

2ND REQUEST FOR PROPOSALS
FOR
CURBSIDE TRASH COLLECTION
WARE SHOALS, SOUTH CAROLINA

NOTE:

The only change to RFP is that the Town of Ware Shoals will be providing the carts to the residents.

Proposals must be received by Friday October 21, 2022 by 5:00PM

I. Request For Proposal

The Town of Ware Shoals (hereafter, "the Owner"), through this Request for Proposals ("RFP") from an established professional residential trash firm (hereafter, "the Offeror"), hereby request submission of proposals for the following:

1. Scheduled residential collection and proper disposal of trash in Ware Shoals, South Carolina (hereafter, "Curbside Service"). The current residential schedule is: Mondays and Tuesday; approximately half of Town is picked up on Monday and the other half on Tuesday.

The purpose of the Service is to cleanly and efficiently collect trash from approximately 950-1000 residences on a regularly scheduled basis and properly dispose of the material in a safe and environmentally responsible manner.

II. Service Description

Collection and disposal of residential trash in Ware Shoals, South Carolina as follows: Once per week and will be delivered to the Greenwood County Convivence Center – 1116 Siloam Church Rd Greenwood SC

The County is to be provided a monthly and an annual report of tonnages collected for trash.

The Contractor selected for this Service Agreement will be required to have a local customer service office with a local or 800 number for customers to contact with service requests and complaints. The Contractor's customer service office shall be available to customers Monday through Saturday 8:00a.m. to 5:00 p.m. Eastern Time.

III. General Description of Proposal Submittal, Evaluation and Selection Process

The Owner contemplates that the proposal submittal, evaluation, and selection process will essentially be as follows: The Offeror shall submit a proposal, the contents of which are described in this RFP. Offeror should carefully follow all the instructions in this RFP to ensure that its proposals are considered to be eligible. The Owner will review the proposals and evaluate them in accordance with the evaluation criteria established herein. The Owner may ask the Offeror(s), individually or collectively, for clarifications or further information, may check references and other information, may meet individually with the Offeror(s). At its own discretion the Owner may request oral presentations, or it may base its evaluations on the proposals as submitted and if deemed necessary and conduct negotiations. The Owner will then decide which Service Agreement or Agreements best serves the public interest and will take action to enter into such an agreement or agreements. Award of the contract will be to the Offeror that submits the best value proposal per the evaluation criteria.

IV. Criteria to Be Used In Evaluating Proposals

The Technical and Financial selection criteria used to evaluate the proposals are defined in Section VI, Instructions to Offeror on Proposal Submission. The evaluation criteria are as follows:

A. Technical Criteria: 60%

1. Experience and qualifications of the service firms, key individuals, as well as previous experience working in similar service environments (50%).
2. Compliance with all federal, state and local laws, ordinances and environmental agencies, service description, scope of services, and terms & conditions of the full RFP (50%).

B. Financial Criteria: 40%

1. Cost Proposal

V. Terms and Conditions of this Request for Proposal

The following terms and conditions apply to this RFP, and by submitting its proposal, the Offeror agrees to them without exception:

- A. Neither this RFP nor the Owner's consideration of any proposal shall create any contract, express or implied any contractual obligation by the Owner to any Offeror, or any other obligation by the Owner to any Offeror. The Owner makes no promise, express or implied, regarding whether it will enter into a Service Contract with any Offeror or regarding the manner in which it will consider proposals.
- B. The Owner will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal, or in engaging in oral presentations, discussions, or negotiations.
- C. Offeror submitting a proposal in response to this RFP may be required to make an oral presentation or oral presentations of their proposal to the Town at their own expense. The Owner may request the presence of Offeror(s) representative(s) at these presentations. The Owner will schedule the time and location for these presentations. By submitting its proposal, the Offeror agrees to make these representatives reasonably available to the Town of Ware Shoals, and acknowledges that the failure to do so may result in the proposal not being considered.
- D. The Owner reserves the right to waive any informality with respect to any proposal submitted in response to this RFP.
- E. The Owner reserves the right to accept or reject any and all proposals received by reason of this request, in whole or in part, and to negotiate separately in any manner necessary to serve the best interests of the Owner.
- F. The Owner will not discriminate against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- G. This RFP with all attachments and the Offeror's responses may become part of the Service contract as determined by the Owner.

