

***REQUEST FOR PROPOSALS***

**SOLID WASTE COLLECTION AND  
TRANSPORTATION SERVICES**

**BAMBERG COUNTY, SOUTH CAROLINA**

Read all parts of this proposal package thoroughly.

Follow all instructions exactly as written.

Return all paperwork requested.

Sign all documents as required.

Submit your complete package on or before the date required, before the time requested.

Failure to comply with the above could result in your proposal being declared non-responsive and may result in your Proposal not being considered.

***ALL QUESTIONS SHOULD BE ADDRESSED TO THE BAMBERG COUNTY SOLID WASTE DEPARTMENT  
DIRECTOR OF OPERATIONS PRIOR TO COMPLETING AND SUBMITTING THE PROPOSAL.***

<b><i>Signature of Proposer:</i></b>	<b><i>Date:</i></b>
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**SECTION I**  
**INFORMATION FOR PROPOSERS**

**1. DEFINITIONS:**

- a) Bamberg County hereinafter will be referred to as the “County” or “Bamberg County”.
- b) “County Administrator” shall be the person occupying the position of the Bamberg County Administrator.
- c) “Director of Operations” shall be the person occupying the position of the Bamberg County Solid Waste Department Director of Operations.
- d) The words “Contractor”, “Vendor”, “Bidder”, “Offeror”, “Consultant”, and “Proposer” are used interchangeably throughout this RFP to define the firm, person, partnership, limited liability company or corporation submitting a proposal for the pending solicitation.
- e) All references to days in this solicitation mean calendar days, unless otherwise stated.
- f) All references to “shall”, “must”, and “will” are to be interpreted as mandatory language.
- g) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the “RFP”.
- h) “Successful Proposer” shall be the successful Proposer with whom the Solid Waste Collection and Transportation Services Agreement is entered by the County.

**2. PURPOSE AND COUNTY INFORMATION**

- a) Purpose of the RFP
  - 1. This document is a request for proposals from qualified firms who are interested in providing solid waste collection and transportation services for the citizens of Bamberg County, South Carolina.
  - 2. This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by any Proposer who wishes to submit a proposal for consideration.

- b) Bamberg County and Solid Waste Information.
 

Bamberg County is located in south eastern South Carolina. Bamberg County currently owns and operates one (1) C&D Landfill and Solid Waste Transfer Station and eight (8) Collection and Recycling (C&R) Sites throughout Bamberg County. A location Map of the C&R Sites and the C&D Landfill and Solid Waste Transfer Station is attached as **Exhibit E**.

Bamberg County Yearly Totals:

7/1/2015 through 6/30/2016		7/1/2016 through 6/30/2017	
Pulls Per Day	3.13	Pulls Per Day	2.78
Pulls Per Week	15.67	Pulls Per Week	13.90
Pulls Monthly	67.92	Pulls Monthly	60.25
Average Tons Per Pull	4.92	Average Tons Per Pull	5.15
Total Tons Per Year	4,008.89	Total Tons Per Year	3,721.85

### 3. INSTRUCTIONS

- a) Proposals shall be publicly received and the name of the Proposer shall be recorded at the time and place indicated by the advertisement of this solicitation. Proposals shall be made in the official name of the Proposer (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the Proposer. In addition, the Federal Employer Identification Number (FEIN) or in its absence, the Social Security Number of the individual issuing the Proposal, must be included.
- b) Proposer shall include all applicable requested information and are encouraged to include any additional information the Proposer wishes to be considered.
- c) Proposer shall submit five (5) original sealed proposals clearly marked: ***“Solid Waste Collection and Transportation Services”*** in an enclosed and secured envelope/container. A decal must be affixed to the lower left hand corner of the envelope/container containing the proposal with the name and address of the sender, and shall be addressed to ***Bamberg County Attn: Director of Operations, Bill Johnson.***
- d) Proposals shall be accepted until ***4:00 p.m., September 7, 2018.*** Proposals received after the above date and time shall not be considered.
- e) In the event that a proposal is unintentionally opened prior to the official time set for the opening, the employee opening such a proposal shall immediately sign the envelope, state his position/title and deliver it to the Director of Operations.
- f) All prices and quotations shall be entered in ink or type written, and shall remain firm for not less than one hundred twenty (120) calendar days from date of proposal.
- g) Proposer may cross out mistakes and insert corrections. Any such changes or corrections shall be initialed in ink by the person signing the proposal.
- h) The County shall not accept responsibility for unidentified proposals.
- i) Under no circumstances will the County be liable for any costs associated with any proposal or response to this solicitation and RFP. Proposer shall bear all costs associated with the preparation of responses to this solicitation.
- j) In case of non-appropriation of funds, the County may terminate the solicitation or any resulting contractual relationship resulting from this solicitation, in whole or in part, without further obligation to the Proposer.
- k) It is the intent and purpose of the County that this RFP promote competition. It shall be the Proposer’s responsibility to advise the Director of Operations, in writing, if any language, requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Director of Operations at least five (5) calendar days prior to proposal receipt date. A review of such notification shall be made by the Director of Operations.
- l) Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.
- m) Proposal preparation must follow the directions below:

1. All proposals shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone, will be the judge as to whether that variance is significant enough to reject the proposal.

