

Solid Waste Request for Proposal



MARCH 2024

City of Barnwell

Special Conditions

Read all parts of the solicitation package thoroughly. Return all paperwork requested; sign all documents; submit your complete package on or before the date and time requested.

1. Offerors must provide full, accurate, clear, and complete information as required by this solicitation, its attachments, and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in City of Barnwell solicitations, purchasing and award of contracts for a period as prescribed by the City Administrator. The City does not waive its rights to seek further action.
2. Offers submitted in response to this solicitation shall be in English. Offers received in a letter in a language other than English shall be rejected.
3. Offers submitted in response to this solicitation shall be in the terms of U.S. Dollars. Offers received in currency other than U.S. Dollars shall be rejected.
4. Proposals shall be made in the name of the official company or individual under which business is conducted (showing official business address) and be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, corporation, or company submitting proposals. In addition, the Federal Employee Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.
5. Proposal information and the complete bid package may be accessed on our website at cityofbarnwell.com.
6. Proposals shall be accepted in-person, Monday thru Friday during regular business hours (9 am to 4:30 pm) excluding any federal or city holidays or by mail to the address on Page 5.
7. Mistakes may be crossed out and corrections inserted adjacent thereto and shall be initialed with ink by the person signing the proposal.
8. The City shall not accept responsibility for unidentified proposals.
9. The City shall not be liable for any costs associated with the preparation and response to this solicitation; therefore, all costs shall be borne by the Offeror.
10. The proposal must be clearly marked "Confidential" for each part of the proposal that is proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum Supp.) (Freedom of Information Act). If any part is designated "Confidential", there must be an explanation attached to that part of how the information fits within one or more of the categories listed in Section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure.
11. Every effort has been made to ensure that all information needed is included within this document. Should the Offeror determine they cannot complete their response without additional information, they may submit a written request to the Office of the City Administrator at least ten (10) days prior to the proposal receipt date. No further questions will be accepted after that date.
12. When applicable, South Carolina Sales Tax shall be shown as a separate entry on Offeror's total summation. When required, exemption certificates shall be furnished on forms provided by the Offeror.
13. Offeror(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered on a separate sheet marked "Additional Information".

14. The City reserves the right to accept or reject any or all proposals received in response to this solicitation and to waive informalities and irregularities. The City also reserves the right to terminate this solicitation and reissue a subsequent solicitation and/or remedy technical errors in the solicitation process.
15. By responding to this solicitation, it is understood that each offeror shall comply with all applicable federal, state, and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies.
16. Lowest responsible bidder. Contracts shall be awarded to the lowest responsible bidder. In determining lowest responsible bidder, in addition to price, the purchasing agent shall consider:
 1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 4. The quality of performance of previous contracts or services;
 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 9. The number and scope of conditions attached to the bid.
17. Award to others than lowest bidder. When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the purchasing agent and filed with the papers relating to the transaction and held for a period of no less than 12 months.
18. Offeror shall be responsible for any damages resulting from its activities. Prior to commencing work hereunder, Offeror shall obtain and maintain, throughout the duration of this Contract, all such insurance as required by the laws of the State of South Carolina, and minimally listed insurance. A breach of the insurance requirements shall be material. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and the City of Barnwell, and must have a Best Rating of A-, VII or higher. This agreement sets forth minimum insurance and is not construed in any way as a limitation of liability on Offeror.
 - a. Workers Compensation and Employers Liability Insurance: The Offeror shall maintain Worker's Compensation and Employer's Liability insurance in accordance with South Carolina Law. "Other States" coverage is not sufficient. South Carolina coverage must be specified. Employer's Liability limits shall not be less than \$1,000,000 per accident/per disease.
 - b. Commercial General Liability Insurance: The Offeror shall maintain a commercial general liability insurance policy on an occurrence basis for bodily injury, property damage and personal injury with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - c. Auto Liability Insurance: The Offeror shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned and hired vehicles.
 - d. Insurance Requirements for Subcontractors and Sub-subcontractors: The Offeror shall require any subcontractor or sub-subcontractor not insured by the Offeror to meet South Carolina's requirements for vehicle liability and to have workers compensation coverage, even if the party has less than four employees. A general liability policy shall be required.
 - e. Cancellation, Non-renewal, Reduction in Coverage and Material Change: The Offeror shall provide the City thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change, except that insurers may provide ten (10) calendar days'

notice in writing for nonpayment of premium.