VI. Terms and Conditions of the Service Agreement

The successful Offeror or Offerors shall agree to enter into the Ware Shoals Service Agreement included in Attachment D of this RFP. The Owner expressly reserves the right to modify any provision of the Ware Shoals Service Agreement, at its sole discretion, prior to entering into the definitive Agreement.

VII. Instructions to Offeror on Proposal Submission

- A. For the Offeror's proposal to be considered:
 1. Proposals are to be submitted in sealed envelopes with the words "Trash Collection" on the face of the envelope. Proposals must be signed in ink by an authorized representative of the Offeror. (Note: Documentation of signature authority shall be provided for both this RFP response and the Service Agreement.) Provide one (1) original and two (2) copies of the Service Proposal. The lower left corner of the face of the envelope shall indicate the Offeror's name and title of the proposal. Deliver proposals to the Owner at the following location:

*Town of Ware Shoals
Public Works Committee
8 Mill St (PO Box 510)
Ware Shoals, SC 29692*
 2. Proposals must be complete when submitted, including a cover sheet and all attachments and in the format specified. Proposals or any amendments to proposals received by the Owner after the closing date and time will not be considered. Actual receipt by the Owner and not the mailing or sending date shall control.
 4. **Proposals must be received no later than October 21, 2022 at 5:00 pm.** Requests for extensions of this date will not be granted except by written amendment to the RFP applicable to all prospective Offerors.

B. Instructions for Proposals

1. Brevity, clarity, and responsiveness in proposals are encouraged. The inclusion of extraneous

information not pertinent to the basic purpose of the RFP is discouraged.

2. Technical proposals shall be limited to 50 letter size (unless otherwise expressed herein), one sided pages, not including cover sheet and tab dividers. All contents of the technical proposal shall be bound in one completed document.
3. Offerors are encouraged to carefully examine the RFP for discrepancies, errors, omissions or ambiguities. Any questions concerning the requirements of the RFP should be directed to Randee Beasley @ 864-456-7478 or rbeasley@wareshoals.org
4. The information required by this RFP must be complete and the Offeror's submittal must "stand-alone".
5. A list of all equipment that will be used in this project is to be provided (year, make model, type and number of trucks, front-load/side-load/rear load, type of fuel for each, capacity of each).
6. The term "similar project" shall be defined as having provided successful curbside collection and disposal services within the last 10 years. Each similar project will be presented on a separate sheet to include, but not limited to, size of the service area in mileage and units, frequency of service for each type of refuse, with current contact information for reference checks.

