

BID ISSUE DATE: JULY 7, 2015

OPENING DATE AND TIME: 2:00 P.M., JULY 23, 2015

INVITATION FOR BIDS (IFB's) FOR VENDORS QUALIFIED TO TRANSPORT AND RECYCLE WASTE PASSENGER AND TRUCK TIRES IN A SIX (6) COUNTY REGION OF SOUTH CAROLINA

You are invited to submit Bids in accordance with the requirements of the above referenced bid. A bid package may be obtained by contacting Lib Scott at 803-652-2225, x222, by email at lscott@trswa.org, or on the website: www.trswa.org.

It is required that your bids be submitted to and received by Three Rivers Solid Waste Authority ("TRSWA") at its offices located at 9900 Atomic Road, Jackson, South Carolina 29831 no later than 2:00 p.m. local time, July 23, 2015. Questions concerning the bid may be directed to Tim Fox, General Manager, 803-652-2225, x 224 or tfow@trswa.org.

This solicitation does not commit TRSWA to award a contract, to pay any costs incurred in the preparation of any bid or to procure or contract for services.

INVITATION FOR BIDS – WASTE TIRE RECYCLING

Three Rivers Solid Waste Authority (Authority) provides solid waste management services for the (nine) counties of Aiken, Allendale, Bamberg, Barnwell, Calhoun, Edgefield, McCormick, Orangeburg, and Saluda, South Carolina.

The Authority is accepting bids from qualified vendors for TRANSPORT AND RECYCLING OF WASTE PASSENGER AND TRUCK TIRES IN A SIX (6) COUNTY REGION OF SOUTH CAROLINA. **The contract will be with the recycler.**

BACKGROUND AND OBJECTIVES

Three Rivers Solid Waste Authority (TRSWA) from time to time solicits bids for recycling services as an administrative function for its member counties.

State law requires the counties to manage waste tires that are disposed within their jurisdictional boundaries. The counties receive money from the state to reimburse them for tire recycling, and they will use this money to pay the selected contractor for hauling and processing/recycling. The counties will collect and store tires on a temporary basis. The counties do not wish to store more than 30 tons of waste tires at any time. These tires are generally stored in each county at a central location in one of two ways: 1) in roll-off containers or 2) on concrete pads. Currently, the contract for waste tire recycling requires that the counties collect and segregate tires by type: 1) truck (over-the-road) tires; 2) passenger tires; and 3) passenger tires on rims. Other tires (e.g. truck tires on rims and off-road tires) are not accepted due to DHEC grant regulations. The counties wish to have a contractor load the truck tires and haul to an approved processor for recycling. The contractor must supply all equipment and labor to load the tires.

County tire locations are shown on a map attached to this IFB. The counties will coordinate all collection activity with the vendor to ensure that the tires are transported and processed in a timely manner.

This solicitation does not require the Authority to accept any bid nor to award a contract. However, it is the intent of the Authority to contract with up to three (3) private companies to provide this service in the region. Contractor will bill the counties directly for this service, but will provide Three Rivers Solid Waste Authority with a quarterly report of each ticket separated by county and tire classification. Based on historical records (2013 & 2014 average), Three Rivers Solid Waste Authority estimates the annual tonnages to be generated as follows:

	TRUCK TIRES	PASSENGER TIRES
Aiken County	150 tons	350 tons
Allendale County	50 tons	50 tons
Bamberg County	90 tons	120 tons
Barnwell County	90 tons	80 tons
Calhoun County	50 tons	40 tons
Orangeburg County	145 tons	200 tons
TOTAL	575 tons	840 tons

A. INSTRUCTIONS TO BIDDERS

1. Complete enclosed Bid Form, adding any additional information on additional sheets as may be appropriate.
2. Complete enclosed Minimum Specification Checklist, checking the appropriate line to indicate whether your bid meets, exceeds, or does not meet minimum requirements. Include all requested certificates, licenses, and permits.
3. Attach with the bid a list of equipment and personnel to be used.
4. Warranties and guarantees supplied with service.

