

**REQUEST FOR PROPOSALS**

**2019-03**

**SOLID WASTE  
COLLECTION AND TRANSPORTATION SERVICES  
TOWN OF EDISTO BEACH,  
SOUTH CAROLINA**

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## PROPOSAL REGISTRATION

**You MUST register using this form in order to receive notice of any addenda to these documents. Please fax or email the completed form to the Attn: Iris Hill, Town Administrator as soon as possible. It is the Firm's responsibility to verify if addenda have been issued.**

Request for Proposals – RFP 2019-03 Solid Waste Collection and Transportation Services

Mandatory Pre-Bid Conference-April 4, 2019 at 10:00 a.m. at 2414 Murray Street, Edisto Beach.

Questions must be submitted in writing prior by 2:30 p.m. on April 10, 2019 to be considered.

Receiving Period: Wednesday, April 17, 2019, Prior to 2:00 p.m.

This form is for proposal registration only. Please scroll down for additional information.

### PROPOSAL REGISTRATION

**FAX THIS FORM BACK IMMEDIATELY**

**FAX: (843) 869-3855**

**Email: [ihill@townofedistobeach.com](mailto:ihill@townofedistobeach.com)**

Carefully complete this form and mail, fax or email it to the Administration Department. You must submit one form for each bid that you are registering for.

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

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: State: Zip Code: \_\_\_\_\_

Phone: Fax: E-mail: \_\_\_\_\_

## 1.0 General Information

The Town of Edisto Beach (Town) is seeking a qualified Firm to provide solid waste collection and transportation services after the expiration of the Town's existing collection contract. The Town plans to execute a three (3) year service agreement by April 30, 2019.

Sealed written proposals will be due on Wednesday, April 17, 2019 by 2:00 P.M. Eastern Standard Time at the office of :

Town of Edisto Beach  
Office of the Town Administrator  
Attn: Iris Hill, Town Administrator  
2414 Murray Street  
Edisto Beach, South Carolina 29438

All Proposals received after 2:00 P.M. on Wednesday, April 17, 2019 will be returned unopened to the Firm.

Proposals shall be valid for a period of one hundred twenty (120) days from the date of the Proposal opening.

Three copies of all submittals are required.

Upon request, the Request for Proposals (RFP), Draft Agreement, and any Addenda will be sent to prospective Firms via mail, email or fax.

All Proposals must clearly state the name and address of the Firm and the name and position of the person authorized by the Firm to execute the Proposal.

All proposals submitted will be clearly marked "Town of Edisto Beach Solid Waste Collection and Transportation Proposals RFP 2019-03" in the lower left-hand corner of the envelope, box, or wrapper in which the proposal is submitted.

Any questions regarding the requested information should be in writing by 2:30 p.m. on April 10, 2019 and directed to Iris Hill, Town Administrator at [ihill@townofedistobeach.com](mailto:ihill@townofedistobeach.com) or fax her at 843-869-3855.

Addenda will be sent via email or fax. Staff will email all procurement documents to Firms that have officially expressed such interest in participating in the procurement process. If you have not already officially expressed such interest, please email Ms. Hill at [ihill@townofedistobeach.com](mailto:ihill@townofedistobeach.com) to submit the appropriate form to be sure that you are fully involved in this process.

The Firm will present the proposal in accordance with the instructions provided for each of the options contained in this Request for Proposal.

A Sample Contract is included for Firm information. Firms are not required to complete the contract as part of their submittal. The Town of Edisto Beach Terms and Conditions are also included with the Sample Contract. Said Terms and Conditions will be attached to, and made part of the any Contract between the Town of Edisto Beach and the successful Firm. Contract Terms and Conditions govern should a conflict exist between the Contract Terms and Conditions and the Town of Edisto Beach Terms and Conditions.

## **2.0 General Descriptions and background**

The Town of Edisto Beach is in southeastern South Carolina, approximately 45 miles southwest of the City of Charleston. Bounded by Charleston County to the north, St Helena Sound to the southwest, and the Atlantic Ocean to the east, Edisto Beach is the barrier island part of Edisto Island which is located landward in Charleston County. Edisto Beach is geographically located at Latitude 32.487613N, Longitude - 80.324402N in the Eastern Standard Time Zone in Colleton County.

The permanent population is 414. The seasonal population in the service area increases to an average of 8,000 to 10,000 or more. The Town currently has 1,896 residential collections. Rentals require additional containers and there are 546 additional containers. There are also 38 beach accesses with containers. The collection area includes a PUD which has substandard width streets. In this area are single family homes, condominiums and time shares. Eighty-five percent (85%) of these residential units are second homes. Their use during the warmer months is frequent and during the summers months is generally one-hundred (100%). During the winter months, their use is moderate. The volume of residential waste generated during the summer months is very heavy due to tourism, rental property turnover, etc. Past construction history shows twenty to thirty new collection units annually. The number of collection units could also increase due to annexation.

Being a tourist destination, the Town has typically provided solid waste collection services on two schedules to accommodate the population fluctuation between the tourist season and the off-season. The summer schedule during the tourist season consists of twice weekly collection of solid waste and once weekly collection of yard waste; the winter schedule consists of once weekly solid waste collection and once weekly collection of yard waste.

Waste from the Beach is transported to the Colleton County Solid Waste Landfill located at 3288 Green Pond Highway 45 miles from the beach. Unobstructed drive time is 54 minutes one way. The landfills hours of operation are Monday through Friday 8 am to 4:30 pm and Saturday 8 am to 12 noon.

The Town has a convenience station that provides a location for residents to bring waste. This site is open three days a week, Tuesday, Thursday and Saturday.

This site will be operated and managed by the successful Firm.

Additionally, there are several subdivisions located in unincorporated Colleton County that have, in the past, had their waste brought to the convenience station.

