REQUEST FOR PROPOSAL
RFP#COL22-08-01

Released on September 1, 2022

CONTRACT SERVICES FOR:
THE CITY OF LAURENS, SC
COLLECTION OF RESIDENTIAL SOLID WASTE AND DISPOSAL
The City of Laurens, SC is seeking a qualified Firm to provide residential solid waste collection and disposal services after the expiration of the City’s existing collection contract on February 28, 2023. The City plans to execute a three (3) year service agreement by November 1, 2022. The PROPOSAL marked “Services for the City of Laurens Residential Solid Waste Collection and Disposal” RFP#COL22-08-01 will be received in a sealed envelope not later than 2:00 PM, September 30, 2022, at:

The City of Laurens  
Attn: Robert Delgado, City Administrator  
City Hall  
126 East Public Square  
Laurens, SC 29360

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms, local, faith-based, minority-owned, and female-owned are encouraged to submit a proposal.

The City of Laurens reserves the right to reject any or all of the proposals and/or waive informalities for any or all proposals. Any proposal submitted MUST be signed by an individual authorized to bind the offeror.
Goal and Objectives

The City is soliciting a proposal (RFP) from all interested vendors experienced in the collection of residential solid waste and disposal. The intent is to establish a term franchise contract with a vendor to provide households of the City of Laurens with curbside collection of household garbage normally generated by households and curbside collection of recyclable material normally generated by households on a subscription basis.

Procurement Process

This RFP is not a bid. In the event the City elects to negotiate a contract with the successful responsive proposer, any contract shall contain, at a minimum, the terms, and conditions (or substantially the same terms and conditions) as hereinafter stated below. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure, or amend this procurement process at any time. The final selection and contract negotiation rest solely with the City.

Questions

Questions are allowed and encouraged to clarify the content of this RFP or to offer any proposed changes. The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Laurens. Requests for additional information and questions must be submitted in writing via letter or email to:

Robert Delgado, City Administrator
City of Laurens
126 East Public Square
Laurens, SC 29360

The deadline for additional information and questions is Friday, September 16 at 2:00 PM.
Scope of Services

To provide a scheduled once-per-week collection of household garbage and every other week collection of recyclable items within the City of Laurens including supervision, materials, equipment, labor, billing, and all other items necessary to provide the collection and disposal service. The successful Contractor(s) will be provided an itemized listing of current subscribers within the city limits after being selected. As of August 2022, there were 1,488 active customers.

The City will also consider the addition of a weekly collection of yard waste normally generated by households on a subscription basis.

1. EXCLUSIVE RIGHT:

   A. The City will grant the Contractor based on the selection of exclusive rights and obligations to enter into a Contract for Services with participating citizens for the provision of residential solid waste and recycling collection services within the City of Laurens. Except that the contractor shall be bound to the provisions of this agreement, the contractor shall remain an independent contractor while providing these collection services.

   B. The Contractor shall collect solid waste from residential households (owner or renter-occupied) or nonprofits that possess a City of Laurens residential certification of occupancy. The Contractor shall collect solid waste from each business, or commercial activity that possesses both a City of Laurens commercial certificate of occupancy and a current business license. On the first of each month, the Contractor shall provide the City Administrator in Microsoft Excel format, a list of all active accounts in order to ensure compliance.

   C. Contractors shall NOT be permitted to enter into agreements with Subcontractors. Any change planned by the Contractor affecting the Customer(s) collection days of the week requires 90 days’ written notice to the City Administrator. Written notice shall include a detailed plan of route modification, a plan for notification of the customers, and a date for implementation. At no time shall the Contractor collect waste from adjoining counties and mix it with Laurens County waste.

2. SERVICES TO BE PROVIDED:
A. The Contractor shall provide efficient, safe, and dependable curbside solid waste collection and recycling service to all subscribers within the City of Laurens.