- f. Certificates of Insurance: The Offeror shall furnish the City with certified copies of certificates of insurance within ten (10) calendar days of the date of the notice to proceed.

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One original sealed submittal clearly marked “COB 2024-01/ Solid Waste Contract” shall be submitted in an enclosed and secured envelope/container. The container shall be addressed to:

City of Barnwell
Attn: Administration Department
P O Box 776 / 130 Main St.
Barnwell, SC 29812

Additionally, participants must submit one exact electronic copy of the original submittal on a new USB Flash Drive. The electronic copy shall be labeled “COB 2024-01/ Solid Waste Contract”.

Bids are due to the City of Barnwell by 2 PM on April 12, 2024.

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General Information

The City of Barnwell currently provides Solid Waste pickup services on a weekly basis to residential and commercial customers within the City of Barnwell corporate limits. There are currently 2050 customers that receive weekly service. The new contract will be for once weekly residential and commercial roll cart curbside pickup. The City will not provide commercial service via dumpsters to businesses within the City.

The Public Works Director or their delegate is responsible for delivering roll carts to new accounts and collecting roll carts from accounts that have closed or that have been suspended for non-payment.

Administration

The City of Barnwell will continue to bill customers directly. Prospective contractors are strongly encouraged to perform their own customer count. City Staff will assist prospective contractors with customer counts. The contractor is responsible for providing all labor, equipment, supervision and supplies for the execution of this proposal and contract.

Basis of Proposal

Roll Carts: The City currently owns and supplies the city-owned solid waste containers. The City purchases new carts each year to continue supporting the solid waste disposal.

Collection Days & Hours: The contractor should acquaint itself with the special needs and accommodations that will be required for collection in the City of Barnwell. The offeror should have clear expectations and days set for the removal of solid waste within the city. The sections of the city that are serviced should be done in one single day and should not start any earlier than 12:01 am of the day scheduled. There are also residents with special needs within the city and the contractor should be mindful of the needs of these residents. These residents cannot roll their cart out to the curb, so the

contractor will be expected to pick up the cart, empty it and place it back where the resident has it located.

The following holidays **may** be observed by the successful bidder.

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

The Offeror may decide to observe any or all of the above-mentioned holidays by suspension of the collection on the holiday. The City herein agrees that the successful Offeror may not be able to provide services on days when the approved landfill facilities are closed. The contractor shall be responsible for publishing (and the expense of publishing) any changes in collection schedules due to the observance of the above holiday or closure of the landfill or transfer station. Proper publicizing includes the purchasing of advertising from the newspaper of general circulation and/or other media serving the affected area. If the Offeror seeks to change the schedule mentioned previously, it will notify the City in writing prior to the enactment of changes. Said notification shall be made at least thirty (30) days prior to the change.

Missed Collections: The City and Offeror will jointly investigate reports of missed collections. In the case of a customer which has regular reports of missed collections, the Offeror may establish a record of late setouts by having their driver call to report the absence of a container out when the truck passes by that location. The final determination of a late set-out/missed collection will be made by the City. If a missed collection is verified, the City will notify the Offeror of the address where the missed collection occurred. The Offeror will have twenty-four (24) hours to pick up a missed collection if within the time period of the same week. Otherwise the Offeror must pick up by the following Monday. If the Offeror fails to correct a missed collection within the prescribed time of notification by the City, the City has the right to fine the Offeror \$200 per occurrence.

If the City annexes additional properties or new residential developments are completed, the Offeror shall service those properties too. The City shall offer an exclusive franchise for residential or commercial service to the successful offeror.

Current Arrangements

The City of Barnwell is currently under contract with S&S Disposal of Erhardt, SC for its Solid Waste pickup needs. The current five-year contract was executed September 1, 2019, and expires on September 1, 2024.

Truck, Equipment and Service Standards: The Offeror will provide photographs and other information about the make, model and type of truck and equipment that it proposes to use as well as any communications devices, GPS systems and other equipment. The trucks utilized on the route should make every effort to contain all solid and liquid waste within the trucks until they properly deliver and dump their load at the proper waste site. In the event waste blows from or falls from the trucks, or leaks from the trucks, the Offeror shall promptly undertake clean-up of said waste. The Offeror shall be responsible for all damage to personal property, landscaping, driveways, or curbs. The Offeror shall adhere to all safety regulations.