### **3.0 Name, Address, and Legal Status of the Firm**

Each Firm shall provide the following:

1. For independent Firms-name, office and home addresses, phone numbers, email addresses, fax numbers, federal tax id numbers, and copy of assumed name certificates, if any.
2. For all other legal entities, including and not limited to corporations, LLC, LLP, Joint Ventures, or any other legal form of operating entity, a copy of same Articles of Incorporation, or Certificate of Formation, or similar document, as filed in South Carolina, all of the information in 1. above for the entity, and the President, chairman, and/or managing partner, showing good standing under the laws of the State of its incorporation.
3. If the Firm is a joint venture consisting of a combination of any or all of the above entities, the managing partner shall execute the Proposal, and all partners shall be fully identified.
4. Name of any subcontractors, including information in 1., 2., and 3., above.

### **4.0 Competency of Firm**

The opening and reading of the Proposal shall not be construed as an acceptance of the Firm as a qualified, responsible Firm. The Town reserves the right to determine the competence and responsibility of a Firm from its knowledge of the Firm's qualifications and from other sources.

The Town will require submission with the Proposal of certified supporting data regarding the qualifications of the Firm in order to determine whether he is a qualified, responsible Firm. The Firm will be required to furnish the following information:

1. An itemized list of the Firm's equipment detailing type, brand and year available for use on the Contract.
2. A copy of the latest available financial statements of the Firm (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants acceptable to the Town.
3. Evidence that the Firm is in good standing under the laws of the State of South Carolina, and, in case of corporations organized under the laws of any other State, evidence that the Firm is licensed to do business and in good standing under the laws of the State of South Carolina or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
4. Evidence, in form and substance satisfactory to the Town, that Firm has been in existence as a going concern for in excess of five (5) years and possess not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection.

5. The Firm must be fully qualified to perform the described services. If subcontractors are to be employed they must be identified. Evidence must be submitted that they are also qualified. The Firm must have the management, technical and financial qualifications to perform the services outlined in this Request of Proposals.

## **5.0 Qualifications of Firm**

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

1. Evidence that the Firm is capable of commencing performance as required in the Contract documents. Evidence should include a list of three references, preferably one relating to a public entity, of customers in South Carolina including contact information of the person managing the account.
2. Evidence, in form and substance satisfactory to the Town, that the Firm possesses as a going concern the managerial and financial capabilities to perform all phases of the work called for in the Contract Documents.
3. Such additional information as will satisfy the Town that the Firm is adequately prepared to fulfill the Contract.

The Firm may satisfy any or all of the experience and qualifications requirements in this paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the Parent.

## **6.0 Litigation and Regulatory Compliance**

1. Provide a complete explanation of all current outstanding civil suits and governmental investigations, claims, suits, administrative or court orders with regard to any waste management operation within the State of South Carolina.
2. Provide a complete explanation of all past bankruptcies and criminal convictions (if any) of the Firms, its officers, partners and owners, affiliated companies and or subsidiaries and key personnel in the State of South Carolina.

## **7.0 Disqualifications of Firms**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Firm and the rejection of his Proposal:

1. Evidence of collusion among Firms.
2. Lack of competency as availed by either financial statements, experience, or equipment statements as submitted or other factors.
3. Lack of responsibility as shown by past work, based on references provided by Firm.



4. Default on a previous Town contract for failure to perform.

## **8.0 Method of Award**

The Town reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal.

## **9.0 Compliance with Laws**

The Firm, its officers, agents, employees, Firms, and subcontractors, shall conform to and comply with all laws, federal, state and local. It is agreed and understood that, if the Town calls the attention of the Firm to any such violations on the part of the Firm, its officers, agents, employees, Firm, or subcontractors, then the Firm shall immediately desist from and correct such violation.

## **10.0 Discrimination Prohibited**

The Firm, in the execution, performance or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Firm must be an equal opportunity employer.

## **11.0 Reporting Requirements**

The Firm shall provide the Town with quarterly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected.

The Firm shall also provide all manifests and information as soon as it is generated on all state inspections or notice of violations, and all accidents.

Final reporting requirements to be negotiated as part of contract negotiations with the selected Firm.

## **12.0 Term**

The term of service shall be 3 years, with three (3) one-year renewal option pending agreement by both parties. Should either the Town or the Firm elect not to renew and extend the Contract for an additional one-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

## **13.0 Remuneration**

The Firm shall quote a rate for service per household per month. The Town shall bill the Residential Units, and shall pay the Firm on a monthly basis; such remittance to be received by

the Firm by the 10<sup>th</sup> of the month following the month the service was rendered. The Firm shall be entitled to payment for all services rendered in accordance with the Contract, without default.

The Firm shall quote rates for commercial and industrial services. The Firm shall bill commercial and industrial customers directly.

Base rate adjustment will be considered by the Town annually by the CPI for water, sewer and trash collection services all urban consumers.

#### **14.0 Examination of site and documents and Firm's determination of conditions.**

The Firm is encouraged to become familiar with the Town, its waste stream make up, and the County facility. Firms shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quality of labor, equipment, and materials required for the work. The Firm shall make its own determinations as to relevant conditions and shall assume all risk and responsibility, and shall complete all work in and under the conditions it may encounter or create, without extra cost to the Town. The Firm agrees that if it should execute a Contract with the Town, the Firm shall make no claim against the Town because of estimates or statements made by any officer or agent of the Town which may prove to be, in any respect, erroneous. The failure or omission by any Firm to receive or examine any form, instrument, addendum or other document shall in no way relieve that Firm of any obligations with respect to this RFP or the Contract.

#### **15.0 Information Not Guaranteed**

Information given in the RFP relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the Firm.

#### **16.0 Scope of Services**

The Town has adopted the following objectives to be included in this RFP, service agreements and/or used as selection criteria (not in priority order):

- Ensure safe and reliable service at a competitive price
- Work with the Town to solve solid waste and recycling problems
- Work with the Town to provide a solution to servicing adjacent subdivisions located in unincorporated Colleton County
- Provide convenient recycling collection options

Below is a summary of the scope of services. The following provisions will be ultimately incorporated in the Contract Documents or revised as mutually agreeable to all parties during final negotiations. All services are inclusive to the incorporated areas of the Town of Edisto Beach

including all single-family units (177) within the Planned Unit Development (PUD) of Wyndham Resorts, except where included by Alternate Bid.