2. Proposals are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles and paragraphs.

3. Each copy of the proposal should be bound in a single volume where practical. If your proposal includes any comments over and above the specific information requested in our RFP, you are to include this information as a separate appendix to your proposal.

n) Procurement information shall be a public record to the extent required by the South Carolina Freedom of Information Act ("SCFOIA") as set forth in Chapter 4 of Title 30, of the South Carolina Code of Laws, 1976, as amended. Except as required by law or court order, the County will not disclose commercial or financial information which a Proposer seeks to protect from disclosure (hereinafter "Proprietary Information") after the award provided the Proposer clearly marks any information the Proposer considers to contain Proprietary Information as "**CONFIDENTIAL**" on each part of the proposal documents by page, paragraph, section or line, as appropriate. The Proposer seeking to exempt information from disclosure under SCFOIA shall be solely responsible for identifying information as exempt from disclosure under SCFOIA and for visibly marking each specific document or part of a document which the Proposer deems to be so exempt as "**EXEMPT FROM S.C. FREEDOM OF INFORMATION ACT.**" If any part of a proposal is designated as exempt from SCFOIA, there must be attached to that part an explanation of how this information fits within one or more categories exempt from disclosure under SCFOIA. The County reserves the right to determine, in its sole discretion, whether this information, including marked items, meets SCFOIA requirements for non-disclosure or otherwise should be exempt from disclosure. The Proposer shall be solely responsible for any consequences related to or arising from the nondisclosure of any information that is subsequently determined not exempt from disclosure under SCFOIA. The County will not assume responsibility for the disclosure of any information that is disclosed as a result of the Proposer's failure to visibly mark as "**CONFIDENTIAL**" or "**EXEMPT FROM S.C. FREEDOM OF INFORMATION ACT,**" and the County will not bear liability for disclosing Proprietary Information or other information that the County in good faith has determined to be subject to disclosure under applicable law or court order. The County disclaims any responsibility for not disclosing information identified by a Proposer as exempt from SCFOIA.

o) The RFP may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Director of Operations.

p) Verbal comments or discussions by the County personnel, including the Director of Operations, relative to this solicitation shall not be binding on the County.

#### 4. EVALUATION AND AWARD CRITERIA

##### a) EVALUATION TEAM

A duly appointed Evaluation Team will conduct proposal evaluations. The County reserves the right to request the top ranking Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The

additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer.

b) LETTER OF AWARD

Once the Successful Proposer has been selected, a Letter of Award will be transmitted to the Successful Proposer. The County is not obligated to accept the lowest cost proposal. The award of the contract will be made to the Proposer providing the most responsive and responsible proposal that is most advantageous to the County based on the criteria set forth below. The County reserves the unqualified right to reject any and all proposals or accept any such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.

c) AWARD CRITERIA

During the evaluation, Evaluation Team members will award points for each proposal based on the evaluation criteria set forth on **Exhibit A** attached hereto.

**5. GENERAL INFORMATION AND REQUIREMENTS**

a) AFFIRMATIVE ACTION.

The Successful Proposer shall take affirmative action in complying with all Federal, State and the County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reasons of race, color, sex, religion, national origin or physical handicap.

b) AMBIGUOUS OFFERS.

Proposals that are uncertain as to terms, delivery, compliance requirements, or specifications, may be rejected or otherwise disregarded.

c) COMPENSATION

Compensation shall be based on a negotiated contract with the Successful Proposer taking into account the estimated value of the services to be rendered, the scope, complexity, and professional nature thereof. If and when this RFP results in a multi-year contract, the contract will be limited to the services covered by a negotiated fee. The negotiation of the fee for subsequent services, i.e., services included in the procurement action but not in the initial contract, must occur at the time those services are needed. A fee estimate will be performed for each of these negotiations. If a fee cannot be agreed upon between the County and the Successful Proposer, then negotiations shall be terminated with that firm for such services.

d) AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing and signed by the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter or fax to the Director of Operations.

e) ASSIGNMENT OF AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the County. This RFP package, the negotiated results documented in writing, and the winning Proposer's proposal shall constitute the entire agreement.

## f) AWARDING POLICY.

The award of the contract shall be made in accordance with provisions of the Ordinances of Bamberg County, South Carolina, to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the County. However, the unqualified right is reserved to reject any and all proposals received and in all cases, and the County shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.

## g) COMPLETE DOCUMENTS.

All supplementary documents and attachments are essential parts of this contract and requirements occurring in one are as binding as though occurring in all.

## h) AGREEMENT ADMINISTRATION.

Questions or problems arising after award of this contract shall be directed to the Director of Operations.

## i) COVENANT AGAINST CONTINGENT FEES.

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## j) DEFAULT.

In case of default by the Successful Proposer, the County reserves the right to purchase any or all services in open market, charging said Proposer with any excess costs. Should such charges be assessed, no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied.

## k) DISCUSSIONS.

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award of contract, Proposer shall not discuss this procurement with any party except the Director of Operations. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the County Administrator.

## l) STATEMENT OF ASSURANCE, COMPLIANCE AND NON-COLLUSION.

1. To be eligible for consideration, Proposer shall certify in writing that the Proposer complies with all applicable federal, state and local laws and regulations, including the Ordinances of Bamberg County, South Carolina.

2. Proposer shall provide with each proposal, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.

3. A Statement of Assurance, Compliance, and Non-Collusion, a copy of which is attached hereto as **Exhibit B**, along with other statements and certifications is hereby provided to the Proposers.

## m) SPECIAL CONDITIONS FOR FEDERAL AND STATE REQUIREMENTS.

This selection process and the performance of any selected Proposer shall be subject to the following special conditions:

1. DRUG-FREE WORKPLACE ACT.

The Successful Proposer must comply with the terms of the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702), Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534), and the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107. The Successful Proposer must determine whether it is subject to the individual or organizational provisions of the Drug-Free Workplace Act of 1988, and take all required steps to provide a drug-free workplace. Proposers shall execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act, a copy of which is attached hereto as **Exhibit C**. Failure to comply with this requirement shall result in rejection of a proposal.

2. NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT.

The form attached as **Exhibit D** must be completed by any Proposers that do not have a business that resides in South Carolina.

