

**THREE RIVERS SOLID WASTE AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**MUNICIPAL SOLID WASTE TRANSPORTATION SERVICES**



**Issued: March 4, 2025**

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**Three Rivers Solid Waste Authority (“TRSWA” or “the Authority”)** was established in 1992 as a regional solid waste management agency to promote good environmental stewardship, fiscal responsibility, local government problem solving and regional cooperation. The Authority’s mission is to supplement local government solid waste management services to promote efficient and environmentally responsible waste handling and disposal while not supplanting local control and authority. The nine-county region consists of Aiken, Allendale, Bamberg, Barnwell, Calhoun, Edgefield, McCormick, Orangeburg, and Saluda Counties (collectively “Members”). Among other activities, the Authority manages transfer services for Municipal Solid Waste (MSW) from county owned Transfer Stations to the Three Rivers Regional Class 3 Landfill which is located at 9900 Atomic Road in Jackson, South Carolina.

Provisions of this Request for Proposal (“RFP”) will be incorporated into the final contract documents (“Agreement”), as revised during negotiations.

## **1.0 STATEMENT OF NEEDS**

Proposers (“Proposers”) are invited to submit proposals for the transportation of Municipal Solid Waste (“MSW”) from the Members’ transfer stations to the Authority’s landfill for an initial contract term of ten (10) years and include a two (2)-year option to renew. The Member’s transfer stations locations and operating hours are as follows:

- Orangeburg County Transfer Station located at 310 Endicott Court, Orangeburg, SC
  - Monday through Friday 8 AM – 4 PM.
  - Saturday 8 AM – 12 PM.
  - Closed Sunday.
- Barnwell County Transfer Station located at 155 Landfill Road, Barnwell, SC
  - Monday through Friday 8 AM – 4 PM.
  - Saturday 8 AM – 12 PM.
  - Closed Sunday.
- Bamberg County Transfer Station located at 3502 Capernaum Road, Bamberg, SC
  - Monday through Friday 8 AM – 4 PM.
  - Closed Saturday and Sunday.
- Tri-County Transfer Station located at 14 Transfer Drive, Johnston, SC
  - Monday through Friday 7 AM – 3 PM.
  - Closed Saturday and Sunday.

It is the intent and purpose of this solicitation to provide for the transportation of MSW from the Member’s transfer stations to the Three Rivers Regional Class 3 landfill in a timely, efficient, and environmentally safe manner. The work consists of furnishing all the equipment, labor, and materials necessary to perform the work for the transportation of MSW from the Members’ transfer stations to the Three Rivers Regional Class 3 landfill.

The Member’s transfer stations are bi-level (full grade separation) type facilities with tipping floor storage. Loading equipment will be used by Member County staff to load and compact waste from

the upper level into an open-top transfer trailer on the lower floor. No processing of waste will occur on the tipping floor; however, the removal of certain materials such as cardboard, white goods and tires may occur. Excluding live loaded trailers, each individual Member County will assume responsibility for positioning and loading the transfer trailers provided by the Proposer and returning the loaded transfer trailer to a designated area pending transport by the Proposer to the landfill. Live loaded trailers will be positioned by the Proposer and loaded by the Member County and transported by the Proposer to the landfill. The Proposer is responsible for covering all loads before transport. Loaded trailers remaining at the transfer station Saturday afternoon will be hauled on Monday morning.

Generally, MSW is continuously loaded during transfer station operating hours into trailers provided by the Proposer. See prior page for operating hours by transfer station. No waste can remain on the transfer station tipping floor overnight so the Proposer must provide enough trailers to each transfer station to handle all waste that comes into the transfer station daily, during normal operating hours. The Proposer must also demonstrate the ability to provide additional trailers within 24 hours' notice.

The Proposer is responsible for transporting loaded trailers to the Authority's landfill. The Authority's landfill is open as follows:

- Monday through Friday from 6:30 am to 4:30 pm
- Saturday from 7:00 am to 12:00 pm

The landfill will be closed on the following holidays:

- New Year's Day
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Christmas Day

Other holiday closings or opening delays will be approved by the Authority and posted at the landfill scale house.