### **16.1 Roll Cart Service (MSW)**

The Firm shall provide a 96-gallon roll cart to every single-family household for solid waste and additional containers as needed to ensure waste is managed and not left on the ground. These containers shall be constructed of plastic, designed for automated or semi-automated solid waste collection systems, and have a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of the roll cart and its contents shall not exceed 175 lbs. Businesses and multi-family dwellings that generate small quantities of waste that opt for a cart will also be serviced. Firms are encouraged to survey the type of roll carts currently being used at Edisto Beach. Please provide the cost, if any, for additional carts. Ownership of carts is retained by the Firm. Firm should develop a process to account for carts by residence, i.e. hot stamp, serial numbers, stencil.

Residential garbage collection will include twice per week curbside pickup for six months beginning the week before Easter and once per week curbside pickup for six months beginning the third week of October.

Pick up and placement of roll carts after service will be off the right of way. Scheduled days for twice weekly service will be Friday and Monday. Once a week service will be made Monday.

Proposers are encouraged to recommend an alternate routing of collection if a savings can be realized.

In addition, the Town has thirty-eight (38) garbage containers at each Town-owned Beach Access that will be serviced in the same manner as residential garbage containers. This total is included in the total number of collection units represented in the general descriptions above. These containers should not be used when figuring trash and bulky item pickup.

### **16.2 Collection Operation**

**Hours of Operation:** Collection of solid waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 9:00 P.M. No collection shall be made on Sundays, unless extraordinary conditions require service on Sunday.

**Hours of Disposal:** The Firm shall dispose of waste within the operating hours of the Colleton County Solid Waste Facility

**Holidays:** The Firm will work around the landfill holiday schedule and provide a list of holidays and alternate service dates due to the holiday at the beginning of each calendar year.

Labor Day  
Thanksgiving Day

When a scheduled pick-up day falls on an observed holiday, the Firm has the right to move the service days to the next working day.

**Complaints:** At a minimum, the customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Firm shall be responsible for maintaining a log of complaints and shall provide the Town with copies of all complaints, indicating the date and hour of the complaint, nature of the complaint, address of the complaint, name of customer, and the manner and timing of its resolution on a monthly basis.

**Collection Equipment:** The Firm, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by the Firm in accordance with the Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the Town, nor while in route to the disposal site, where such accumulation shall be dumped.

Due to the street size variations and surfaces in the Town and unincorporated areas, the Firm will need to provide equipment that will accommodate such streets. Special collections shall be made using appropriate equipment. Firm shall, hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from the public and/or private property resulting from its collection activities by the end of the next business day after receiving a complaint of such spillage or leak.

All motor vehicles used in the performance of the obligations herein created shall be clearly marked with the Firm's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition through the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The Town may inspect Firm's vehicles at any time to insure compliance of equipment with the Contract, or require equipment replacement schedule be submitted to the Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

**Non-Routine Collection:** The Firm shall furnish, at no charge, 1,370 educational fliers per year. Said fliers shall include information about the Firm's services in the Town of Edisto Beach, pick-up schedules, and Firm's contact information. The Town reserves the right to review and approve the information printed on the flier.

**Spillage:** The Firm shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up

immediately by the Firm. The Firm will not clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Town so that proper notice can be given to the customer at the premises to properly contain refuse.

**Protection from Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Firm's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose.

**Personnel:** The Firm shall require its employees to be courteous at all times, to work quietly and not use loud or profane language. Clothing shall be neat and clean. Shirts are required at all times.

### **16.3 Yard Waste Collection**

Residential yard waste (normal, annual lawn maintenance, leaves and limbs) must be serviced at curbside weekly. A local ordinance requires that leaves and grass clippings be placed in sturdy bags, securely fastened and placed at curbside. Shrubbery branches and limbs shall be cut in lengths of not more than five (5) feet and shall weigh no more than 30 pounds each. Yard waste is not collected from unimproved property. Bundling of yard waste is not required.

The scheduled yard waste pick-up day will be optional; however, the Town prefers Tuesday.

In case of unusual quantities of yard trash or debris generated as the result of exceptional acts of God such as hurricanes, tornados, exceptional high tides, or heavy storms any additional charges will be negotiated in advance of a cleanup. The Town of Edisto Beach has worked on maintaining the beach's natural environment. Because of this, most homeowners have numerous palmettos and other vegetation that requires constant trimming and maintenance.

Normally major trimming is done twice yearly where amounts of vegetation will be greater. The Firm needs to be flexible enough to be able to collect this yard debris under normal, routine maintenance.

### **16.4 Convenience Station**

A convenience station is maintained on Town-owned property. This convenience station must be manned at the Firm's expense for the posted hours of operation. The posted hours of operation are currently Tuesday 8:30 A.M. to 1:30 P.M., Thursday 1:30 P.M. to 6:00 P.M. and Saturday 8:30 A.M. to 5:30 P.M. The Firm shall be responsible for operating the convenience station which includes providing containers and removal and disposal of containers. The Firm's staff shall police the area and pick up loose debris and keep the area tidy. The Firm's staff shall

prohibit contractors from using the site. Firms are prohibited from dumping collection vehicles at the convenience station. Should delays in servicing the compactor be experienced, the Firm will provide, at no expense to the Town, overflow containers at the convenience station. Hauls average 17 per month. Note that the convenience station was open to independent waste haulers, lawn service companies and landscapers previously, but that policy has since changed and this practice has been discontinued. The Firm will provide the following to equip the convenience station:

- 1-self contained 30 CY compactors
- 2-40 CY roll off open top containers
- 3-30 CY roll off recycle container
- 1-20 CY roll off open top container
- 2-8 CY dumpster (MSW overflow) (if needed)
- Personnel to man convenience station

The Firm will provide the cost per pull for the transportation of each container from the convenience station to the Colleton County Solid Waste Facility. Each pull shall include the immediate replacement of an empty container. Containers are to be pulled on an as-needed basis based on the attendant's notification that the container is full. The Firm will provide notification requirements for pull services.

