience, Qualifications, Work History and References**
  - i. Collection Experience:  
Contractor should:
    - a. Have at least (5) five-years of demonstrated experience of providing the requested or similar services to other jurisdictions. If it is a joint venture, the company should demonstrate experience of parties working together.
    - b. Provide client references (name, address, e-mail, and phone number for a minimum of two (2) services in the last five (5) years of a similar size and nature. References from South Carolina and the Southeast United States are preferred.
    - c. Identify any additional or unique resources, options, capabilities, or assets which the proposer would bring to this project.
  
  - ii. Service Initiation/Transition Experience:  
Contractor should demonstrate their experience implementing new collection services and obligations that are similar to the City of Beaufort's services in communities of comparable size.
  
  - iii. Customer Service and Related Systems:  
Contractor should demonstrate the compatibility of its' customer service approach and convenience, staffing levels, and training programs and capabilities of the call center and customer service software system with the needs of the City, which will demonstrate customer satisfaction with established service levels. Contractor should also demonstrate the capabilities of its customer services system's abilities to track and monitor contract compliance, quality of collection service, and call center responsiveness and to report data required by the Contract.

- iv. **Collection Approach:**  
Contractor should demonstrate the reasonableness and reliability of the proposed collection methods (e.g., technology, equipment, and containers).
- v. **Diversion Ability:**  
Contractor should demonstrate the nature, reliability, and innovation of proposed diversion programs and potential of such programs to divert solid waste from landfill/incinerator disposal.
- vi. **Public Education & Promotion Program:**  
Contractor should demonstrate a proposed education program, including staffing level, and program ideas with the needs of the City and the requirements of the Contract; and the quality of public education samples relative to recycling.
- vii. **Implementation Plan:**  
Contractor should present an implementation schedule and the ability to meet deadlines (e.g., reasonableness of equipment procurement schedules, implementation staffing levels, new corporation or maintenance yard development, and contingency plans).
- d. **Cost of Services**  
Using the price summary forms, contractor should present the proposed costs and operation assumptions, proposed franchise fees, and percentage of recycling revenue.
- e. **Required Forms:**  
Proposals must include the required forms.
  1. Certificates of Insurance showing present coverage as described in the “Insurance” section of the General Terms and Conditions.
  2. Ethics in Public Contracting Certification
  3. Non-Collusion Affidavit
  4. Small / Woman-Owned / Minority Business Enterprise Form
  5. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
  6. RFP Signature page
  7. Price Summary Forms
- f. **Other Information to Provide:**
  - i. List any lawsuits or arbitration proceedings that have been initiated by or against your company in the past five years. Briefly describe the nature of the action and the outcome.
  - ii. Proposer shall be responsible for providing a letter from the surety company that would issue Performance and Payment bonds for the Contractor included on your team, providing information on the Contractor’s bonding capacity. Performance and Payment bonds are required.

### III. PROPOSAL EVALUATION

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

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

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

It is the City’s intent to contract with one proposer to provide the services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. The committee will evaluate each component separately. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest responsible bidder. The City reserves the right to accept or reject any and all bids that is in the best interest of the City.

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



## Committee Evaluation Criteria

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

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

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

Collection Experience:

- Demonstrated experience of company providing the requested or similar services to other jurisdictions.
- If the Contractor is a joint venture, demonstrated experience of parties working together will be required.

Service Initiation/Transition Experience:

- Demonstrated experience of company's ability to implement new collection services and obligations that are similar to the City of Beaufort's services in comparable sized communities.

Customer Service Systems:

- Demonstrated capabilities of customer services system's abilities to track and monitor contract compliance, quality of collection service, and call center responsiveness and to report data required by the Contract.

Collection Approach:

- Reasonableness and reliability of the proposed collection methods (e.g., technology, equipment, and containers).
- How you will incorporate the new operation; reasonableness of productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics), if applicable; and reasonableness of assumptions.

Diversion Ability:

- The nature, reliability, and innovation of proposed diversion programs and potential of such programs to divert solid waste from landfill/incinerator disposal.

Public Education & Promotion Program:

- Compatibility of the proposed education program, staffing level, and program ideas with the needs of the City and the requirements of the Contract; and the quality of public education samples relative to recycling.

Customer Service:

- Compatibility of customer service approach and convenience, staffing levels, and training programs and capabilities of the call center and customer service software system with the needs of the City, which will demonstrate customer satisfaction with established service levels.

Implementation Plan:

- Reasonableness of implementation schedule and ability to meet deadlines (e.g., reasonableness of equipment procurement schedules, implementation staffing levels, new corporation or maintenance yard development, and contingency plans).