The solid waste to be transferred is primarily municipal solid waste from urban/suburban, commercial and industrial activities. This includes solid waste generated in private households and, therefore, may include incidental amounts of broken furniture, roofing, privately generated construction and demolition debris and other solid wastes typically generated in suburban and urban residential areas. Commercial and industrial solid wastes may also be included in the waste stream. This includes solid waste collected from commercial trash collection vehicles and solid waste which is typically disposed in dumpster type container boxes at restaurants, small and large businesses and industries, office buildings, etc. The solid wastes that are to be transferred shall not include those deemed unacceptable in the Authority's *Delivery Procedures Manual*, **Appendix B**. The Authority will accept those special wastes identified in the aforementioned manual if approved and scheduled through the Authority.

A history of annual MSW tonnages requiring transport is as provided in **Table 1**. The tonnages listed in **Table 1** are estimates based on information available to the Authority. The Authority will not guarantee maximum or minimum tonnage amounts during the term of the Agreement.

*Table 1: MSW tons by Transfer Station (2022-2024)*

| <b>Transfer Station</b>            | <b>2022 Tons</b> | <b>2023 Tons</b> | <b>2024 Tons</b> | <b>Average Tons</b> |
|------------------------------------|------------------|------------------|------------------|---------------------|
| Orangeburg County Transfer Station | 73,148           | 83,694           | 86,646           | <b>81,163</b>       |
| Barnwell County Transfer Station   | 15,145           | 15,965           | 14,184           | <b>15,098</b>       |
| Bamberg County Transfer Station    | 9,960            | 9,986            | 10,339           | <b>10,095</b>       |
| Tri-County Transfer Station        | 41,368           | 42,539           | 42,962           | <b>42,290</b>       |
| <b>TOTAL</b>                       | <b>139,621</b>   | <b>152,184</b>   | <b>154,131</b>   | -                   |

## **2.0 SCOPE OF SERVICES**

### **2.1 Agreement Term**

The Agreement awarded in response to this RFP will commence on **July 1, 2025** by and expire on **June 30, 2035**. Upon expiration of the initial term on **June 30, 2035**, the Authority, at its sole discretion, and maintains the option to extend the Agreement one (1) additional term of two (2) years.

The Proposer shall submit a timeline which demonstrates that all equipment and personnel will be available and in place on the commencement date.

### **2.2 Hours of Operation**

The Proposer will provide service within the hours of operation for the respective Member transfer stations and Three Rivers Regional Class 3 Landfill. The Authority may, by mutual agreement with the Member transfer station and Proposer, extend the hours of operation, including days of operation.

### **2.3 Transport Services**

The Proposer may propose to provide transport services for any one or multiple of the following combinations of transfer stations:

1. Orangeburg Transfer Station only
2. Tri-County Transfer Station only
3. Bamberg and Barnwell Transfer Stations only
4. Orangeburg, Tri-County, Bamberg, and Barnwell Transfer Stations

The amount of MSW will vary on a daily, weekly, monthly and on a seasonal basis. The Proposer must prepare to guarantee to provide transport services to the Authority for the daily, weekly,

monthly and yearly amounts of MSW required to be transported from each Member transfer station. The Authority does not guarantee the quantities of MSW to be transported.

### **2.3.1 Preparation for Transport**

Excluding live loaded trailers, each individual Member County will assume responsibility for positioning and loading the transfer trailers provided by the Proposer and returning the loaded transfer trailer to a designated area pending transport by the Proposer to the landfill. Live loaded trailers will be positioned by the Proposer and loaded by the Member County and transported by the Proposer to the landfill. The Proposer is responsible for covering all loads before transport. Loaded trailers remaining at the transfer station Saturday afternoon will be hauled on Monday morning. The Proposer shall prepare all trailers for transport in accordance with each Facility's Operations Plan, prepared and submitted by Proposer and approved by the Member County Representative.