B. The Contractor shall furnish all labor, materials, equipment and supervision to collect, transport, and properly dispose of the material collected in accordance with this document. Contractor shall furnish for each customer’s use one (1) minimum 95-gallon container (roll-cart type) for recycling per household. Additional roll-carts requested by a subscriber shall be provided and billed to the subscriber at an additional monthly fee as provided in this agreement. The roll carts for both household garbage and recyclables, that are furnished to the Customer shall prominently display the name and telephone number(s) of the contractor (sticker) on one side, and on the adjacent side, an infographic (sticker) approved by the City that contains the Municipal trash removal regulations/instructions for grass clippings, limbs, household garbage, white goods, construction materials, and appliances and electronics. Roll carts will remain the property of the Contractor. A list of the acceptable materials to be recycled shall be displayed on a sticker (weather resistant) on the lid of the recyclables roll cart for easy identification. The customer shall be responsible for costs related to replacing the roll carts if lost or stolen or to repair or replace the roll carts if damaged due to any reason other than normal wear or Contractor abuse.

C. Residential solid waste shall be collected from curbside, a point not more than five (5) feet from the edge of the nearest public or private road to the resident receiving the service. Carts shall not interfere with the movement of vehicles or pedestrians. Contractor may refuse to collect from any cart not so placed. Said collections shall not begin before 7:00 a.m. and shall be completed by 7:00 p.m. on collection days with no service on Sundays, except in time of an emergency as determined by the City Administrator.

D. The collections of household garbage and yard waste (if applicable) shall be no less than once a week and collection will be scheduled for Monday through Friday (except as specified in this agreement). Household garbage shall not be mixed with yard waste, and each must be picked up separately. Contractors shall, at the request of the customer, provide backyard collection of household garbage and recyclables for medically verified disabled customers at no additional charge.

E. Contractor is responsible for picking up any debris and litter spilled during handling and emptying of container(s) or use of automated collection vehicles. All collection vehicles shall be equipped with a spill kit, broom rake, pitchfork, and shovel.

F. Contractor shall collect yard waste (if it is so determined to be included in the agreement) that has been placed in bags or containers and branches neatly stacked...
or when practical, bundled. Bags and containers shall not exceed 60-gallon capacity or weigh more than 45 pounds. Leaves, weeds, grass clippings, shrub clippings, straw, and other such matter shall be bagged or containerized. Only household garbage shall be placed in the Contractor provided roll cart. The Contractor shall be required to remove up the equivalent of two (2) collection truck hoppers of yard waste during any single week of service. It is estimated that two (2) collection truck hoppers of yard waste shall equal the approximate amount of yard waste to occupy an area of four feet cubed (4’ long X 4’ wide X 4’ tall). Piles of limbs and branches longer than four (4) feet in length will not be collected and limbs must be bundled or neatly stacked to allow the Contractor to efficiently remove the debris. Garbage and trash generated on residential property shall be removed so long as provisions set forth in this contract are met and provided none of the prohibited items identified in paragraph “G” below are included.

G. The Contractor shall not be required to collect the following types of wastes under the terms of this contract:
   a. Industrial and commercial waste;
   b. Hazardous materials
   c. Construction materials, except incidental materials generated in the normal upkeep of a household by the occupant;
   d. Dirt, rocks, bricks, concrete blocks, etc;
   e. Refuse from commercial tree cutters;
   f. Debris from trees, cut by anyone, which exceed four (4) inches in diameter or four (4) feet in length except for Christmas trees;
   g. Dead animals or large amounts of animal waste;
   h. Tires, batteries, vehicle parts, used oil, oil filters, paint, and any other product considered to be petroleum, oil, or lubricant related.
   i. Electronic waste including customers, TV’s, monitor

H. The Contractor shall return collection roll carts to the area from which they are were collected. Contractor-provided roll carts shall be left upright with the attached lid in the open position. Customer-owned containers shall be set upright, and lids shall be placed on or in the cans after emptying. Roll carts, cans, and lids should not be thrown and shall not be left in a roadway, blocking access to a mailbox or blocking access to a driveway.