### **16.5 Commercial Dumpsters**

Commercial dumpsters will not be contracted through the Town of Edisto Beach. It is a requirement of the Contract that the Firm provide commercial dumpsters on a fee basis to businesses and construction sites.

### **16.6 Other Waste**

Residential white goods must be collected at curbside weekly.

Residential Bulky/Manufactured items must be collected at curbside weekly.

### **16.7 Disposal**

All waste collected under this contract shall be disposed of at the Colleton County Solid Waste Landfill in Walterboro at no cost to the Town. Disposal charges for all residential waste have been pre-paid by each homeowner on the annual tax bill. Municipal solid waste, yard waste, white goods/bulky materials must be transported separately. Should disposal through Colleton County fail, the disposition of refuse will be negotiated by the Firm with Town Officials.

## 16.8 Service Invoicing

The Town will be responsible for invoicing and collecting from all residents of the Town of Edisto Beach. The Firm will invoice the Town for all monthly charges for the convenience station and 1/12 of the annual contract fixed cost amount for residential and beach access curbside collection.

Payments made to the Firm shall be based on 1/12 of the annual contract fixed cost amount plus actual haul charges paid by the 10<sup>th</sup> day of the month following service.

## 16.9 Cost Saving Proposals

If the Firm can offer a savings as proposed, please provide in detail all proposed cost saving measures.

It is anticipated that future collections of recyclable materials will be integrated into the services provided by the contracted waste hauler. As part of the response to this RFP, the Town of Edisto Beach would like proposer to describe any resources, expertise, and background they possess relevant to the recycling. Comments on recycling are welcome. No cost estimates are being requested at this time. However, the information will be considered in evaluating the proposer's over all ability to meet the existing and potential requirements of the Town. As portrayed, those services could include but are not limited to, the following:

- Collection of commingled recyclables (excluding glass) from residential sources.

## 17.0 Terms and Conditions

The following provisions will be ultimately incorporated in the Contract documents or revised as mutually agreeable to all parties during final negotiations:

### 17.1 Insurance

Insurance in the following amounts will be required:

#### Workers Compensation and Employer's Liability

Coverage A-	Statutory requirements
Coverage B-	\$100,000/\$100,000/\$500,000
Coverage C-	\$100,000/\$100,000 accident and/or disease

#### Vehicle Liability, including owned, non-owned and hired car coverage

Bodily injury-	\$3,000,000 each occurrence
Property damage-	\$3,000,000 each occurrence

#### Comprehensive General Liability

Bodily injury           \$3,000,000 each occurrence  
Property damage-     \$3,000,000 each occurrence

Including:

Completed operations/products  
Contractual liability for specified agreements  
Personal Injury  
(XCU) Explosion, collapse, and underground storage  
Broad for property damage

#### Excess Liability

Bodily injury-           \$2,000,000 each occurrence  
Property damage-     \$2,000,000 each occurrence

Firm shall be responsible to assure that all subcontractors follow the requirements set forth in Section 16.6. Insurance.

The certificates shall contain the following express obligations:

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

The certificates shall also name the Town as the certificate holder to the extent of the negligence or misconduct of the Firm.

### **17.2 Payment of Subcontractor**

The Firm will be required to agree that:

Should any Subcontractor be employed by the Firm for the provision of any goods or services under this Contract, the Firm agrees to the following:

The Firm shall, within seven (7) days after receipt of any payments from the Town pursuant to this Contract, either:

Pay the Subcontractor for the proportionate share of the total payment received from the Town attributable to the goods or services provided by the Subcontractor; or

Notify the Town and the Subcontractor, in writing, of the intention to withhold all or a portion of the Subcontractor’s payment with the reason for nonpayment. Written notice directed to the Town shall be given to the Town Administrator.

The Firm’s obligation to pay an interest charge to the Subcontractor shall not be an obligation to the Town. Each Pay Request will include a breakdown of the waste stream by tonnage.



### **17.3 Penalties**

Failure of the Firm to pick-up residential garbage or yard trash or any other item mentioned in the scope of work above where failure is due to negligence of the Firm, the Town at its option, may assess a \$1.75 per residence or roll cart penalty.

If the Firm fails to service equipment within the convenience station as outlined in the scope of work above, the Firm will be penalized \$100.00 per piece of equipment per day.

### **17.4 Default**

In case of failure to deliver service in accordance with the Contract terms and conditions, the Town after due oral or written notice, should the Firm fail to remedy the default within 2 consecutive scheduled pick-ups, may procure them from other sources and hold the Firm responsible for any additional costs. This remedy shall be in addition to any other remedies which the Town may have.

### **17.5 License and Taxes**

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

### **17.6 Indemnity**

The Firm will indemnify and save harmless the Town, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Firm in the performance of this Contract. The Town will not be responsible for negligence of the Firm, or any of its agents, employees, or customers.

### **17.7 Transferability of Agreement**

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Firm without express written consent of the Town, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the duties and liability of the Firm.

### **17.8 Ownership**

Title to Refuse and Dead Animals and other materials shall pass to the Firm when placed in the Firm's collection vehicle, removed by the Firm from a bin or container, or removed by the Firm from the customer's premises, whichever last occurs.

## Request for Proposals

### Appendix A.

Proposals will be received by the Town of Edisto Beach, South Carolina at 2414 Murray Street, Edisto Beach, South Carolina 29438 by 2:00 P.M. EST April 17, 2019.

Required Information:

Proposers must submit:

**Company Profile**

Firms shall provide the following information about their firm

- a. Name of Entity that would sign agreement if the Firm is selected
- b. Any other names under which the Firm does business
- c. Primary contact name and title
- d. Secondary contact name and title
- e. Business office address
- f. Phone and fax numbers
- g. Email address and website address (if available)
- h. Form of ownership (sole proprietorship, partnership, corporation, etc.)
- i. State of organization/incorporation
- j. Name of all entities involved in proposal
- k. Names of all partners in proposal if joint venture
- l. Federal Tax I.D. Number

**Competency of Firm**

- a. An itemized list of the Firm's equipment available for this Contract
- b. A copy of the latest financial statement
- c. Evidence the Firm is in good standing under the laws of the State of South Carolina
- d. Number of years in business
- e. Subcontractor information of the same

**References**

The Firm should provide the following information for three (3) customers whom they currently provide or have previously provided similar services including at least one public reference.