### **2.3.2 Transport to Landfill**

The Proposer shall transport loaded trailers from the Member transfer stations to the Three Rivers Regional Class 3 Landfill unless an alternative is required, such as Authority's landfill is unavailable, is approved in writing by the Member County and Three Rivers Solid Waste Authority. The Proposer shall provide transport services during hours of operation per Section 2.2. Loaded trailers remaining at the transfer station on Saturday afternoon will be hauled on Monday morning.

### **2.3.3 Transport Routes**

Loaded trailers shall not be stored longer than seventy-two (72) hours at the transfer station(s). This provision may be temporarily waived by the Member County representative if weather or other conditions should preclude safe transport of loaded trailers from the transfer station(s).

## **2.4 Equipment, Materials, and Labor Requirements**

Each Proposer shall make its own examination, investigation and research regarding the proper method of doing the work, including the equipment, materials, and the labor to perform the work. The Proposer is required to provide all equipment and materials, including but not limited to vehicles, fuel, lubricants, maintenance, tools, materials, and any other items, and labor required to adequately, efficiently, and properly maintain and provide the transportation services to each Members' Transfer Station in accordance with the Agreement.

### **2.4.1 Minimum Equipment Requirements**

Trailers:

The Proposer will be required to furnish, maintain and operate sufficient trailers to provide the specified services. Transfer trailers shall be steel-body that conforms to the specifications the Agreement and is designed for transport of solid waste. Transfer trailers shall be top-loading tandem axle, noncompaction, with manually or hydraulically operated top covers. All trailers shall be tightly sealed on sides and bottom of the trailer to prevent the release of solid waste, including leachate or other liquids. All trailers shall have top covers sufficient to prevent blowing of material

in route to the Three Rivers landfill. Proposer is responsible for securing cover prior to leaving the transfer station property. The Authority prefers transfer trailers be equipped with self-unloading (walking floor) technology; however, tipper technology will be considered. Proposer shall indicate the type of trailer that will be used.

Trailers must be compatible with the design of the load-out area of the transfer station. The transfer stations can accommodate up to 53-foot trailers. All trailer heights should be coordinated with applicable door heights and overhead clearances. All trailers shall comply with all applicable local, state and federal laws and requirements which include applicable requirements of the South Carolina Department Environmental Services (SCDES), the South Carolina Department of Transportation (SCDOT) and the Environmental Protection Agency (EPA).

## Trucks

The Proposer will be required to furnish, maintain and operate sufficient trucks to provide the specified services. The trucks shall have dual tires instead of super single tires in order to traverse the access roads on the waste mass.

### **2.4.2 Minimum Labor Requirements**

The Proposer will include with their proposal the total number of employees and resumes of key personnel. If subcontractors will be used, they shall be identified and their qualifications and responsibilities included in the proposal response. The Proposer must comply with the drug free workplace requirements found in **Qualification Form 6**.

## **2.5 Operations and Transition Plan**

### **2.5.1 Operations Plan**

No later than thirty (30) calendar days after execution of the Agreement, the Proposer shall submit an initial Operations Plan for each individual transfer station to the Authority and Member for approval. The Operations Plans shall be of sufficient detail to satisfy the Authority and Member of the Proposer's ability to continue operations for the term of the Agreement including but not limited to the following:

- a) Personnel requirements
- b) Equipment requirements (including type, quantities, age)
- c) Transport services by material type (including scheduling, routing, and communications for route changes)
- d) Recordkeeping and reporting, including a reporting and communication process for damages to equipment
- e) Equipment maintenance plans (including routine and unplanned maintenance procedures, responsiveness to repairs, communications with the Authority)
- f) Contingency plans including specific measures to be employed when the normal operating resources including when transportation equipment is unavailable
- g) Vectors and pests, spillage, leakage, litter and odor, and other nuisance plans
- h) Health and safety procedures (including fire protection and life safety plan)
- i) Other information requested by the Three Rivers Solid Waste Authority.