B. GENERAL PROVISIONS

It is the intent of this solicitation to procure a reliable service contractor for waste tire collection, hauling and recycling. The Authority reserves the right to refuse any and all bids submitted if in the opinion of the Authority the bid does not meet the intent of the solicitation or the bid price is unacceptable. Contractor may choose to subcontract loading and hauling, but the contractor/recycler (only) will be the responsible point-of-contact for the Waste Tire Recycling Agreement. The terms “contractor” and “vendor” as used in this solicitation, are interchangeable.

The Authority reserves the right to negotiate modifications to bids it deems acceptable, reject any and all bids, and to waive minor irregularities in the procedures.

C. REJECTION

Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the Authority.

D. AWARD CRITERIA

An award will be made to the lowest responsive bidder which, in the opinion of TRSWA, is best suited to accomplish the work required by TRSWA. A weighted average based on tons provided in the IFB and the priced supplied by the Contractor on the bid sheet for both passenger and truck tires will determine the low bid.

E. TERMS OF BIDS

All terms of bids submitted shall be binding for one hundred and twenty (120) days from opening of bids.

F. STARTUP AND PAYMENT

The vendor must guarantee startup to be no later than August 1, 2015. The Authority has the right to void the Agreement if startup is not accomplished within the specified time frame.

As to final terms, counties are responsible for paying the vendor.

G. VENDOR'S QUALIFICATIONS

Vendor must, upon request of the Authority, furnish satisfactory evidence of its ability to furnish the services in accordance with the terms and conditions of these specifications. The Authority reserves the right to make final determination as to the Vendor's ability to provide the services requested herein. Vendor must provide certification that it will comply with regulations requiring removal and recovery of all materials removed from collection locations. The Vendor shall adhere to and comply with all environmental laws, rules and regulations and is certified by South Carolina DHEC as a Waste Tire Processor. Also, the Vendor shall meet all requirements of the Federal Clean Air Act.

The contractor must be a permitted SCDHEC tire processor in good standing with SCDHEC. The hauler must be a registered tire hauler in good standing with SCDHEC. **Proof of registration and permitting must be submitted with bid.** TRSWA reserves the right to review SCDHEC public records to ascertain compliance with all site and operational regulations and to reject bids where failure to comply is

documented.

H. FOR ADDITIONAL INFORMATION, contact:

Mr. Tim Fox
General Manager
Three Rivers Solid Waste Authority
PO Box 569
9900 Atomic Road
Jackson SC 29831
803-652-2225, x24
tfox@trswa.org

All bids must be sealed and marked **“Waste Tire Bid”** and must be received at the above address by 2:00 p.m., July 23, 2015.

SPECIFICATIONS FOR WASTE TIRE SERVICES

The Counties shall separate and store waste tires in an area agreeable to both the County and Contractor.

1.1 The Contractor shall maintain all permits and licenses necessary in order to perform the work, shall present proof of its permits and licenses to representatives of the Authority or the participating counties, when requested, and shall allow access to its facilities by representatives of the Authority or the participating counties, when requested.

1.2 The Contractor shall remove the waste tires and associated scrap material when the County advises that it has collected approximately fifteen (15) tons of same within 14 days of request.

1.3 The Contractor shall provide all personnel, hauling equipment and other resources for the loading, transporting and processing of the recyclable materials. Subcontractors used for transporting must be permitted.

1.4 The Contractor agrees that the waste tires and associated scrap materials become the property of the Contractor once the waste tires have been hauled away from the county collection point. The County shall assume all responsibility for the waste tires until picked up by the Contractor.

1.5 The Contractor shall assume liability for all applicable local, State and Federal laws including but not limited to transportation and recycling of the waste tires and associated scrap materials.