- a. Jurisdiction/Company name and address
- b. Contact person name and title
- c. Length of service
- d. Description of service (number of customers, services provided, etc.)

**Litigation and Regulatory Compliance**

The Town of Edisto Beach would like to minimize the Town's long-term liability and contract administration burden on staff. Firms should provide the following information:

- a. Current or previous litigation that might have bearing on Firms ability to provide service.
- b. The agency that issued the notice of violation
- c. A description of the violation
- d. The dollar amount of any fine associated with the violation
- e. The reason the violation incurred
- f. The corrective action taken to prevent re-occurrence
- g. Bankruptcies
- h. Criminal convictions

**Recycling**

Firms should describe resources, expertise, and background they possess relevant to the recycling.

**Insurance**

Firms should provide evidence of the ability to procure the required insurance described in the Request for Proposal.

**Exceptions to Contract**

Firms may, if necessary, take exception to one or more business terms in the Draft Agreement. Any exception should be accompanied by proposed specific alternative language.

## Appendix B. Proposal

### Convenience Station:

	Per Month	Annual Cost
(1) Self-contained 30 CY compactors	\$ _____	\$ _____
(2) 40 Cubic Yard roll off open top containers	\$ _____	\$ _____
(3) 30 Cubic Yard recycle containers	\$ _____	\$ _____
(1) 20 Cubic Yard container	\$ _____	\$ _____
(2) 8 Cubic Yard Dumpsters (overflow)	\$ _____	\$ _____
Personnel to Operate Convenience Station	\$ _____	\$ _____
<b>Total Fixed Costs Convenience Station</b>	<b>\$ _____</b>	<b>\$ _____</b>

### Haul Charges:

	Unit Cost per pull
40 Cubic Yard Containers	\$ _____
30 Cubic Yard Container	\$ _____
20 Cubic Yard Container	\$ _____
8 Cubic Yard Container	\$ _____

### Base Proposal (Residential Curbside)

	Per Unit Per Month
A. Municipal Solid Waste Collection	\$ _____
B. Yard Waste Collection	\$ _____
C. Bulky Waste/White Goods Collection	\$ _____
D. Beach Access Service	\$ _____

E. Total

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

**Cost Saving Measures**

**Describe in detail and include where costs can be reduced.**

**Appendix C.  
Draft Contract**

STATE OF SOUTH CAROLINA )

COUNTY OF COLLETON )

**AGREEMENT**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Town of Edisto Beach, SC (hereafter the "TOWN"), and (FIRM) (hereafter "CONTRACTOR").

BE IT KNOWN that, in consideration of the mutual promises, covenants and undertaking, the receipt and sufficiency of which is hereby expressly acknowledged, the TOWN and CONTRACTOR agree as follows:

**I. PARTIES**

The parties to this Agreement are the Town of Edisto Beach and (FIRM) their respective successors and assigns.

**II. GEOGRAPHICAL AREA**

This Agreement and the undertakings contemplated hereby applies to the corporate limits of the TOWN as constituted as of the effective date, along with any areas incorporated by the TOWN during the term of this agreement. The Planned Unit Development, Known as Ocean Ridge Property Owner's Association and Wyndham Resorts is included in the service area.

### **III. SERVICE**

CONTRACTOR shall provide the following service:

#### **A. Residential**

1. CONTRACTOR shall provide once weekly residential garbage (typical normal household waste such as food waste, bottles, paper, plastic, glass and cans will be collected) service beginning the last full week of October and ending the last full week of March, and twice weekly for the remaining time not outlined herein. It shall exclude construction debris, special hazardous materials, tires, batteries, and toxic non-solid waste and chemicals as determined by the CONTRACTOR. All garbage shall be inside 96-gallon roll-carts. CONTRACTOR shall also collect additional residential bagged garbage that is placed beside or on top of the roll-cart. CONTRACTOR also agrees to provide an elderly/handicapped service to individuals directed and approved by the TOWN. CONTRACTOR will also place decals on the roll-carts outlining the service days and schedule. It is the responsibility of the CONTRACTOR personnel to remove roll-carts from the right-of-way. On the day of service, the CONTRACTOR shall make every effort to perform a clean sweep of the area to ensure all residences have been serviced.

2. In addition to household garbage, CONTRACTOR shall collect weekly yard trash (shrubbery trimmings, grass clippings, limbs and leaves normally generated from home yard maintenance activities). The CONTRACTOR shall service all properties covered by this contract a minimum of once per week and will provide additional days depending on the volume of debris to be disposed.

Limbs shall be trimmed to the stem and no longer than five feet (5') in length and six inches (6") in diameter and not weigh more than 30 pounds each. All bagged yard debris must be reasonable in weight, size, nature and positioned in the same general proximity to the normal pick-up location. Leaves, grass clipping and any small loose debris shall be bagged and not exceed 30 pounds per bag in order to be collected.

3. Bulky items such as furniture, wood scraps, etc., will be collected weekly from all properties covered by this contract. White goods such as appliances, metal, etc., will be collected weekly from all properties covered by this contract.

**B. Convenience Station Operations**

1. Weekly Hours of Operations

Tuesday	8:30 A.M. through 1:30 P.M.
Thursday	1:30 P.M. through 6:00 P.M.
Saturday	8:30 A.M. through 5:30 P.M.

2. Equipment (Town reserves the right to increase or decrease amount of equipment based on current demand)

One (1) thirty (30) yard self-contained compactors serviced on an on-call basis.

Two (2) forty (40) yard open top containers will be provided for each or a combination of the following and serviced on an on-call basis.