I. The Contractor shall provide, in writing, a collection and rate schedule to each customer and the City. The schedule shall be adhered to throughout the year, except on the following major holidays:
New Year’s Day, Independence Day, Thanksgiving Day, Christmas Day

J. Along with the schedule, the Contractor shall distribute prior to initiating service under this agreement the following to each customer (based on existing customer lists) and to each customer initiating service during the period of this agreement:
   1. A Residential Service Agree – This agreement shall request specific information to be provided by the customer and shall serve as a Request for Service to be provided by the contractor to the residence.
   2. A Customer and Contractor Rights and Responsibilities notification outlining solid waste, (yard waste if applicable) and recycling collection requirements and guidelines as specified in the Agreement.

K. For the purposes of this agreement, the City recognizes only the four (4) major holidays listed in item I. Collections normally scheduled to occur on any of these major holidays shall be made on the next day after that holiday. Scheduled collection for each subsequent day during the holiday week shall be delayed one day to accommodate the holiday. For example, collections usually scheduled to occur on Thanksgiving Day (Thursday) shall be made on the Friday after Thanksgiving. Collections normally scheduled for the Friday after Thanksgiving will be made on Saturday after Thanksgiving. Variations of this collections schedule for the holidays listed shall not occur.

L. Unless otherwise stated in this agreement, in the event of a missed residential collection that is determined to be a valid customer complaint, collection of all solid waste from the residence shall be completed by the end of the next business day after the complaint is made to the Contractor. If a valid complaint for a missed collection has been provided to the Contractor and he fails to make the pickup by the end of the next business day, the customer shall be credited the total of the month’s base service rate to their next billing invoice.

M. It shall be the Contractor’s responsibility to successfully complete collection within the time period indicated in the schedule submitted. If all collection is not accomplished within the scheduled period due to weather conditions, equipment breakdown, or other factors, the Contractor shall notify the City stating the reasons for non-collection. Such notification shall be made within one (1) hour of determining that a delay is likely and should include a plan to correct the problem and a projected revised schedule for completing the collection.

N. If at any time during the life of the contract, performance does not adhere to these specifications, the contractor shall increase the workforce, tools, and/or equipment and take any other measures that are required to bring the service into
conformance with these specifications. Failure of the City to direct such improvement of performance shall not relieve the Contractor of their obligations to perform the work in a manner and within the time(s) specified.

O. Contractors shall distribute bills for payment to all customers not later than the 15th calendar day of the last month prior to the start of a new quarter (September, December, March, June) and payments from customers to the contractor shall be due before the 16th calendar day of the first month of each quarter (October, January, April, July). Customers in delinquent payment status shall be given a written warning by the Contractor providing the customer ten (10) days to bring the account status current. If, after ten (10) days the account remains past due, the roll carts will be picked up and service to that customer will be terminated. In the event of terminated service, the Contractor may retrieve the roll carts as long as breach of the peace is not violated, (i.e. the Contractor cannot enter locked property or cannot enter the property if the owner instructs them to leave). The Contractor shall maintain the right to utilize the County Magistrate’s Court system and charge the customer the appropriate court fee(s) as necessary in order to retrieve the roll carts or monetary compensation for the roll carts.

P. Should service be canceled by the customer for any reason, a fee of thirty-five ($35.00) dollars may be charged by the Contractor to reinstate service. Reinstatement occurs when service recommences for any account that was canceled by the customer during the previous twelve (12) months, except when no current occupant (owner, lessee, or renter) of the account address resided at that address when the service was canceled. Service resumed after the thirteenth month begins shall be considered new service and shall not be subject to a reinstatement fee. However, nothing in this section shall require the Contractor to initiate or reinstate service for any resident with a delinquent past due account from that or other addresses.

Q. In the event that major storms, other weather conditions, or other Acts of Nature create an increase in the amount of waste produced by the residents of the city, the Contractor shall make every reasonable effort to collect this waste in accordance with this agreement. However, even in extreme conditions, Agreement Specifications related to size and amounts of waste, especially yard waste (if applicable to the agreement), shall apply.