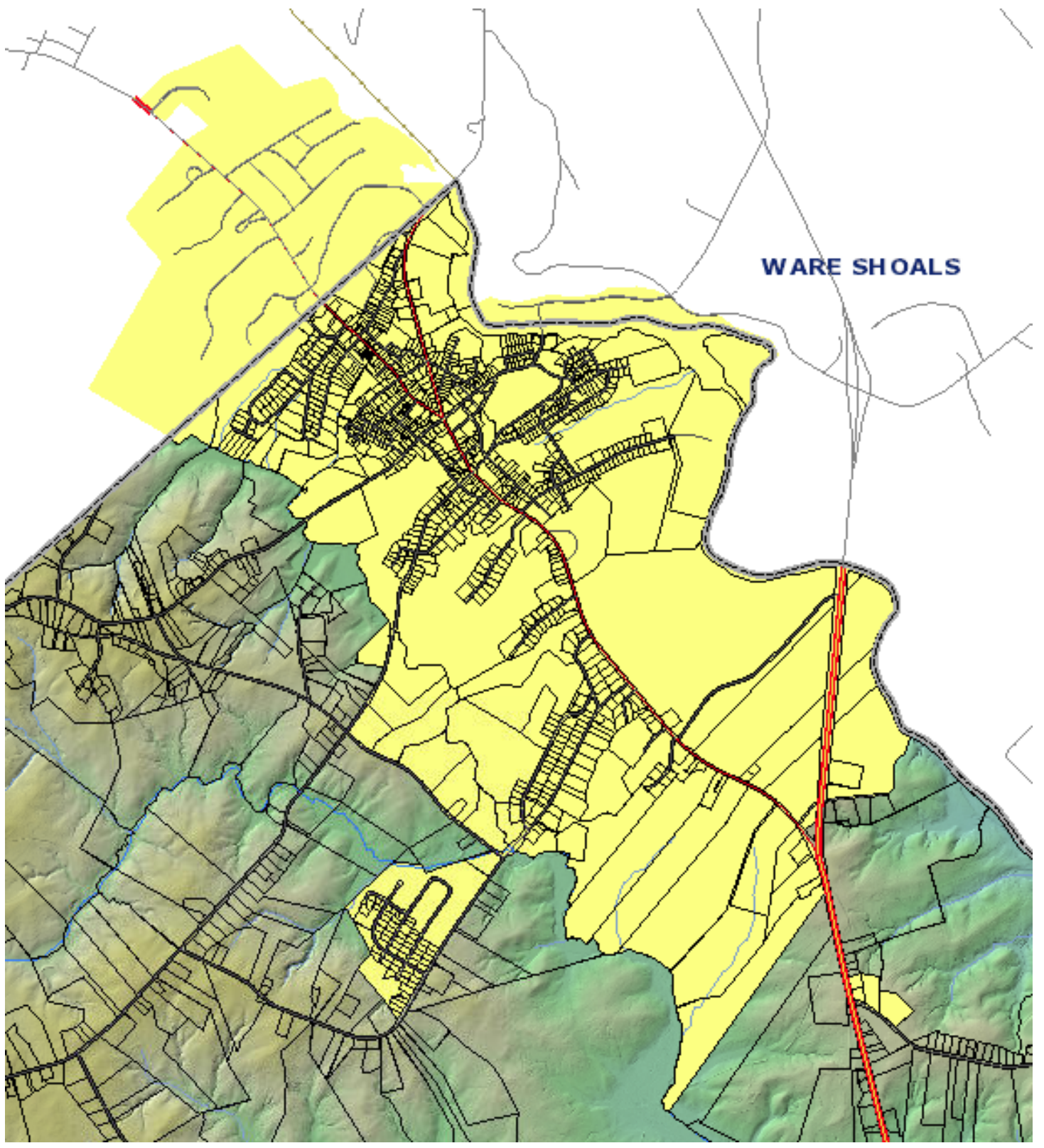
FINANCIAL PROPOSAL

7. The Offeror's Financial Proposal will be a cost per unit per month cost proposal for each service to be rendered (one for residential, one for commercial). The Financial Proposal will consist of the following:
 - a. Provide a detailed cost proposal for the cost of service using the Cost Proposal Form included in Attachment C.

The Offeror may turn in a proposal for residential and commercial individually or combined. Offeror may turn in a proposal for one or both portions of agreement.

ATTACHMENT A

Service Area Site Maps



WARE SHOALS

ATTACHMENT B

SERVICE TEAM: MEMBERS FORM

Route Supervisor

Point of Contact _____
Address _____
Address (cont) _____
Telephone _____
Email _____

Bulk Pickup Scheduling

Point of Contact _____
Address _____
Address (cont) _____
Telephone _____
Email _____

Missed Service Contact

Point of Contact _____
Address _____
Address (cont) _____
Telephone _____
Email _____

New Service / Additional

Containers _____
Address _____
Address (cont) _____
Telephone _____
Email _____

Invoice questions

Point of Contact _____
Address _____
Address (cont) _____
Telephone _____
Email _____

ATTACHMENT C

Trash Collection & Disposal

COST PROPOSAL FORM

Description	Cost per unit per month
Rental of 1 cart per residence	Will be provided by Town of Ware Shoals
Curbside trash service	
Other costs (detail below)	
Currently 950-1000 Residential units	
TOTAL MONTHLY SERVICE COST	

ATTACHMENT D

Service Agreement

SOLID WASTE COLLECTION

SERVICE AGREEMENT CURBSIDE

PROGRAM

WHEREAS, under the Contract, the Town desires for (THE CONTRACTOR) to provide: 1) solid waste collection and disposal services.