- Bulky/manufactured items
- White Goods/construction material
- Yard Trash

Three (3) thirty (30) yard closed top containers will be provided for each of the following and serviced on an on-call basis.



2-Commingled recyclables  
1-cardboard/paper

One (1) twenty (20) yard open top containers will be provided for each of the following and services on an on-call basis.

-metal

The convenience station is owned and maintained by the Town of Edisto Beach. The convenience station must be manned at the CONTRACTOR's expense for posted hours of operation for the purpose of monitoring proper separation and disposal of refuse, assisting citizens and maintaining the convenience station in a clean state at all times. CONTRACTORS are prohibited from dumping collection vehicles at the convenience station. All hauls made from the convenience station with the exception of the recycling container must be taken to the Colleton County Solid Waste Facility. It is the responsibility of the CONTRACTOR to have all haul tickets signed by the Town of Edisto Beach in order for them to be paid. Any ticket not signed by the TOWN will not be paid. Should delays in servicing the one (1) compactor be experienced, the CONTRACTOR will provide the TOWN with overflow containers at no charge to the TOWN.

**C. Commercial Dumpsters.**

Commercial dumpsters will not be contracted through the Town of Edisto Beach. It is a requirement of the contract that the CONTRACTOR provided commercial dumpsters on a fee basis to businesses or construction sites.

**D. Public Beach Access Containers**

Roll-carts at beach access points will be serviced by the CONTRACTOR in the same fashion as outlined in Section III A. Beach access containers shall be different in appearance than residential containers. The style, color, etc., shall be agreed to by the TOWN.

**E. Uniform Containers**

The CONTRACTOR shall be responsible for providing and maintaining residential and public beach access roll-carts for the term of this contract.

**F. Service Times**

The CONTRACTOR shall not begin garbage or yard trash collection or any other collection before 7:00 a.m. nor shall CONTRACTOR make any collection later than 9:00 p.m. unless CONTRACTOR receives permission from the Town Administrator or designated representative.

**G. Personnel**

CONTRACTOR shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Clothing will be as neat and clean as circumstances permit. Shirts are required at all times. The TOWN or any individual or any business receiving the services provided by the CONTRACTOR shall have the right to make a written complaint regarding any employee of the CONTRACTOR who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his duties. The TOWN may suggest action to be taken in its complaint, but it shall not be binding on the CONTRACTOR.

CONTRACTOR agrees to develop a job description for the convenience station attendant and provide one copy to the TOWN for their records. This job description will assure the TOWN that this employee will perform his/her duties as outlined in Section III. Service (B) Convenience Station Operations.

#### **H. Collection Equipment**

The CONTRACTOR, at its sole cost and expense, agree to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by the CONTRACTOR in accordance with the Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the TOWN, nor while in route to the disposal site, where such accumulation shall be dumped.

Due to the street size variations and surfaces in the TOWN and unincorporated areas, the CONTRACTOR will need to provide equipment that will accommodate such streets. Special collections shall be made using appropriate equipment. CONTRACTOR shall, hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from the public and/or private property resulting from its collection activities by the end of the next business day after receiving a complaint of such spillage or leak.

All motor vehicles used in the performance of the obligations herein created shall be clearly marked with the Firm's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition through the term of the Contract.

Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The TOWN may inspect CONTRACTOR's vehicles at any time to insure compliance of equipment with the Contract, or require equipment replacement schedule be submitted to the TOWN. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

**1. Waste:** "Waste" means any Municipal Solid Waste, Yard Waste and Bulk Waste as defined below which may be collected and disposed by CONTRACTOR, but not including any Unacceptable Waste.

**2. Acceptable Waste**

**a. Municipal Solid Waste (MSW)** means all by products of animal or vegetable foodstuffs resulting from handling, preparation, cooking and consumption of food or other matter, which is subject to decomposition, decay, putrefaction, or the generation of noxious or offensive gases or odors or which, during or after decay, may serve as breeding or feeding material for flies, insects or animals.

**b. Yard Trash** means grass and shrubbery clippings, fallen limbs and fronds and similar materials resulting from normal and routine yard maintenance. Yard trash does not include materials from tree cuttings or pruning.

c. **Bulk Waste** typically means items too large to fit into your waste container such as mattresses, furniture, white goods (refrigerators, stove, washers, driers, etc.) and construction materials (not generated by a contractor)

### 3. **Unacceptable Waste**

a. **Unacceptable waste** means hazardous waste, liquid wastes, special wastes, certain pathological and biological wastes (acids, bases, aerosols, antifreeze, batteries, brake fluid, corrosives, drain openers, flammables, fuel, furniture strippers, gasoline, household cleaners, household polishes, kerosene, lighter fluid, oxidizers, paints, pesticides, photo chemicals, poisons, pool chemicals, solvents/thinners, weed killers, wood preservatives) fluorescent light bulbs, motor oil, asbestos, creosote, shingles, electronics (TV, computers, etc.) and other materials deemed by state, federal or local law, or in the reasonable discretion of CONTRACTOR, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

b. "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substances Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after

the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

c. CONTRACTOR may, in its sole discretion, reject any Unacceptable Waste provided by the TOWN. The TOWN upon receiving a notice of rejection from CONTRACTOR shall immediately remove such Unacceptable Waste from CONTRACTOR'S collection vehicle or premises.

I. **Holidays**

The TOWN agrees when scheduled days fall on an observed holiday, the CONTRACTOR has the right to move the service days to the next working day without penalty. CONTRACTOR must notify the TOWN one week prior to the holiday change. The CONTRACTOR shall provide a copy of the holiday schedule in December annually.

J. **Non-Routine Collection:**

The CONTRACTOR shall furnish, at no charge, customer educational fliers annually. Said fliers shall include information about the CONTRACTOR'S services in the Town of Edisto Beach, pick-up schedules, and CONTRACTOR'S contact information. The TOWN reserves the right to review and approve the information printed on the flier.

K. **Spillage:**

The CONTRACTOR shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered

refuse shall be picked up immediately by the CONTRACTOR. The CONTRACTOR will not clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the TOWN so that proper notice can be given to the customer at the premises to properly contain refuse.