R. SAFTEY MEASURES: The Contractor shall take all necessary precautions for the safety of employees on the work site and shall maintain at all times, all necessary safeguards for the protection of the workers and general public. All waste collection
personnel will be required to wear safety vests and/or reflective clothing at all times while carrying out the services specified in this agreement.

S. The Contractor shall provide an adequate number of efficient vehicles for regular collection services. All collection vehicles shall be compaction types, completely enclosed and watertight. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number of the contractor.

T. The Contractor shall provide a toll-free telephone number for customers outside of the local calling area to contact the contractor and maintain a telephone or answering service (no voice mail or answering machines) that is operational during normal working hours, Mondays through Fridays, 8:00 a.m. to 5:00 p.m. and at other times as necessary to ensure acceptable customer service. In addition, the Contractor shall maintain a recording device operational after normal working hours for twenty-four (24) hour telephone coverage.

U. All solid waste collected by the Contractor for the City of Laurens, with the exception of recyclables, shall be disposed of an/or delivered to such places and used for such purposes as may be ordered by the County. It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste anywhere in Laurens County except at approved sanitary landfills or other locations designated by the County.

3. RECYCLING COMPONENT:

A. Contractor shall provide recyclables collection service on an every other week schedule. Recyclable materials are not required to be separated by type of material. Broken glass is not acceptable. Recycling shall not be placed in paper or plastic bags. Further, recyclables cannot be co-mingled with household garbage or yard waste. All recyclable material collected will become the property of the Contractor and shall be delivered for recycling to an acceptable Recycle Commodity Processing Facility. Any costs related to the collection and disposal of recycled commodities incurred by the Contractor will be the responsibility of the Contractor.

B. Contractors shall provide one 95-gallon roll cart to each collection service subscriber. Additional containers requested by a subscriber shall be provided and billed to the customer at an additional monthly fee as provided in this agreement.

C. The following is a minimum list of recyclable items. The Director of Streets and Sanitation may modify the list, with concurrence of the Contractor.
1) Plasctics - #1 through #7 – including bottles, jugs, jars, tubs, yogurt containers, trays.
2) Aspetic packaging – including milk, juice, soup & other food & beverage cartoons.
3) Newspapers including inserts
4) Magazines
5) Chip board such as cereal boxes, soda containers, etc.
6) Cardboard
7) Office paper, file folders and junk mail
8) Phone books
9) Aluminum
10) Bi-metal cans (can lids, loose metal jar lids & steel bottle caps
11) Glass Containers

D. The volumes (tons) of materials recycled by the Contractor shall be reported to the Director of Streets and Sanitation no later than ten (10) days after the end of each month.

4. Payments:

A. Contractor shall pay the City an initial quarterly installment of the franchise license fee based on $1.25 per customer per quarter. Such franchise license fee shall be due and payable quarterly during the full term of the franchise. Franchise Licensee Fee payments and accompanying paper and electronic format customer lists shall be submitted to the Accounting Technician. Quarterly payment is charged based on the customer list on the last day of a quarter and is due and payable by the 30th calendar day of the next quarter. Franchise License Fees not received by the 30th calendar day of the quarter shall be assessed a late penalty as follows:

   (a) One percent (1%) of total due each day late for Day(s) 31 through day 45;

   (b) All fees assessed for days 31 through 45 plus two percent (2%) of total due for each day late between Day 46 through day 60.

   (c) In the event the contractor becomes greater than 60 days late in making License Fee Payment and/or Late Fee Payment, the Accounting Technician shall notify the City Administrator of the past due status. When appropriate, the City Administrator may negotiate an acceptable payment plan to satisfy the amount owed to the City, with interest, by the Contractor.
5. COMPLIANCE WITH LAWS:
   A. The Contractor shall conduct operations under this agreement in compliance with all applicable laws; provided, however, that the General Specification shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. In the event that the collection of any Refuse or the disposal of Refuse at the sanitary landfill shall become restricted or prohibited by an applicable law, rule or regulation, such item of Refuse shall be eliminated from the Contract.