1. Definitions

a. The term “Acceptable Waste” shall mean solid wastes generated from residential areas, excluding Unacceptable Waste.

A Change in Law shall not include a change in any tax or similar law or a change in any employment or similar law.

b. The term “Curbside” shall mean an area located directly adjacent to a residential lot, where the lot adjoins the public right of way. The right of way shall be public and may be a street or a public alley.

c. The term “Customer” shall mean the beneficiary of the services provided for by this Agreement.

d. The term “Residential Unit” or “Unit” shall mean single-family dwellings, apartment complexes, or, townhouse complexes that are customers of the Town.

e. The term “Roadside” shall mean the location adjacent to, but no more than ten (10) feet from the edge of the roadway.

f. The term “Unacceptable Wastes” shall mean any (a) regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; (b) containerized wastes the contents of which are not able to be identified; (c) sludge’s; (d) waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; (e) white goods with CFC not removed; (f) biohazards or regulated medical waste, (g) friable asbestos, (h) construction and demolition debris; or (i) any special waste or material which may not be lawfully disposed of at the Landfill.

2. Scope of Work

As more fully set forth below, (THE CONTRACTOR) shall be responsible for the following Services: (1) providing the trash collection and disposal. Concurrently with this Contract, (THE CONTRACTOR) shall also provide emergency response services as authorized by Town.

3. Curbside Trash Collection Services

a. (THE CONTRACTOR) shall collect Acceptable Waste from each Residential Unit, curbside within the town limits of Ware Shoals. A copy of the Service Area is attached hereto as Attachment "A". As well as all Commercial Users, see Attachment E.

b. Collection for Acceptable Waste for detached, single-family units shall be made roadside. Collection for Acceptable Waste for commercial in rear of business unless the property layout does not allow for container to be placed in rear of property.

c. The Town shall designate all Units other than detached, single-family units from which (THE CONTRACTOR) shall collect Acceptable Waste. The parties understand that Additional Units, other than detached, single-family units constructed in the Town during the period of this Agreement, shall not be added without authorization from the Town. The Town shall notify (THE CONTRACTOR) of additional detached, single-family units constructed in the Town during the term of this Agreement and (THE CONTRACTOR) shall begin collection of Acceptable Waste from those additional single-family units upon notification.

4. Schedule of Trash and Recyclables Collection Services

a. (THE CONTRACTOR) shall provide Collection Services according to the following schedule: residential trash will be picked up on Monday or Tuesday.

b. No collections shall be made before 7:00 a.m. Eastern and shall end by 5:30 p.m. Eastern, except that collection may continue beyond 5:30 p.m. in the event of an unusual amount of Acceptable Waste due to, without limitation, a holiday, storm or equipment breakdown. In the event of extended hours, (THE CONTRACTOR) shall notify the Town Clerk/Treasurer as soon as possible of its intent to extend collection hours.

5. Missed Collection

a. Except for force majeure events and as provided herein, if any unit is not collected as scheduled, (THE CONTRACTOR) shall collect the missed unit within 24 hours of notice to (THE CONTRACTOR). If (THE CONTRACTOR) fails to collect the unit with 24 hours of notice, then the Town may impose a penalty of twenty-five dollars (\$25) per unit not receiving the Service. Such failure shall not be considered a material breach of the Agreement.

b. If (THE CONTRACTOR) is unable to provide the Services due to force majeure events, weather, equipment breakdown/failure or accident, (THE CONTRACTOR) shall notify the Town in a timely manner but not later than 16:00 on the day (THE CONTRACTOR) is unable to provide the Services.

6. Service Fees for Trash Collection Services

a. The monthly fee for trash collection is provided in Attachment "A"

b. The number of Units for which (THE CONTRACTOR) shall be paid during the first year of the Agreement shall be determined by a mutual count. The parties shall adjust the number of Units on the anniversary of this Agreement to be effective for the upcoming Service year.

c. Upon receipt of an invoice from (THE CONTRACTOR), the Town shall pay for the Services by the fifteenth (15th) of the following month.