**L. Protection from Scattering:**

Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the CONTRACTOR's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a pitch fork, broom, and shovel for this purpose.

**IV. PRICING**

The following schedule of prices shall apply. Pricing shall be adjusted upon the change in either the location of the current disposal facility or if a disposal charge is imposed. Currently there is no disposal charge for residential household garbage, yard waste, or convenience station roll-off containers at the Colleton County Solid Waste Facility.

The CONTRACTOR shall meet twice per year to evaluate the actual house count and adjust the rate accordingly. The TOWN also agrees to negotiate in good faith any changes in

governmental regulations that may necessitate price adjustments as required by CONTRACTOR, or other increases in the cost of doing the service out of the reasonable control of CONTRACTOR. This includes but is not limited to fuel, tax, insurance, etc. Under no circumstances shall the price be adjusted in the initial term. Prices may be adjusted after the initial term through a contract amendment based on the increase in the Consumer Price Index (CPI) for Waste, Sewer, Trash over the prior 12-month period from the initial term.

Monthly invoicing shall occur in advance on or near the 1<sup>st</sup> of each month for fixed costs and in arrears for haul charges. The invoice must include a breakdown of the waste stream tonnages collected. Charges above or below the total allotted workload at contract start-up shall result in a price increase or decrease as per the following schedule:

Total monthly fixed cost based on a residential start up count of 2,061 users plus 38 beach access containers is \$\_\_\_\_\_. The fixed cost is calculated using the below listed unit prices.

<u>Residential:</u>	<u>Cost</u>
Household garbage service	\$_____ per house per month
Yard Trash	\$_____ per house per month
White Goods/Bulky items	\$_____ per house per month
Beach Access Service	\$_____ per beach access per month

Convenience Station:

One (1) self-contained 30 CY compactors	\$_____ monthly rental
Two (2) forty (40) yd open top containers	\$_____ monthly rental
Three (3) thirty (30) yd recycle containers	\$_____ monthly container
One (1) twenty (20) yd container	\$_____ monthly container
Personnel/Convenience Station	\$_____ per month

HAUL CHARGES:



Open tops and compactors	\$_____ per haul
Recycle container	\$_____ per haul

**V. TERM**

A. Initial Term

1. Initial contract term shall be from April 30, 2019 until April 30, 2022.
2. The Term of this agreement shall be for three (3) years. The TOWN shall have the option to renew this agreement for three additional one-year terms. Pricing schedule for the initial term is firm. Pricing for additional terms will be negotiated and requires a contract amendment for subsequent terms.

This contract may be extended by the TOWN at the end of the initial term or any optional term provided notice is given by Certified Mail 90 days prior to the effective date of termination. The CONTRACTOR may “subcontract” desired parts of this contract or assign it to a third party with written approval from the TOWN, provided that the assigned party complies with the terms of the contract and the TOWN shall look solely to the CONTRACTOR for the performance of the “subcontractor”.

**VI. TITLE TO WASTE**

Title to and liability for any Hazardous Waste and Unacceptable Waste shall not pass to CONTRACTOR at any time, but shall at all times remain with the generator or depositor of such.

**VII. EXCLUSIVELY**

The CONTRACTOR has the right to collect all residential waste including recyclables generated within the TOWN.

**VIII. RECYCLING**

The TOWN agrees that if it elects to have an additional recycling program or other waste collection programs, the CONTRACTOR shall be offered a right of first refusal to provide such services, provided the CONTRACTOR's proposed terms are equal to terms provided by other proposed service providers.

**IX. FORCE MAJEURE**

The CONTRACTOR shall maintain its services at all times during the term of this Agreement except if the CONTRACTOR's service is interrupted, impaired, or prevented by unexpected occurrences such as strikes, labor disputes and changes in laws, fires, storms, floods or any other natural disaster.

**X. INDEMNITY.**

The CONTRACTOR, as a condition of this Agreement and in consideration thereof shall protect, indemnify and hold harmless the TOWN, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings claims, demands, damages, costs

and expenses to persons or property by reason of the maintenance and operation of CONTRACTOR's services, equipment, and facilities, and conducting of its business, or in any way arising from the Agreement, to the extent such suits, actions, legal proceedings, claims, demands, damages, costs and expenses to persons or property are caused by any act of negligence, gross negligence, or willful misconduct of the CONTRACTOR or any of its CONTRACTORS, officers, agents or employees, or by any person for whose negligence, gross negligence, or willful misconduct, the CONTRACTOR is by law responsible. This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of the CONTRACTOR and the TOWN. The CONTRACTOR shall reimburse and indemnify the TOWN for all attorney's fees and costs incurred by the TOWN in the defense of any of the said suits, actions, legal proceedings claims, and demands made against the TOWN. This indemnification and other obligations stated in the is paragraph shall survive the termination of this Agreement. In any and all claims against the Town or any of its agents or employees by an employee of the CONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Workman's Compensation Acts, disability benefits acts, or other employee benefit acts.

#### **XI. HANDLING COMPLAINTS**

Though the parties agree that certain conditions shall cause delays, mistakes, etc., caused by various reasons such as human error, the CONTRACTOR is expected to minimize such occurrences through proper management and quality assurances. The TOWN will notify the

CONTRACTOR between the hours of 8 a.m. and 5 p.m., Monday through Friday when the convenience station equipment is in need of being serviced or the containers need to be emptied. This notification will be made via email, text or telephone and the CONTRACTOR agrees to service the convenience station equipment within forty- eight hours of the notification.

The CONTRACTOR will also be notified by email, text and/or phone call to advise of any residential missed stop or complaint. All residential complaints must be addressed within twenty-four hours. The TOWN agrees that all complaints must be reported to the CONTRACTOR before 12 noon following the day of service in order to be collected. In addition, CONTRACTOR personnel must check in with the TOWN each normally scheduled collection day during normal working hours to receive complaints in order that they may rectify service where appropriate in a timely manner.