Roll Cart Service for City of Barnwell: The Offeror agrees to provide trash service to the City Hall, Police Department, Fire Department, Water, WWTP and Street Department and all City Parks at no cost to the City. The City will pay for larger container service at certain locations within the city (Lemon Park and Street Dept.)

Roll Carts: The successful offeror will be responsible for damage done to roll carts caused by negligent trash truck operators or operation of the trash truck.

Qualifications and Proposal: The successful offeror will be awarded a four-year contract with additional two-year options at the discretion of the City of Barnwell. The City requires submission of the following supporting data regarding the qualifications of the Offeror to determine whether it is qualified, responsible and responsive.

- a) Describe your customer service program in detail.
- b) Describe your approach to transitioning this contract.
- c) Describe the implementation plan and schedule for this contract.
- d) Describe your experience and qualifications in the garbage collection services in the States of South Carolina or Georgia.
- e) Provide the names of the principal officers, partners and a listing of the management team or key personnel that would be assigned to this project.
- f) Provide the names, phone numbers and email addresses of at least two local government references.

Collection for Residential/Commercial Costs:

- A. Monthly rate for one time per week solid waste service (96 Gallon Container) \$_____ per unit. (OR)
- B. Monthly rate for one time per week yard debris service. \$_____ per unit. (OR)
- C. Monthly rate for one time per week solid waste service AND one time per week yard debris service. \$_____ per unit.

Offerors may choose any of the above services to bid. Yard Debris service: requirements for this service will be requested to be added to the "additional information" section at the end of this proposal. White Goods can be provided as an additional service and should be included within the costs as well as instructions be added to the "additional information" section.

General Terms: The contract will include, but not limited to, general terms as follows, and other performance standards identified here within.

Compensation: The contractor shall bill the City monthly, based on an average customer count mutually agreed upon between the City and the contractor. Within thirty (30) days of formal approval of the contract, the Contractor will coordinate and establish with the City a mutually acceptable billing format. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City of Barnwell's contract.

Consumer Price Index (CPI) Adjustment: The compensation payable to the Contractor by the City, subsequent to the first year of the Contract and annually thereafter, shall be increased or decreased to reflect the changes in the cost of doing business as measured by the United States Bureau of Labor Statistics. The proposing contractor shall state clearly, within their proposal to the City, the specific CPI basis that is to be utilized for any compensation adjustments required of the City of the services provided during the term of the Contract and all renewals or extensions. Increases shall not exceed 4 four percent (4.00%) per year.

Fuel Surcharge Adjustment (FSC): If the City is to be required to compensate the Contractor for a fuel surcharge during the term(s) of the Contract, Contractor is required to be specific as to the exact basis for any such increase, including local, state or federal agencies whose documentation will be used to confirm the accuracy of the fuel adjustment required and manner in which the FSC will be invoiced. Fuel surcharge shall not exceed five (5.00%) of the total monthly charges, and billed as a separate line item in the contractors invoice.

Maintenance of Records and Reporting: The City and the offeror will maintain records of reports. Reports will be maintained and discussed when needed:

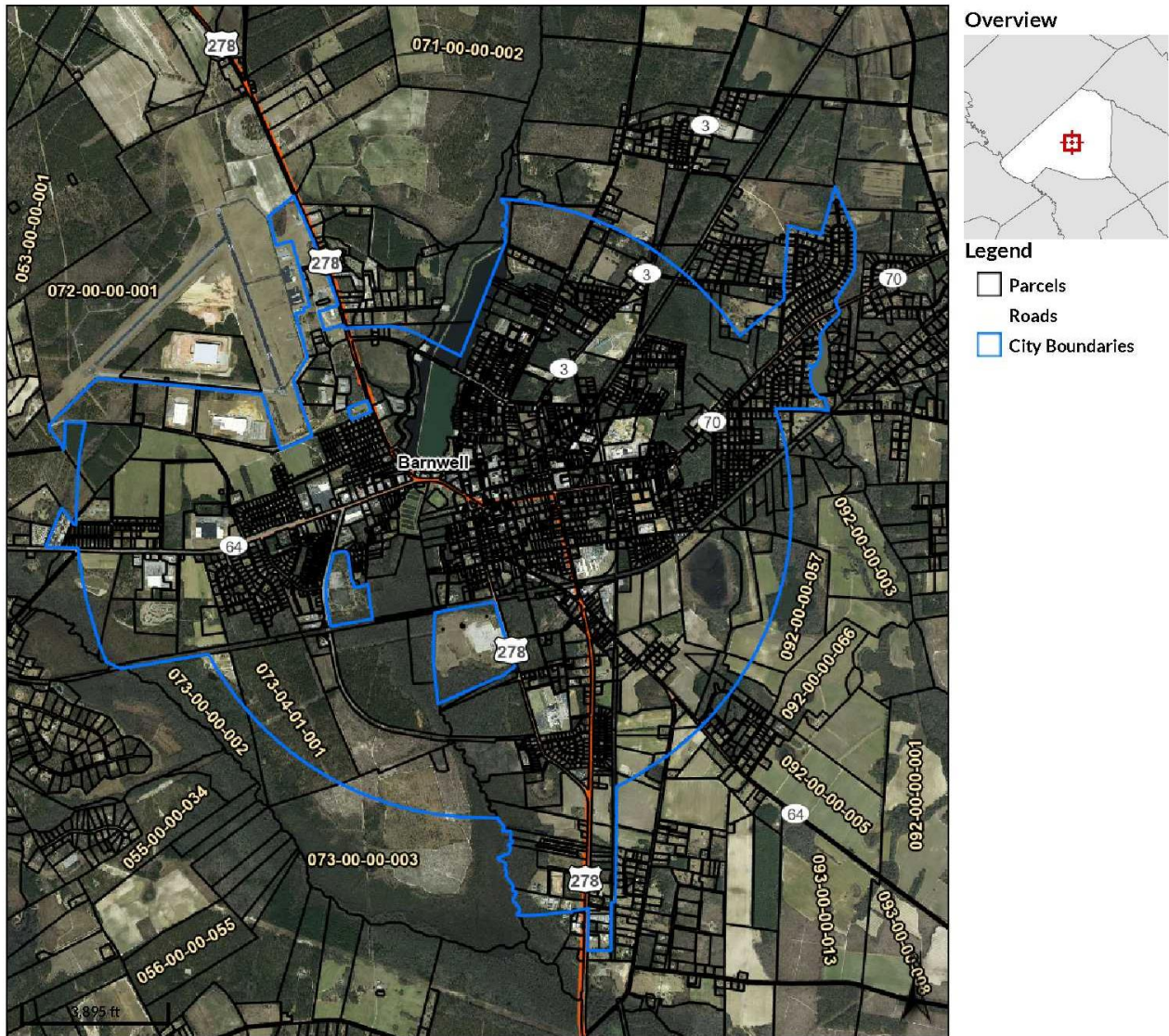
- A log of complaints and resolutions for garbage collection services by the City
- A log of missed collections and responses by the City and offeror
- A description of any vehicle accidents or infractions by the offeror
- Any accounts having a change of service during the month by the city

Delays in Service: If the City of Barnwell determines that the contractor is behind schedule, the City of Barnwell reserves the right to utilize City employees and equipment to restore service to a timely schedule or the City may obtain services of another private contractor. In this event, the Contractor will reimburse Barnwell for its employee costs, its fuel costs, and a reasonable reimbursement based on a per mile basis or per hour for equipment and vehicles used. Should the City employ the services of another contractor, the Contractor shall pay the cost of those services incurred by the City of Barnwell. Additionally, because all costs likely to be incurred by the City of Barnwell cannot be accounted for; the Contractor shall pay as liquidated damages of \$500.00 per day for any day the contractor is behind schedule. This does not include any delays that are unavoidable because of “Acts of God”, civil unrest, earthquake, fire, flood, or other natural forces, war, or any strike or labor disturbance.

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Service Territory

The City of Barnwell encompasses a geographical area of 7.99 mi² in which we provide service. The City only provides service to City Residents and Businesses. The following is a map of the city and the boundaries.