6. NON-DISCRIMINATION
   A. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7. INDEMNITY
   A. The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney’s fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of a contract.

8. LICENSES, PERMITS AND TAXES
   A. The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract). A City of Laurens Business License will be required.

9. TERM
   A. The Contract shall be for an initial term of 3 years, beginning on March 1, 2023 and ending on February 28, 2026.

10. INSURANCE
    A. Insurance in the following minimum amounts will be required:

    | Schedule                  | Limit               |
    |----------------------------|---------------------|
    | Workers Compensation       | Statutory           |
    | As required by the State of South Carolina | |

    Comprehensive General Liability

edelgado@cityoflaurensssc.com  864-681-2365  www.cityoflaurensssc.com
The Contractor’s comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina. The City of Laurens shall be named as an additional insured under the Contractor’s insurance as stated above and shall receive a copy of the insurance policy.

11. CITY SERVICES
   A. The Contractor will provide the City of Laurens’ City Hall, and its subdepartments service gratis.
Proposed Contents

1. Cover Letter (1 Page only): The letter must be signed by a person who is authorized to commit the respondent to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP. This letter must include contact information.

2. A statement of understanding of the service to be provided and a description of the approach and procedures which will be employed in starting the service by March 1, 2023, and continuing.

3. The Respondent’s Profile: The Respondent should include the following information about their firm:
   a. Name of entity that would sign agreement if the Firm is selected
   b. Any other names under which the Firm does business
   c. Primary contact name and title
   d. Secondary contact name and title
   e. Business Office Address, phone and fax numbers, email address and website address (if available)
   f. Form of ownership
   g. State of organization/incorporation
   h. Federal Tax I.D. number

4. The Respondent’s Competency:
   a. An itemized list of the Firm’s equipment available for this project
   b. A copy of the latest financial statement
   c. Evidence the Firm is in good standing under the laws of the State of South Carolina
   d. Number of years in business

5. The Respondent’s Relevant Experience, Record of Performance: The Respondent should include the following information for three (3) customers whom they currently provide or have previously provided similar services including at least one public reference.
   a. Jurisdiction/Company name and address
b. Contact person name and title

c. Length of Service

d. Description of service (number of customers, services provided, etc.)

6. The Respondent’s current and projected workload.

7. The Respondent should describe resources, expertise, and background they possess relevant to the recycling.

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

9. The Respondent’s monthly fee per resident for providing solid waste collection on a weekly basis and recycling collection on an every other week basis.

10. The Respondent’s monthly fee per resident for providing solid waste collection and yard waste collection on a weekly basis and recycling collection on an every other week basis.

11. The Respondent’s fee for additional roll carts.

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

   **The Responsive Proposer is solely responsible to ensure that the Responsive Proposer has received a complete copy of this RFP. The Responsive Proposer shall not be**
entitled to reimbursement from the City of Laurens for any costs associated with the preparation and submittal of any proposal or for any travel or per diem costs incurred.

Proposal Submittal

The Respondent to this RFP shall submit three (30) hard copies of the proposal. These copies must be clearly marked “Services for the City of Laurens Residential Solid Waste Collection and Disposal” RFP #COL22-08-1. Proposals must be submitted in sealed envelopes and hand delivered or mailed to Mr. Eric Delgado, City Administrator, City Hall, 126 East Public Square, Laurens, SC 29360 no later than 2:00PM on September 30th, 2022. Responsive Proposers shall be responsible for the actual delivery of the proposals during business hours to the above address. The City is not responsible for late RFP’s caused by delays in mail delivery or a delay in any other method of delivery.

Late proposals will be considered untimely and deemed as non-responsive.