The CONTRACTOR shall be responsible for maintaining a log of complaints and shall provide the TOWN with copies of all complaints, indicating the date and hour of the complaint, nature of the complaint, address of the complaint, name of customer, and the manner and timing of its resolution on a monthly basis.

The CONTRACTOR will provide the TOWN with a knowledgeable representative to attend Council and other meetings to handle any public relations concerning the TOWN's solid waste program.

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including but not limited to strikes, riots, fires, acts of God, the public enemy, floods, epidemics, or unusually severe weather.

## **XII. INSURANCE**

The CONTRACTOR shall provide and keep in force and effect during the term of this agreement:

### Workers Compensation and Employer's Liability

Coverage A-	Statutory requirements
Coverage B-	\$100,000/\$100,000/\$500,000
Coverage C-	\$100,000/\$100,000 accident and/or disease

### Vehicle Liability, including owned, non-owned and hired car coverage

Bodily injury-	\$3,000,000 each occurrence
Property damage-	\$3,000,000 each occurrence

### Comprehensive General Liability

Bodily injury	\$3,000,000 each occurrence
Property damage-	\$3,000,000 each occurrence

Including:

- Completed operations/products
- Contractual liability for specified agreements
- Personal Injury
- (XCU) Explosion, collapse, and underground storage
- Broad for property damage

### Excess Liability

Bodily injury-	\$2,000,000 each occurrence
Property damage-	\$2,000,000 each occurrence

The CONTRACTOR shall provide to the TOWN insurance certificates to verify that such coverage is in effect. The insurance certificates shall be supplemented by the notice of cancellation endorsement that will provide thirty (30) days written notice to TOWN in the event of cancellation. The certificates shall also name the TOWN OF EDISTO BEACH as the certificate holder.

## **XIII. PENALTIES/NON-PERFORMANCE/TERMINATION**

In the event that the CONTRACTOR fails to pick-up residential garbage or yard trash or any other item mentioned in Section III, Subparagraph A. 1-3 or fails to pick-up roll-carts located at various beach access points on scheduled pick-up days where such failure is due to negligence of CONTRACTOR, the TOWN at its option, may assess a \$3.00 per residence or roll-cart penalty. The TOWN agrees that the CONTRACTOR shall be given a notice by email or facsimile and will not assess any penalty unless the problem is not corrected within 24 hours of transmission of said email or facsimile. In the event the CONTRACTOR fails to service equipment within the convenience station as outlined within, the CONTRACTOR will be penalized \$200.00 per piece of equipment each day.

If the CONTRACTOR fails to provide collection services required by this Agreement for a period in excess of two consecutive scheduled working days the TOWN may, at its option, take the following action:

**A.** Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the CONTRACTOR is able to fulfill its obligations under this Contract.

**B.** Deduct any and all operating expenses incurred by the TOWN from any money then due or to become due to CONTRACTOR and, should the TOWN's cost toward continuing the operation exceed the amount due to the CONTRACTOR, collect the amount due either from CONTRACTOR, surety, or both.

**C.** If CONTRACTOR is unable for any reason to resume performance at the end of 30 days, all obligation of the TOWN to the CONTRACTOR under this Agreement shall cease and the

TOWN shall be free to negotiate with any other corporation or individual to service the TOWN's waste collection and disposal needs. Such actions, however, shall not release the CONTRACTOR of its liability to the TOWN for such breach of Contract.

**D.** In the event the CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of the CONTRACTOR after adjudication of bankruptcy. If the CONTRACTOR shall be proven insolvent, or fail in business, this contract shall be terminated at the option of the TOWN.

**E.** It is also understood that all terms, conditions and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of said contract. Should either PARTY fail to perform any of its contractual obligations the non-breaching PARTY will give the breaching PARTY written notice of such failure. If the breaching PARTY fails to correct or to perform any of its contractual obligations within (30) days after receipt of written notice, the non-breaching PARTY may at its option terminate the Contract.

#### **XIV. NOTICES**

Any written notice or request to be given under this Agreement, if given to the TOWN, shall be addressed:

Town of Edisto Beach  
2414 Murray Street  
Edisto Beach, SC 29438

and if given to the CONTRACTOR, shall be addressed:

FIRM

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

All notices written shall be sent by registered or certified mail. Either party may give the other party written notice of a change of address. The date of mailing shall be deemed to be the date on which the notice is given and postal receipt shall be conclusive evidence between the parties as to the fact and time of delivery.

**XV. MISCELLANEOUS**

A. Excessive yard debris created due to Acts of God is not covered under normal yard debris collection, Section III (A) 2. and will be negotiated prior to pick up.

B. This contractual agreement expresses the entire understanding of the parties and may only be modified in writing upon mutual consent of the parties, their successors and assigns.

C. This agreement shall apply to the benefit of the parties, their successors and assigns.

D. The illegality, invalidity or unenforceability of any provision of the Agreement shall not render illegal, invalid, or unenforceable any other provision hereof.

E. The CONTRACTOR shall not assign, transfer or convey any part of this contract without express written consent of the TOWN.

F. The CONTRACTOR shall provide a report to the Town containing tonnage figures for all waste streams annually in December.

**XVI. GOVERNING LAW; JURISDICTION; VENUE**



This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina. The parties agree that venue for any dispute arising from this Agreement or the performance of the terms thereof shall be in the Court of Common Pleas for Colleton County, South Carolina, and further, the parties subject themselves to the personal and subject matter jurisdiction of said court regardless of the amount in controversy.

**XVII. AGREEMENT SUBJECT TO APPROPRIATION; TERMINATION FOR NON-APPROPRIATION.**

Notwithstanding any other provisions of this Agreement, the TOWN OF EDISTO BEACH shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of the TOWN'S future fiscal years unless and until the Town Council appropriates funds for this Agreement in the Town's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The Town of Edisto Beach shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement.

TOWN OF EDISTO BEACH

Witnessed:

By: \_\_\_\_\_  
Jane S. Darby, Mayor

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Deborah Hargis, Municipal Clerk

(FIRM)

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By: \_\_\_\_\_  
General Manager/Vice-President