**3. Cost of Services (35 points)**

Contractor's reasonableness of Cost Proposals:

- Logical relationship between proposed costs and operation assumptions, franchise fee proposed, and percentage of recycling revenue.

Value to City of Beaufort:

- The level of value provided given the relative cost for that service.
- The following are provided for bidders to complete. These are required to conduct valid cost comparison among bidders.

## Price Summary Forms

### MSW COLLECTION FOR CITY OF BEAUFORT

Refuse collection pricing per unit per month to be provided allowing weekly collection of 96-gallon refuse, brown, bulky, and white goods collection. Please provide pricing for billing via Beaufort Jasper Sewer Water Authority under current collection method and pricing for alternative collection method.

Residential Refuse Collection Service Fees	Current Collection Method	Current Collection Method	Alternative Billing or additional collection method	
	Single Family and Duplexes	Multi-Family Complexes above 2 Units	Single Family and Duplexes	Multi-Family Complexes Above 2 Units
Total Estimated Number of Units:	4,500 Units	300+/- Units	4,500 Units	300+/- Units
Volume:	96-Gallons	96-Gallon	Up to 96 Gallons	Up to 96 Gallons
FY 2022 (price/unit/month)	\$	\$	\$	\$
FY 2023 (price/unit/month)	\$	\$	\$	\$
FY 2024 (price/unit/month)	\$	\$	\$	\$
FY 2025(price/unit/month)	\$			
FY 2026(price/unit/month)	\$			

Price per additional 96 Gallon Container: \_\_\_\_\_

Yard debris collection pricing per unit per month to be provided allowing weekly collection. Please provide pricing for billing via Beaufort Jasper Sewer Water Authority under current collection method and pricing for alternative collection method.

Yard Debris Collection Service Fees	Current Collection Method	Current Collection Method	Alternative Billing or additional collection method	
	Single Family and Duplexes	Multi-Family Complexes above 2 Units	Single Family and Duplexes	Multi-Family Complexes Above 2 Units
Total Estimated Number of Units:	4,500 Units	300+/- Units	4,500 Units	300+/- Units
FY 2022 (price/unit/month)	\$	\$	\$	\$
FY 2023 (price/unit/month)	\$	\$	\$	\$
FY 2024 (price/unit/month)	\$	\$	\$	\$
FY 2025(price/unit/month)	\$	\$	\$	\$
FY 2026(price/unit/month)	\$	\$	\$	\$

### Commercial Services

Commercial 96-Gallon roll cart service.

Commercial Roll Cart Service	Description	Monthly Charge
Tier 1	1 cart/2-day service	\$
Tier 2	2 carts/2-day service	\$
Tier 3	3 carts/2-day service	\$
Tier 4	3 carts/5-day service	\$
Tier 5	4 carts/5-day service	\$
Tier 6	5 carts/5-day service	\$
Tier 7	6 carts/5-day service	\$
SATURDAY service \$_____ additional per tier		

Commercial / Multi-Family Residential Dumpster Service

Dumpster Service	Description	Monthly Charge
4-Yard	Once per Week	\$
6-Yard	Once per Week	\$
8-Yard	Once per Week	\$
4-Yard	Twice per Week	\$
6-Yard	Twice per Week	\$
8-Yard	Twice per Week	\$
10 Yard Roll-Off	Per Service/Ton	\$
20 Yard Roll-Off	Per Service/Ton	\$
30 Yard Roll-Off	Per Service/Ton	\$

**Recycle Collection**

Recycle collection pricing per unit per month to be provided, allowing weekly collection of 96-gallon containers. Please provide pricing for billing via Beaufort Jasper Sewer Water Authority under current collection method and pricing for alternative collection method.

BJSWA billing	2022 \$_____	2022 Alternative billing \$_____
	2023 \$_____	2023 Alternative billing \$_____
	2024 \$_____	2024 Alternative billing \$_____
	2025 \$_____	2025 Alternative billing \$_____
	2026 \$_____	2026 Alternative billing \$_____

## BILLING AND COLLECTION RESPONSIBILITIES

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

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

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

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

\*Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

## **SCHEDULE OF ADMINISTRATIVE ACTIONS**

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

## EQUIPMENT INVENTORY

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

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

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



**CITY OF BEAUFORT  
SOUTH CAROLINA  
RFP SIGNATURE PAGE  
RFP 2021-111**

PROPOSER'S NAME: \_\_\_\_\_

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

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

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

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____

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

\*Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_