3. EMPLOYMENT VERIFICATION.

During the term of this Agreement, the Successful Proposer including any subcontractors shall comply with all federal and state laws and regulations relating to the employment verification of its workforce and that all employees performing services on behalf of the Successful Proposer shall be verified using a federal work authorization program and shall be legally authorized to work. The Successful Proposer shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Successful Proposer's failure to strictly comply with such laws. The Successful Proposer shall immediately provide notice of any I-9 audit or inspection by US Immigration and Customs Enforcement or notice of investigation or prosecution by South Carolina Department of Employment and Workforce or a successor agency.

n) EXPLANATION TO PROSPECTIVE PROPOSERS.

Any prospective Proposer desiring an explanation or interpretation of the solicitation, shall request in writing, five (5) days prior to proposal receipt date, which will allow a reply to reach all respective Proposers before submission of their proposal.

Oral explanations and/or instructions given before the award of the contract shall not be binding. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

o) FORCE MAJEURE.

The Proposer shall not be liable for any excess costs if the failure to perform the agreement arises out of cause beyond the control and without the fault or negligence of the Proposer. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics,



quarantine restrictions, strikes, and unusually severe weather. In every case the failure to perform must be beyond the control of the Proposer and without fault or negligence of the Proposer. The Proposer shall not be liable for any excess costs for failure to perform due to a force majeure, unless supplies or services to be furnished by Proposer were obtainable from other sources in sufficient time to permit the Proposer to meet the required delivery or performance schedule.

p) **IMPROPER INFLUENCE AND PROHIBITION OF GRATUITIES.**

- i) The County Administrator is the only authorized agent of the County with regard to this RFP. The County Administrator is responsible for all contractual affairs related to the agreement to be entered hereunder. The County Administrator may, from time to time, appoint, in writing, a technical representative to help monitor performance, and without limiting such authority, hereby appoints the Director of Operations.
- ii) Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the County Administrator is hereby prohibited. Violation of this provision may result in suspension or debarment.
- iii) Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

q) **INDEMNIFICATION.**

Proposer shall indemnify, defend and hold harmless the County, its employees, council members, agents, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Proposer or anyone acting under its direction or control or in its behalf in the course of its performance under the agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Proposer or an agent of the Proposer or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Proposer shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Proposer shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

r) **PROPOSER'S QUALIFICATIONS.**

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the County are financially responsible and able to show evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the agreement. The County may make such investigation, as it

deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County all such information and data as the County may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to use. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

s) **PROPOSER'S RESPONSIBILITY.**

Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this solicitation or agreement.

t) **PUBLICITY RELEASES.**

Proposer agrees not to refer to award of this agreement in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

u) **REJECTION OR ACCEPTANCE OF PROPOSALS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.**

1. The County shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the County's own best interest.
2. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made pursuant to this RFP.
3. In all cases, the County shall be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements to solicitations made pursuant to this RFP.
4. The County may reject any proposal or cancel any award that fails to conform to the essential requirements of the RFP.
5. The County may reject any proposal that does not conform to the applicable specifications unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the RFP.
6. The County may reject any proposal or cancel any award that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
7. The County may reject a proposal when the Proposer imposes conditions that would modify requirements of the invitation or limit the Proposer's liability to the County, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers.
8. A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects quality, or delivery of the services offered.
9. Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason determination is made by the County, in writing.
10. The County Administrator shall reject Proposals received from entities determined to be

non-responsible.

11. The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFP.

12. After submitting a proposal, if all of a Proposer's assets or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the County Administrator may reject the proposal unless merger, operation of law or other means not barred by law effects the transfer.

v) SEVERABILITY.

If any term or provision of any agreement resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

w) SOUTH CAROLINA LAW CLAUSE.

Upon award of a contract under this request for proposal, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

x) SUBCONTRACTS.

Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work which its Subcontractor is to undertake. The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed subcontractor without the County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its subcontractor(s), their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the County's authorization of Proposer's agreement with subcontractor(s), the County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a subcontractor shall create any contractual relationship between any subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the County before commencement of any work by a subcontractor. Proposer's violation of this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity for cure. In addition, Proposer indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor of Proposer (of any tier) for

compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

y) 6% SOUTH CAROLINA SALES TAX.

Bamberg County is subject to South Carolina Sales Tax on all purchases of goods and services. Therefore, 6% sales tax must be added to all orders. When applicable, net prices as shown in the proposal shall exclude such Federal and State Tax amounts. By submission of a signed bid, the Proposer is certifying, under penalties of perjury, that the Proposer complies with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. The Proposer’s signature below will certify to the County the Proposer’s compliance.

z) NON-APPROPRIATION

If and when this RFP results in a multi-year contract, the contract shall include a provision that allows cancellation without penalty if funds are not appropriated or otherwise made available to support continuation of performance in subsequent fiscal years. Any contract approved by Bamberg County shall be conditioned by a “non-appropriation clause” containing the following or similar language:

“This contract is approved and funded contingent upon annual appropriations being established by the local governing body of Bamberg County to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing July 1st and terminating June 30th of the following year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract scheme. In the event that an annual appropriation is not approved, Bamberg County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.”

aa) EXCLUSIVITY

The Agreement resulting from this RFP, if any, should not be considered exclusive. As deemed necessary by the County, in the County’s sole discretion, the County reserves the right to retain the services set forth in this RFP from any other vendor.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

**PROPOSER**

\_\_\_\_\_  
(Name of Corporation or Entity)

By:

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

\_\_\_\_\_  
Its:

**EXHIBIT A****RFP No. \_\_\_\_\_, SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES  
EVALUATION CRITERIA**

Bamberg County shall evaluate each written proposal. The County may determine whether oral discussions are necessary. Based on the content of the written proposal and oral discussions, if any, the County will evaluate and make its determinations regarding the Proposer best qualified for the project and most advantageous to the County using the factors listed below in order of importance:

- (1) The cost of the services to be provided.
- (2) The breadth and depth of the Proposer's experience in conducting similar assignments for residential locations, including, without limitation
  - (a) a minimum of five (5) years prior experience in solid waste collection, transportation and disposal with governmental entities as clients;
  - (b) experience providing solid waste collection, transportation and disposal in localities with populations similar to that of Bamberg County;
  - (c) experience with governmental regulations concerning the provision of solid waste collection, transportation and disposal services;
  - (f) the ability to take innovative approaches to the delivery of solid waste collection, transportation and disposal services that will reduce costs and optimize services.
- (3) The quality and responsiveness of the proposal which should include a detailed presentation of strategies, equipment and services to be provided. Each proposal will be carefully evaluated to determine the following:
  - (a) Proposer's understanding of the project requirements including an adequate staffing and equipment plan that meet the Contract Specifications; and,
  - (b) Proposer's ability to clearly describe how the proposed program will meet the needs of Bamberg County and its residents, including, but not limited to strategies that will be of benefit to Bamberg County and its residents.
- (4) The Proposer's reputation for personal and professional integrity and competence, the Proposer's availability, and the Proposer's ability to provide required services.

The County reserves the unqualified right to accept or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified Proposers. An award resulting from this request shall be made to the responsive and responsible Proposer whose proposal is determined to be in the best interests of the County, taking into consideration the cost and the evaluation factors set forth herein. The County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

The proposals will be publicly opened. Only the names of the Proposers will be disclosed at the opening. Contents of the proposals will not be disclosed during the evaluation or negotiation phases. Proposals will be available for public inspection after award of the agreement and shall be a public record to the extent required by the South Carolina Freedom of Information Act ("SCFOIA") as set forth in Chapter 4 of Title 30, of the South Carolina Code of Laws, 1976, as amended. Except as required by law or court order, the County will not disclose commercial or financial information which a Proposer seeks to protect from disclosure (hereinafter "Proprietary Information") after the award provided the Proposer clearly marks any information the Proposer considers to contain Proprietary Information as "**CONFIDENTIAL**" on each part of the proposal documents by page, paragraph, section or line, as appropriate. The Proposer seeking to exempt information from disclosure under SCFOIA shall be solely

responsible for identifying information as exempt from disclosure under SCFOIA and for visibly marking each specific document or part of a document which the Proposer deems to be so exempt as "**EXEMPT FROM S.C. FREEDOM OF INFORMATION ACT.**" If any part of a proposal is designated as exempt from SCFOIA, there must be attached to that part an explanation of how this information fits within one or more categories exempt from disclosure under SCFOIA. The County reserves the right to determine, in its sole discretion, whether this information, including marked items, meets SCFOIA requirements for non-disclosure or otherwise should be exempt from disclosure. The Proposer shall be solely responsible for any consequences related to or arising from the nondisclosure of any information that is subsequently determined not exempt from disclosure under SCFOIA. The County will not assume responsibility for the disclosure of any information that is disclosed as a result of the Proposer's failure to visibly mark as "**CONFIDENTIAL**" or "**EXEMPT FROM S.C. FREEDOM OF INFORMATION ACT,**" and the County will not bear liability for disclosing Proprietary Information or other information that the County in good faith has determined to be subject to disclosure under applicable law or court order. The County disclaims any responsibility for not disclosing information identified by a Proposer as exempt from SCFOIA.

**Any Proposer determined to be technically unqualified, non-responsible, or whose proposal is deemed unresponsive, will not be considered further. Any Proposer that has demonstrated poor performance during either a current or previous agreement with the County may be considered as an unqualified source and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper or necessary.**



COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public for the State of \_\_\_\_\_, do hereby certify

\_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_

(Name of Corporation or Entity)

(Signatory)

(Title of Signatory)

personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this \_\_\_\_\_ day

of \_\_\_\_\_, 2011.

\_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





Exhibit D



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 7/28/06)  
3323

**Mail to: The company or individual you are contracting with.**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

2. Trade Name, if applicable (Doing Business As):  
\_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Identification Number: \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_ Beneficiary of Trusts and Estates:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue  
Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both. Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_ Date