The Proposer shall annually review and revise, as necessary, each required Operations Plan to maintain the information contained in those plans current and reflect any substantive changes to activities, information, or other material included in those plans. The Proposer agrees such revisions shall be subject to prior approval by the Authority and Member County. The Authority and Member shall be promptly notified of any revisions to Operations Plans.

### **2.5.2 Transition Plan**

The Proposer shall cooperate fully and timely with the Authority and Members and any previous and subsequent provider(s) in any transition of services to be provided. The Proposer shall cooperate fully with the Authority and Members in:

1. The transition to the Proposer providing services upon the commencement date;
2. The transition from the Proposer to subsequent person(s) providing services upon expiration of the Agreement; and
3. The transition from the Proposer to subsequent person(s) providing services upon termination of the Agreement.

The Transition Plan shall include a schedule for meeting the Proposer's requirement to be fully operational on the commencement date. The Transition Plan shall identify key milestones and regular meetings with the Authority. If the Proposer fails to fully and completely transition in accordance with the Agreement and the Transition Plan, the Authority may engage the services of another service provider to fully and completely transition in accordance with the Agreement and Transition Plan and receive reimbursement for such costs from the Proposer.

### **2.6 Record keeping and Reporting**

The Proposer shall provide to the Authority by the thirtieth (30<sup>th</sup>) day of each month a report for the preceding month which includes, but is not limited to the following information:

- Daily and monthly tonnages of solid waste and number of loads transferred from each respective transfer station(s) to the landfill.
- A summary of any suspicious and unacceptable waste incidents and actions taken
- A summary of any damages to equipment and actions taken
- Status of equipment
- Other items as deemed necessary by the Authority for its record keeping and other Agreement performance evaluation purposes

The Proposer shall provide reports in an electronic file format and report organization format approved by the Authority. The Proposer shall provide reports in an editable format unless requested otherwise by the Authority.

### **2.7 Litter, Odor, and Other Nuisances**

The Proposer shall pick up any and all litter caused by the provision of services in connection with the Agreement. In addition, the Proposer shall maintain equipment in a manner that eliminates odors. The Proposer shall ensure nuisances are not caused by Proposer's equipment, or by Proposer's employees or subcontractors while performing services in connection with this Agreement.



## **2.8 Inclement Weather or Other Unforeseen Circumstance.**

In certain instances, due to inclement weather, higher than typical tonnage, or other unforeseen circumstance, the Authority and the Proposer shall work cooperatively to shorten or extend the hours of operation for any or all the facilities.

## **2.9 Performance Bond and Insurance**

The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Agreement including the requirements herein.

- The Proposer must provide assurance of ability to obtain a performance bond of \$2,000,000.
- Each proposal must include Proposer documentation evidencing Statutory Worker's Compensation coverage insurance. The Proposer must also maintain a policy or policies of Auto Liability, 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 Proposer or any of its subcontractors or 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 Three Rivers Solid Waste Authority, Orangeburg County, Barnwell County, Bamberg County and Tri-County Solid Waste Authority as insured. The certificate should also state that pollution liability is NOT excluded. **A copy of the Certificate of Insurance and Worker's Compensation coverage should be included with the proposal.**

In addition to the information requested in **Qualification Form 4**, describe any previous history where the Proposer defaulted on a contract of similar dollar value. Provide details and the final resolution.

## **2.10 Non-performance Fees**

The Proposer must acknowledge that if the Proposer does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the County, its facilities, and the Authority may suffer damages which are difficult to determine and adequately specify.