7. Disposal of Acceptable Waste (THE CONTRACTOR)

a. (THE CONTRACTOR) shall be able to dispose of Acceptable Waste at the Town's designated convenience center or disposal facility at the Town's expense. The Town's Designated Convenience Center is located at 1116 Siloam Church Rd, Greenwood, SC 29649. The Town may, during the Term of this Agreement, designate an alternative convenience center or disposal facility for use by (THE CONTRACTOR), in which case, the parties shall determine any additional compensation owed to (THE CONTRACTOR). In no event shall (THE CONTRACTOR) or its subcontractors dispose of any waste or other material in the convenience center that is collected outside of the Town without the express written permission of the Town Clerk/Treasurer or Town Council.

b. If the Town designated facility is not open or operational then (THE CONTRACTOR) may, with the Town's permission, use other facilities to ensure the Town's trash is collected. The rate charged the Town shall equal the rate the Town pays the disposal facility, typically.

8. Customer Service Standards

a. (THE CONTRACTOR) shall maintain a local office for operations support to include an Operations/Customer Relations Manager to the Town. This individual shall be available and in communication with Town personnel to help resolve any customer service problems as they occur. The Manager shall schedule monthly meetings with Town personnel to review and discuss any complaints, problems, or ideas for customer service improvement, or as needed.

b. (THE CONTRACTOR) shall maintain a local telephone number for Town residents with questions or complaints. In addition, (THE CONTRACTOR) may use e-mail or a website for customer communications.

c. If reasonably possible, all complaints received by (THE CONTRACTOR) during a workday shall be

addressed within twenty-four hours. If the complaint cannot be addressed within twenty-four hours, (THE CONTRACTOR) shall inform the Town.

9. Insurance

(THE CONTRACTOR) shall obtain and maintain, at its sole cost and expense, at least the following insurance coverage throughout the entire Term of the Agreement and any renewal Term:

- | | | |
|----|--|--|
| a. | Worker's Compensation and Employer's Liability Insurance | statutory minimums
statutory minimums |
| b. | General and Public Liability | statutory minimums |
| c. | Vehicle Liability Insurance | statutory minimums |

These insurance coverages shall be issued by companies admitted with the State of South Carolina, with a Best's Way Rating of at least A:VI or better, except that insurer of the London Syndicate or other recognized British and European insurers not rated may be allowed. (THE CONTRACTOR) shall provide the Town with a Certificate of Insurance evidencing coverage required by this Agreement. (THE CONTRACTOR) shall provide the Town with thirty (30) days' notice of any cancellation, non-renewal, material change in coverage, or coverage reduction affecting the insurance required by this Agreement.

10. Indemnification

a. (THE CONTRACTOR) shall indemnify, defend, and hold harmless the Town, the Town's agents, officials, and employees from and against any and all liabilities, penalties, fines, forfeitures, judgments, demands, claims, suits, and costs and expenses (including attorneys' fees and costs of defense) which the Town, their agents, officials, and employees, may incur due to bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws or regulations caused by the negligent acts or omissions of (THE CONTRACTOR), its employees, agents, and subcontractors, in the performance of the terms of this Agreement. (THE CONTRACTOR) expressly agrees that any performance bond or insurance protection required under the terms of this Agreement shall in no way limit (THE CONTRACTOR)'s responsibility to indemnify, defend and save the County harmless as provided herein.

b. The Town shall indemnify, defend, and hold harmless (THE CONTRACTOR), its officers, directors, employees, and agents from and against any and all liabilities, penalties, fines, forfeitures, judgments, demands, claims, suits, and costs and expenses (including attorneys' fees and costs of defense) which (THE CONTRACTOR) or its officers, directors, employees, and agents may incur due to bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws or regulations caused by the acts or omissions of the County, their employees, agents, and subcontractors.

c. These indemnification provisions shall survive the termination of this Agreement.

11. Performance Bond (optional but favorable)

(THE CONTRACTOR) shall post and maintain for the entire Term a performance bond in the amount of 100% of the annual contract amount (the "Bond"). The performance bond shall be adjusted on each anniversary date to reflect current Contract totals. Upon ten (10) days written notification to (THE CONTRACTOR) and Bonding Company and subject to the default provisions of paragraph 18 below, the County may access the Bond in order to clean, repair, correct, or remediate any damages resulting from a breach of the terms and conditions of this Agreement.