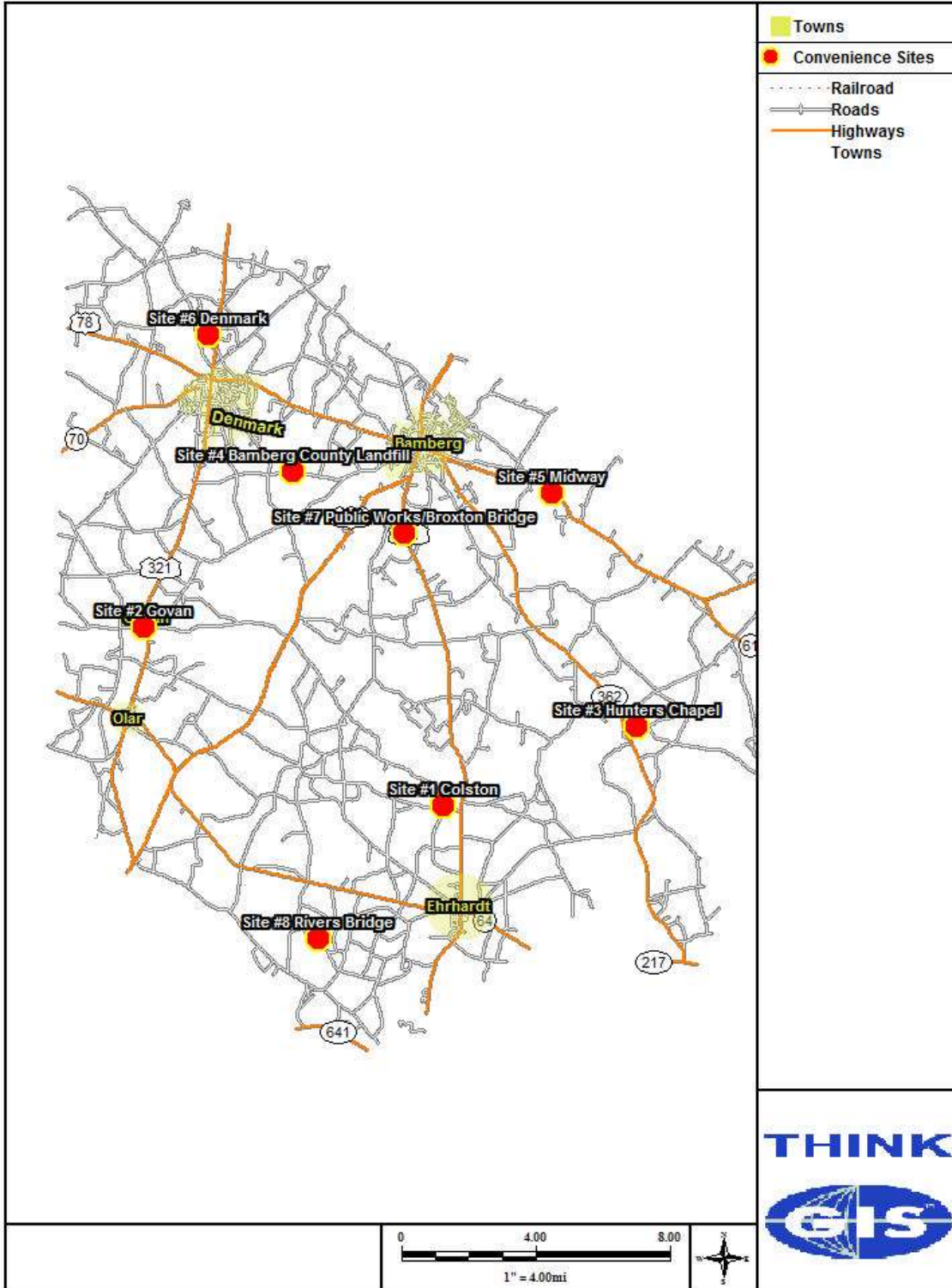
If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

33231010

EXHIBIT E

[Attach Location Map]



## SECTION II

### INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL

**\*THIS SECTION MUST BE FULLY COMPLETED\***

The party making and submitting the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional pages may be attached if necessary. "You" or "Your" as used herein refers to the party making the Proposal's company and any of its owners, officers, directors, shareholders, members, parties or principals. The County has discretion to request additional information depending on the scope of the Project.

1. Company name and address:

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2. Telephone No.: \_\_\_\_\_

3. Type of Entity: (check one) Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_

Limited Liability Company \_\_\_\_ Other \_\_\_\_\_

4. License No. (if any): \_\_\_\_\_

Class: \_\_\_\_\_

Name of license holder: \_\_\_\_\_

5. Have you or any of your principals ever been licensed under a different name or different license number? \_\_\_\_\_ Response must include information pertaining to principals' association outside of the firm.

If Yes, give name and license number: \_\_\_\_\_

6. Names and titles of all principals of the Proposer:

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7. Number of years in the industry: \_\_\_\_\_

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If the answer is "Yes," please provide dates, names and address of surety and details. \_\_\_\_\_

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9. Have you or any of your principals been assessed damages related to any services provided in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating any services provided during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Have you or any of your principals failed to provide services as called for in an agreement in the last three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If so, give project's name and details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Do you now or have you ever had any direct or indirect business, financial or other connection with anyone who you knew then or know now to be an official, employee or consultant of the County? \_\_\_\_\_

If so, please elaborate. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List of References:

Include contracts of similar nature within the last three (3) years. References shall demonstrate a minimum of three (3) complete years of satisfactory service. References should include counties of comparable size. The County has discretion to require more than three (3) references.

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

Address and Telephone: \_\_\_\_\_

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

Type of Project: \_\_\_\_\_

Dates of commencement and  
Completion of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Type of Project: \_\_\_\_\_

Dates of commencement and  
Completion of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Type of Project: \_\_\_\_\_

Dates of commencement and  
Completion of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**14.** In addition to this overview, detailed profile information should be provided in **bold type** underneath each of the following questions:

a. Where is your nearest office to Bamberg County, SC?

\_\_\_\_\_

b. How many employees are in your company? \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Information Required of the Party Making the Proposal provided by me herein is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Corporation or Entity)

By:

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

**SECTION III**  
**SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES**  
**PROPOSAL FORM**

Name of Party making the Proposal: \_\_\_\_\_

To: The Bamberg County Solid Waste Department Director of Operations

1. Pursuant to the Notice Calling for Proposals and the other Proposal documents contained in the Proposal package, the undersigned party making the Proposal (“Proposer”), having become familiarized with the Agreement provided in Section IV of the Proposal Package, and having conducted a thorough inspection and evaluation of the local conditions affecting the performance of the services, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement, if selected by the County, and agrees to perform, within the time stipulated, the services to be performed hereunder, including everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the services and complete in a good workmanlike manner all of the work required in connection with the following project:

**RFP # 18-003, SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES**

all in strict conformity with the Agreement, including all exhibits and Addenda thereto, contained in Section IV of the Proposal package, a copy of which shall be maintained at the office of the County Administrator, and the following Proposal items:

- A) **Program Strategy.** This section should establish your understanding of the County’s objectives and requirements, demonstrate your ability to meet those requirements, and should clearly and concisely outline your plan for accomplishing the work contemplated hereunder. Describe the Company’s ability to provide an adequate start-up for the services. Demonstrate that your company has a proven system of recruiting staff and that your company has an adequate support staff in its central office capable of competently supervising and monitoring the services provided. Describe your quality control procedures. Describe your program model and service strategy. Describe succinctly how your company would accomplish the work and satisfy the County’s objectives described in this RFP. Attach as **Addendum A** hereto.
- B) **Equipment.** This section should establish your understanding of the County’s needs and requirements for the equipment to be utilized, demonstrate your ability to meet those requirements, and should clearly and concisely outline the type, quality and condition of the equipment, as set forth in the Contract Specifications and the services to be provided hereunder. Describe the Company’s ability to provide the equipment. Describe your equipment quality control procedures. Describe your equipment service strategy. Attach as **Addendum B** hereto.
- C) **Experience.** Demonstrate experience in Solid Waste Collection and Transportation Services. Corporate experience (not individual) must be demonstrated which meet the qualifications of the RFP for any points to be awarded. Demonstrate at least five (5) years continuous years of corporate experience (not individual) in providing Solid Waste Collection and Transportation Services in counties and areas with populations similar to that of Bamberg County. Attach as **Addendum C** hereto.
- D) **Cost Proposal.** Provide a cost proposal for the services to be performed hereunder. All Proposals will be rated from the common reference point of a total dollar figure for delivery of Solid Waste Collection and Transportation Services for each month, year and the total contract period. Any



other exceptions to the specific price per month shall be specifically stated, including, without limitation, any charge for an increase in fuel rates. The Proposer should indicate how they will provide innovative and cost-effective pricing while providing opportunities to share in cost savings with the County. Proposer may submit more than one (1) price structure. Describe each price structure in detail. Attach as **Addendum D** hereto.

Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement and all supplies, transportation, facilities, labor, and services required to perform and complete the work, and any and all bonds, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Agreement and all Proposal Documents, whether or not expressly listed or designated.

2. It is understood that the County reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the RFP.
3. It is understood that the Successful Proposer shall be required to furnish a separate faithful performance bond in the amount of twenty five percent (25%) of the first year contract sum and certificates of insurance as required in the Solid Waste Collection and Transportation Services Agreement, prior to execution of the Solid Waste Collection and Transportation Services Agreement
4. It is understood and agreed that if the written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party making the Proposal will execute and deliver to the County the Agreement, as well as certificates of insurance, on or before the tenth (10th) day after the mailing of said notice. The party making the Proposal further agrees that the work under the Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of the County's Notice to Proceed.
5. Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the Proposer at the address stated below.

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

6. The Proposer hereby warrants that the party making the Proposal has all required licenses, if any, that such licenses entitle the party making the Proposal to provide the services, that such licenses will be in full force and effect throughout the duration of performance under the Agreement, and that any and all sub-contractors to be employed by the undersigned will have appropriate licenses.
7. The Proposer hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the requirements set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Proposer agrees to provide to the County any documentation required to establish either: (a) Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, is inapplicable to the Proposer or any subcontractor or sub-subcontractor of the Proposer; or (b) the Proposer and any subcontractor or sub-subcontractor of the Proposer is in full compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended. The Proposer further certifies that it is, and at all times during the performance

of work hereunder shall be, in full compliance the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees, and the Proposer shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Proposer's failure to strictly comply with IRCA or Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended.

- 8. The Proposer hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.
- 9. The Proposer hereby warrants that the required Statement of Assurance, Compliance, and Non-Collusion has been properly executed, notarized and is attached.

The undersigned hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of South Carolina.

\_\_\_\_\_  
(Name of Corporation or Entity)

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum A**

*(Attach Work Strategy)*

**Addendum B**

*(Description of Equipment and Service Strategy)*

**Addendum C**

*(Description of Experience)*

**Addendum D**

*(Attach Cost Proposal Information)*

## SECTION IV

### SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES AGREEMENT

**SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES AGREEMENT** (the "Agreement") has been made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Bamberg County, South Carolina (the "the County"), and \_\_\_\_\_ ("Company").

**WHEREAS**, the County issued a Request for Proposals ("RFP"), advertised on \_\_\_\_\_, \_\_\_\_, 20\_\_\_, for a company to provide Solid Waste Collection and Transportation Services; and,

**WHEREAS**, the Company has complied with all requirements set forth in the RFP and was the successful proposer; and,

**WHEREAS**, the County desires to allow the Company, a legal entity properly registered under the laws of the State of South Carolina, to provide the services sought by the RFP; and,

**WHEREAS**, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Performance by Company.**

The Company shall fully perform and execute all of the work necessary to complete the services for the County, as outlined in Section I of the RFP, and in accordance with the specifications attached hereto as **Exhibit A** (the "Specifications") and incorporated herein by reference (the "Work").

**2. General Conditions.**

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and incorporated herein by reference (the "General Conditions"). The General Conditions, together with the RFP, the proposal of the Company, this Agreement, and all exhibits, shall collectively constitute the "Contract Documents."

**3. Commencement and Term of Agreement.**

a. *Term of Agreement.*

The term of this Agreement shall be for a period of five (5) years commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. The County shall have separate options to extend the initial term for two (2) consecutive one (1) year terms on the same terms and conditions contained herein. The option to extend may only be exercised by the County, in its sole discretion, by giving written notice thereof to Company at least sixty (60) days prior to the expiration of the initial or then current term of this Agreement, as the case may be.

b. *Investigation by Company Prior to Submission of Proposal.*

The Company represents that it has investigated the conditions for the Work prior to submitting its proposal and any delays or damages caused by adverse conditions which

were capable of being identified prior to the submission of the Company's proposal, shall be at the sole risk of the Company.

**4. Payment by the County.**

**[To be determined based upon cost proposal]**

**5. Authority to Act.**

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in good standing in the State of South Carolina and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the entity to this Agreement.