A Responsive Proposer may submit no more than one proposal. Please complete the attached Non-Collusion Affidavit.

An official authorized to contractually bind Responsive Proposer must sign the cover letter portion of the proposal.

Proposal must certify that the fees quoted for the services are valid until February 28th, 2026.

Proposal shall be in the form of providing a specific or narrative response to each and every item requested in this RFP.

Responsive Proposers shall submit all documents necessary to support their proposal and include such documents within the proposal. The proposal should be concise and complete.

To be considered qualified, responsible, responsive, and eligible to negotiate and enter into a contract, the Responsive Proposer shall, at a minimum, meet the following qualifications:

1. Ability to begin service on March 1, 2023.

Evaluation Criteria and Responsive Proposer Selection

The City will evaluate proposals based upon proposer’s response to this RFP in a manner that is in the best interests of the City of Laurens. The City reserves the right to request additional information from any or all proposers during the time that proposals are being evaluated. Up
the City’s completion of evaluations, each proposer will be notified as to the determination of
the City with respect to the selection of a proposer and to this RFP.

Rejection of Proposers

Any proposals which do not conform to the requirements of the RFP shall be rejected.
Informalities or irregularities in the RFP may be waived by the City if deemed to be in the City’s
best interests.

Right of Rejection, Clarification, and Additional Information

The City is not obligated to enter into a contract on the basis of a proposal submitted in
response to this RFP. The City reserves the right, in its sole discretion, to reject submissions,
reissue a subsequent RFP, terminate, restructure, or amend this procurement process at any
time. The City is under no obligation to make an award to Responsive Proposer showing the
largest cost benefit to the City. This RFP is not a bid. Information contained within the
submitted proposals shall be used in evaluating the proposals. The City may contact a
Responsive Proposer after proposal opening to seek clarification of a proposal, or portion
thereof. The City reserves the right to request additional information from a Responsive
Proposer if the City deems such information necessary to further evaluate the Responsive
Proposer’s qualifications. In the event the City elects to negotiate a contract with a selected
Responsive Proposer, the City reserves the right to negotiate such terms and conditions of the
contract, including, but not limited to scope, role, cost and staffing which may be in the best
interest of the City.

Rights to Submitted Material and Confidentiality

All inquiries or correspondence relating to or in reference to this RFP and all proposals
submitted shall become the property of the City of Laurens, when received, and subject to
public disclosure unless exempt from disclosure by law. Unless required by law, proprietary or
financial information submitted by a Responsive Proposer will not be disclosed if Responsive
Proposer visibly marks each part of the proposal which Responsive Proposer considers to be
confidential or proprietary information with the word “Confidential.” Any information
pertaining to this project will not be revealed until after the City has awarded the project,
unless otherwise required by law.

Responsive Proposer’s Duty to Inspect and Advice and Declare All Costs
Each Responsive Proposer shall become fully acquainted with the City’s requirements and the scope of services to be provided. Responsive Proposer shall have a duty to request any information from the City as it deems necessary to prepare the RFP. Such requests shall be made in writing prior to Friday, September 16, 2022, at 2:00 PM. No additional compensation shall be permitted if based upon information the Responsive Proposer knew or should have known as part of the Responsive Proposer’s duty to become acquainted with the City’s circumstances and requirements.

Public Opening

Proposals will be publicly acknowledged at 2:00 PM on Friday, September 30th, 2022, at 126 East Public Square, Laurens, SC, 29360. Proposals may or may not be publicly opened at that time in the sole discretion of the City Administrator. In any event, no costs will be disclosed at the public opening.

Commencement of Services

The successful respondent shall commence the service the week of March 1, 2023.

The successful proposer shall obtain a City of Laurens Business License.

The successful proposer shall be adequately insured and provide documentation of the following:

1. Workmen’s Compensation insurance coverage during the Project’s scheduled undertaking.
2. General Liability, with the City of Laurens named as an additional insured for at least $1,000,000.00.
3. Automobile Liability insurance coverage as applicable.