1.6 Except as hereinafter set forth, the term of this Agreement is for a period of one (1) year from the date hereof, with three options to renew for one year each, said renewal options to be exercised automatically unless notice of termination is given by either party thirty (30) days prior to the end of the term. Prices will be renewed annually at CPI-U Southeast with a minimum adjustment of 1% and a maximum adjustment of 4%.

1.7 The Contractor agrees to indemnify and hold the Authority and the participating counties harmless from any and all actions, causes of action, claims, liabilities, damages and the like including a reasonable attorney fee, that may result from the Contractor's actions in handling the waste tires and associated scrap materials, including but not limited to the failure of Contractor to comply with environmental laws and regulations.

1.8 The Counties agree to exercise best efforts so that dirt, wood, plastic, glass, or paper not be piled on top of the waste tires.

1.9 The Contractor shall adhere to and comply with all applicable

environmental laws, rules and regulations.

1.10 The parties agree that any venue of any legal proceedings pertaining to this contract shall be in Aiken County, South Carolina and that South Carolina law applies to all provisions of this Agreement.

1.11 In the event the Contractor fails to comply with the terms and conditions of this Agreement and fails to cure any default there under within fifteen (15) days after notice, the Authority shall have the right and option to terminate this Agreement immediately and/or pursue any remedy afforded at law or equity.

1.12 All waste tires collected by the Contractor will be recycled.

1.13 Contractor will maintain General Liability Coverage of two million dollars (\$2,000,000.00), but not limited to the collection of recyclable materials, and Worker's Compensation insurance on all employees. Upon award of the contract under this bid, the contractor must provide documentation evidencing Statutory Worker's Compensation coverage insurance. Contractor must also maintain a policy or policies of Auto Liability including Hired and Non-Owned Coverage, General Liability insurance against liability for injury to, and death of, persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the contractor or any of its subcontractors of their respective officers, directors, employees or agents. Such general liability insurance must have limits of \$1,000,000 per occurrence, \$2,000,000 aggregate limit naming each county and Three Rivers Solid Waste Authority as additional insureds. **A copy of the Certificate of Insurance and Worker's Compensation coverage must be included with the bid.** A copy of the endorsement should be provided naming each county and Three Rivers Solid Waste Authority as additional insureds.

1.14 Contractor agrees to stipulations concerning approval of use of names and termination. Contractor agrees and complies with 45 CFR parts 90 and 91 (1990) and complies with codes, ordinances, and industry standards. Contractor agrees with the restrictions for lobbying and also agrees and complies with ADA. The Contractor agrees to provide support to the Authority and the counties during any and all audits, if needed.

MINIMUM SPECIFICATION CHECK LIST

	<u>Meets/Exceeds</u>	<u>Doesn't Meet</u>
Startup by August 1, 2015	_____	_____
The following specifications as listed in the IFB:		
1.1	_____	_____
1.2	_____	_____
1.3	_____	_____
1.4	_____	_____
1.5	_____	_____
1.6	_____	_____
1.7	_____	_____
1.8	_____	_____
1.9	_____	_____
1.10	_____	_____
1.11	_____	_____
1.12	_____	_____
1.13	_____	_____
1.14	_____	_____

List any safety or environmental citations issued to your facility in the past five (5) years:

WASTE TIRE RECYCLING BID FORM

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

EMAIL: _____

	\$/ton		Tons		
Passenger Tires	_____	X	840	=	_____
Truck Tires	_____	X	575	=	_____
			1415	_____ /1,415 =	_____

FOR COMPANY:

WITNESS:

Signature

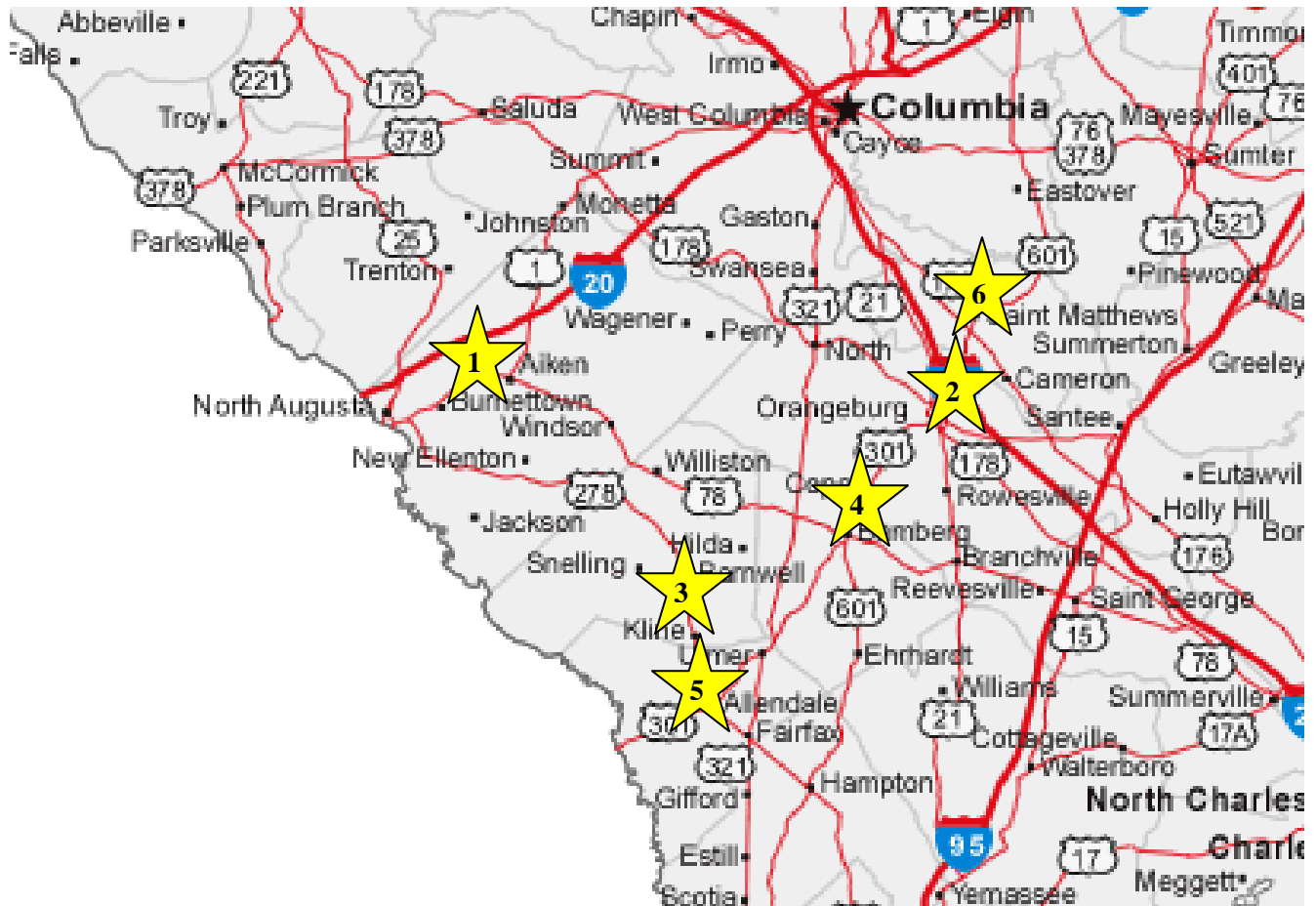
Signature

Print or type name

Print or type name

Title

Title



1 - Aiken

411 Connector Road
Graniteville, SC 29829

2 - Orangeburg

310 Endicott Court
Orangeburg, SC 29118

3 - Barnwell

155 Landfill Road
Blackville, SC 29817

4 - Bamberg

15 Landfill Road
Denmark, SC 29042

5 - Allendale

605 Gill Road
Allendale, SC 29810

6 - Calhoun

112 Purple Martin Drive
St. Matthews SC 29135