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Street Directory

ACADEMY STREET
AIRPORT ROAD
ALLEN STREET
ALLISON DRIVE
AMEROTRON ROAD
AMMIE AVENUE
ANSLEY ROAD
APPLE STREET
AZALEA STREET
BARWICK ROAD
BAY STREET
BEGONIA STREET
BERRY STREET
BETHEL STREET
BEVERLY LANE
BIGNON STREET
BLACK ROAD
BLANTON DRIVE
BOMBA STREET
BOMWAY STREET
BRANNON STREET
BRIERCLIFF DRIVE
BROWN STREET
BRYAN STREET
BURR STREET
BUSH STREET
BYRD STREET
C.W. LANE
CALHOUN STREET
CAMELIA STREET
CANNA STREET
CAREL DRIVE
CARO-KEE LANE
CAROLINA AVENUE
CEDAR PLACE
CEMETARY ROAD
CENTER STREET
CHARLES STREET
CHERRY STREET
CHURCH STREET
CLAY STREET
CLINTON ST, N. OF OLD RR BED
CLINTON ST, S. OF OLD RR BED 1-100

EDWARDS AVENUE
ELBERTA CIRCLE
ELLENTON STREET
ELM STREET
ESSEX PLACE
FIFTH STREET
FINLEY DRIVE
FIRST STREET
FLORENCE STREET
FOREST DRIVE
FOURTH STREET
FRANKLIN STREET
FULDNER ROAD
FULLER STREET
FURMAN STREET
GADSON STREET
GALILEE ROAD
GEORGIA AVENUE
GILMORE STREET
GORDON STREET
GRANT STREET
GREEN STREET
HAGOOD AVE E. OF MARLBORO
HAGOOD AVE, W. OF MARLBORO
HARRIS ROAD
HERCULES STREET
HICKORY ST
HIOTT ST
HOOK ST
HOSPITAL DR
HUGH ST
HUNTINGTON DR
INGLE ST
IRVING ST
JACKSON ST, N. OF DUNBARTON
JACKSON ST, S.OF DUNBARTON
JACKSON STREET 1-500
JAMES STREET
JAY STREET
JEFFERSON STREET
JESSAMINE LANE
JOEY ZORN BLVD
JONES STREET

NEW STREET
NIGHTINGALE AVENUE
NINTH STREET
OAK LANE
OLD ALLEN STREET
OLD ALLENDALE ROAD
OLDE CASTLE ROAD
ORIOLE DRIVE
OWENS GATE
OWENS STREET
PAIGE STREET
PALMETTO STREET
PARK STREET
PATTERSON STREET
PEACHTREE GARDENS
PECHMAN STREET
PERRY STREET
PHILLIPS ST
PIKE ST
PINE STREET
PINEHAVEN
RAMBLEWOOD
REYNOLDS ROAD
RICE STREET
RICHARDSON STREET
RILEY STREET
ROBIN ROAD
ROSE STREET
ROSEWOOD DRIVE
RYAN STREET
SADDLEBROOK LANE
SAM STREET
SEAY STREET
SECOND STREET
SHADOWOOD ROAD
SHADY LANE
SHANNON STREET
SHERWOOD DRIVE
SIMMS STREET
SYCAMORE STREET
THIRD STREET
THOMAS STREET
TURNER STREET

COLONIAL DRIVE
COLONY WEST APARTMENTS
CONNER ROAD
CORLEY AVENUE
CORLEY HEIGHTS RICHARDSON RD
DALE STREET

DEASON CIR

DEERWOOD ROAD

DERRY LANE

DIAMOND ROAD

DICKS CIRCLE

DUNBAR STREET

DUNBARTON BOULEVARD

LAKE DRIVE
LAKEWOOD PARKWAY
LAUREL STREET
LEBBY STREET
LEE STEET
LEMON DRIVE

LEMON ROAD

LITCHFIELD STREET

MADISON STREET

MAGNOLIA STREET

MAIN STREET (All)

MALLARD DRIVE

MANVILLE AVENUE

MARLBORO AVE, E SIDE/S. OF MAIN 7675-8593

MARLBORO AVE, N. OF MAIN

MARLBORO AVE, W. SIDE, S. OF MAIN

MCDONALD DRIVE

MCDONOUGH

MEADOWLANE

MELON STREET

MURPHY LANE

MYRICK STREET

VAUGHN STREET
VIRGINIA AVENUE
WALL STREET
WALNUT AVENUE
WANNAMAHER DRIVE
WARREN STREET
WASHINGTON ST, E. OF
MARLBORO
WASHINGTON ST, W. OF
MARLBORO
WELLINGTON RD, EAST OF
JACKSON
WELLINGTON RD, WEST OF
JACKSON
WESTFIELD STREET
WILLOW STREET
WOODMONT APARTMENTS

WREN STREET

WRIGHT STREET