**IN WITNESS OF THIS AGREEMENT**, The Company and the County have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

**BAMBERG COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_ County Administrator

**COMPANY**

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT A*****SPECIFICATIONS***

## 1. In General

The Company agrees:

- a. to deliver high quality solid waste collection, transportation and disposal services that can be audited against established standards; and
- b. to operate the solid waste collection, transportation and disposal services in a cost-effective manner with reporting and accountability to the County; and
- c. to operate the solid waste collection, transportation and disposal services program at full staffing; and
- d. to maintain an open and cooperative relationship with the administration and staff of Bamberg County; and
- e. to maintain complete and accurate records of solid waste collected and transported and analyze such records on a regular basis.

## 2. Specific Solid Waste Collection and Transportation Services

The Company agrees:

- a. to collect and transport of all solid waste in the County every day from the points of pickup to a solid waste disposal site, which has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste; and
- b. to clean up any spillage that occurs during the collection and transportation process; and
- c. to supply, maintain, repair and replace a total of forty eight (48), thirty (30) cubic yard numbered “roll off” containers (six (6) such containers for each of the eight (8) Convenience and Recycling (“C&R”) Sites); and
- d. to repair any damage to any of the containers (or replace such container if such containers cannot be adequately repaired) within thirty (30) days hours of being notified of damage to the container by the County, or otherwise; and
- e. to supply, maintain, repair, and replace a total of eight (8), thirty two (32) cubic yard self-contained compactors(one (1) such compactors for each of the eight (8) C&R Sites), all with electrical panels, as well as pressure gauges (mounted adjacent to the compactor’s control station or mounted on the power unit if a remote power pack is used) that indicate the system’s pressure and enables the operator to determine when the container is approaching its “packed out” state; and
- f. to repair any damage to any of the compactors (or replace such compactor if such compactor cannot be adequately repaired) within forty eight (48) hours of being notified of damage to the compactors by the County, or otherwise; without extending the forty eight (48) hour time frame set forth herein, if a compactor becomes inoperative, the Company shall provide an alternative means of trash collection such as a packer truck or container until such repair or replacement; and

- g. to provide four (4) eight (8) cubic yard front load dumpsters at the following locations. Bamberg Health Department (372 Log Branch Road, Bamberg), County Jail (444 Second Street, Bamberg), County Library (3156 Railroad Avenue, Bamberg) and Bamberg-Barnwell Emergency Medical Center (1524 Barnwell Highway, Denmark), these dumpsters will be required to be picked up twice a week; and
  - h. to repair any damage to any of the dumpsters (or replace such dumpster if such dumpster cannot be adequately repaired) within forty eight (48) hours of being notified of damage to the dumpsters by the County, or otherwise; and
  - i. to have all transported solid waste weighed, before disposal, and to report such weight at the Scale House located at the Bamberg County Landfill; and
  - j. to deliver to the County's Solid Waste Director a monthly tonnage report as well as a report detailing the number of loads transported on behalf of the County within ten (10) days of the end of the month for which the data is collected; and
  - k. to provide cost-effective methods for the collection and disposal of solid waste.
3. Other Matters
- a. The containers, compactors, dumpsters, and any related equipment provided for in Section 2 above as well as any additional equipment utilized for the benefit of the County in carrying out the services under this Agreement shall be referred to in this section as the "Equipment." As stated above, the Company shall supply, maintain and repair the Equipment. The Company shall maintain all Equipment in good physical and mechanical condition, without rust, damaged seams, tops, rollers or leaking hydraulics. The Company shall maintain all Equipment in a sanitary condition, avoiding offensive odors and unsightly appearance. If any Equipment is damaged or determined to be unacceptable by the County due to mechanical failure, sanitary, or aesthetic reasons, the Company shall correct such deficiencies within forty eight (48) hours of being notified by the County by repairing the deficiency or replacing the Equipment if the Equipment cannot be adequately repaired.
  - b. The initial points of pick up shall be each of the eight (8) C&R Sites located throughout Bamberg County.
  - c. The initial solid waste disposal site shall be the Bamberg County C&D Landfill and Solid Waste Transfer Station located at located at 79 Landfill Road, Bamberg, South Carolina.
  - d. The points of pick up and the disposal site may be changed, altered, increased or decreased with reasonable written notice to the Company.
  - e. The Company shall regularly meet with the County-designated personnel or representatives as deemed necessary by the County.
  - f. The Company shall provide all services described herein in accordance with all appropriate state, federal laws and regulations.
  - g. The Company shall safeguard any confidential information to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the County. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in applicable federal or South Carolina state law.

**EXHIBIT B*****GENERAL CONDITIONS***

1. County's Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Company or any other person or entity.
2. County's Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the County.
3. Supervision. The Company shall supervise and direct the Work, using the Company's best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the County for acts and omissions of the Company's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.
4. Labor Equipment and Materials.
  - 4.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.
  - 4.2. The Company shall provide and pay for all personnel necessary to perform the Work.
  - 4.3. The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.
  - 4.4. The Company shall maintain all equipment in good working order and in keeping with industry standards and with strict compliance to all health, sanitation and safety standards.
5. Warranty. The Company warrants to the County that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the County that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be

considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the County is relying upon the Company's skill and experience in connection with the Work.

6. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the County. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of South Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

7. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

8. Permits, Fees and Notices.

8.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.

8.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

8.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

9. Limitation on Liability, Release, and Indemnification.

9.1. The Company hereby releases the County from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

9.2. The Company will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

9.3. The Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

9.4. Any approval or payment by the County shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.

9.5. All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of the Contract Documents.

10. Enforcement. The Company agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

11. Status of the Company as Independent Contractor. It is expressly agreed that the Company's status hereunder is that of an independent contractor and that the Company is not an agent, employee, servant, partner, or joint venturer of the County. The Company is exclusively responsible for and in control of the Company's employees and agents, and performance of the Company's duties hereunder. Neither the Company nor any person hired by the Company shall be considered employees of the County for any purpose.

12. Subcontractual Relations.

12.1. The Company will not subcontract work or services under the Contract Documents without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void.

12.2. If the Company proposes to subcontract any of the Work or services under the Contract Documents, the Company will submit to the County the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The County has the right to reject access to or use of any Subcontractor which the County considers unable or unsuitable to satisfactorily perform its duties.

12.3. The Company agrees it shall be as fully responsible to the County for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Company. Neither this provision, the County's authorization of the Company's agreement with Subcontractor, the County's inspection of a Subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County.

12.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will

be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

13. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the County provided that: (a) assignment is effective only after termination of the Contract Documents by the County for cause and only for those subcontract agreements which the County accepts by notifying the Subcontractor and the Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

14. Limitations on Assignment of the Contract Documents. The Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of the Company's obligations in the Contract Documents.

15. Termination by the County for Cause.

15.1. If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the County may, without prejudice to any other rights or remedies of the County, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Company, the County shall furnish to the Company a detailed accounting of the costs incurred by the County in finishing the Work.

15.2. When the County terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

15.3. If the unpaid balance owed to the Company exceeds costs of finishing the Work, and other damages incurred by the County which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the County. This obligation of payment to the Company or County, as the case may be, shall survive termination of the Contract Documents.

16. Suspension by the County for Convenience. The County may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

17. Termination by the County for Non-Appropriation. The Contract Documents are approved by the County and funded contingent upon annual appropriations being established by the local governing body of the County to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing July 1st and terminating June 30th of the following year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract scheme. In the event that an annual

appropriation is not approved, the County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.

18. Termination by the County for Convenience.

18.1. The County may, at any time, terminate the Contract Documents for the County's convenience and without cause.

18.2. Upon receipt of written notice from the County of such termination for the County's convenience, the Company shall:

18.2.1. cease operations as directed by the County in the notice;

18.2.2. take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

18.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

18.3. In case of such termination for the County's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

19. Obligations Upon Expiration or Earlier Termination.

19.1. Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

19.1.1. Upon request by the County, deliver to the County or such other person as the County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

19.1.2. Deliver to the County, in a reasonably organized form without restriction on future use, reproducible maps, other data, and instruments of service related to the Work.

19.1.3. Cooperate in providing all information, should the County subsequently contract with a new company for continuation of the Work.

19.1.4. Furnish all such information, take all such other action, and cooperate with the County as the County shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

19.1.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

20. Insurance. The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents,

insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

20.1. General Liability Insurance:

20.1.1. Limits of Liability: \$2,000,000.00 in the aggregate and \$1,000,000.00 per occurrence.

20.1.2. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

20.2. Workers' Compensation and Employers' Liability Insurance:

20.2.1. Limits of Liability: Workers' Compensation - Statutory Limits.  
Employers' Liability - Statutory Limits.

20.2.2. Other States' coverage and South Carolina endorsement.

20.3. Automobile Liability Insurance:

20.3.1. Limits of Automobile General Liability: \$2,000,000.00 per occurrence

20.3.2. Limits of Bodily Injury Liability: \$1,000,000.0 per person

20.3.3. Limits of Automobile Property Damage Liability: \$1,000,000.00 per occurrence

20.4. Property Damage (Non-Automobile) Liability Insurance:

20.4.1. Limits of Liability: \$1,000,000.00 in the aggregate and \$1,000,000.00 per occurrence

20.5. Excess Umbrella Liability Insurance:

20.5.1. Limits of Liability: \$5,000,000.00 per occurrence.

20.6. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.

20.7. Each policy and Certificate of Insurance shall contain an endorsement naming the County as additional insured party thereunder; and a provision that at least thirty (30) days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage is reduced.

20.8. If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement



of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

20.9. The County reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.

20.10. If the Company fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.

20.11. The Company shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

20.12. It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.

21. No Waiver of Breach. No failure by either the County or the Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

22. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

23. No Liens. South Carolina law provides that no lien may be attached to public property.

24. Notice to the Company and the County. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:  
Bamberg County  
Post Office Box 149  
Bamberg, South Carolina 29003

If to the Company, addressed to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: County Administrator

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With a Copy to:

Bamberg County Solid Waste Department

Attn: Director of Operations

Post Office Box 149

Bamberg, South Carolina 29003

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

25. Compliance with State and Federal Employment Verification. During the term of this Agreement, the Company including any subcontractors shall comply with and be solely responsible for all federal and state laws and regulations relating to the employment verification of its workforce and that all employees performing services on behalf of the Company pursuant to this Agreement have been verified using a federal work authorization program and are legally authorized to work. The Company shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Company's failure to strictly comply with such laws. Company shall immediately provide notice of any I-9 audit or inspection by US Immigration and Customs Enforcement or notice of investigation or prosecution by South Carolina Department of Employment and Workforce or a successor agency.

26. Undue Influence. The Company agrees not to hire any County personnel who may exercise or have exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from County service.

27. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse the Company from the prompt payment of any fee or other charge required of the Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

28. Compensation General Terms and Conditions.

28.1. The Company's equipment, vehicles, travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

28.2. The County will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

29. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining

portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

30. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

31. Audit Access to Records.

31.1. The Company shall maintain books, records, documents and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The County or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to the Work for the purpose of examination, audit, excerpts and transcriptions.

31.2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the County makes final payment.

32. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Bamberg County, South Carolina. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of South Carolina, without regard to conflict of law principles.

**IN WITNESS WHEREOF**, the parties have executed these General Conditions as of the date first written above.

**BAMBERG COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: County Administrator

**COMPANY**

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_