The Proposer agrees, in addition to any other remedies available to the Authority and Members, that the Authority and Members may demand and receive payment from the Proposer in the amounts specified in below as non-performance fees for failure of the Proposer to fulfill its obligations. Non-performance fees may include the following:

### **2.10.1 Transfer Services:**

- Failure to transport all received materials at the transfer station during scheduled hours of operation: \$500 per day, up to \$5,000 per day per facility.
- Failure to comply with notice requirements regarding transitioning from primary plan to back up plan: \$250 per instance per day
- Failure to comply with any key operation procedures or requirements not covered by other items in a facility Operations Plan:

### **2.10.2 General Equipment, Maintenance, and Facility Condition:**

- Failure to comply with minimum equipment requirement:
  - 1st instance in Agreement year: written notice
  - 2nd instance in Agreement year: \$250 per instance per facility
  - Every additional instance in Agreement year: \$500 per instance per facility

### **2.10.3 Disposal/Processing Facilities:**

- Causing any material loaded into containers for the Proposer via the Agreement to be delivered to any backup or other facility without the written consent of the Authority and Members in accordance with the communications procedures outlined in the respective facility Operations Plan: \$2,000 per occurrence thereafter

### **2.10.4 Planning and Reporting:**

- Failure to comply with drafting and updating Operations Plans as required – \$100 per instance per day
- Failure to comply with Agreement and regulatory reporting as required – \$100 per instance per day

The procedure for assessing and appealing non-performance fees shall be as set forth in the Agreement negotiations.

## **2.11 Billing and Payments**

The Proposer may only charge the fees as specified within the Agreement and no other fees. The Proposer may submit invoices monthly. If the invoice is in the acceptable format and the amounts agree with the records maintained by the Authority, payments will be made within **30 days** of receipt of the invoice. The general format of the invoice is provided in Appendix B.

## **2.12 Compliance with Laws and Regulations**

Transfer Station operators have responsibility to comply with applicable law of the state of South Carolina and relevant municipalities.

## **3.0 NON-MANDATORY PRE-PROPOSAL MEETING**

A virtual non-mandatory pre-proposal meeting will be held on **March 11, 2025** at **10:00AM**. Proposers shall notify Angie Bryant by email [abryant@trswa.org](mailto:abryant@trswa.org) to receive a Microsoft Teams Meeting invite.

A non-mandatory viewing of the transfer stations will be held on **March 13, 2025**. The non-mandatory pre-proposal facility tours will ensure that all bidders have the opportunity to observe the transfer stations and landfill conditions. Proposers can visit one or all of the sites. This will be the only site visit to be made by prospective proposers. Any site visits outside of this pre-proposal meeting could result in disqualification from the request for proposal. Proposers attending the pre-proposal meeting need to notify Three Rivers Solid Waste Authority of the number of attendees and which sites by **March 11, 2025** via email. [abryant@trswa.org](mailto:abryant@trswa.org)

The following is the schedule for each site.

Tri-County Transfer Station  
14 Transfer Drive  
Johnston, SC  
Time: 8:00 am

Three Rivers Solid Waste Authority (Landfill)  
9900 Atomic Road  
Jackson, SC  
Time: 10:00 am

Barnwell County Transfer Station  
155 Landfill Road  
Barnwell, SC  
Time: 12:00 pm (noon)

Bamberg County Transfer Station  
3502 Capernaum Road  
Bamberg, SC  
Time: 1:30 pm

Orangeburg County  
310 Endicott Court  
Orangeburg, SC  
Time: 3:00 pm

#### **4.0 PROPOSAL ISSUING AND CLOSING DATES**

- Proposal Issuing Date: March 4, 2025
- Proposal Pre-Proposal Meeting Date: March 13, 2025
- Last day for questions: March 21, 2025 at 5:00 pm
- Proposal Closing Date: April 3, 2025 at 2:00 PM

#### **5.0 CONTACT PERSON**

Three Rivers Solid Waste Authority requests all communications, questions and comments regarding this proposal be directed to Three Rivers Solid Waste Authority. Direct communication with the member transfer stations is prohibited and could result in disqualification from the request for proposal.

Angie Bryant  
Three Rivers Solid Waste Authority  
Telephone: (803) 652-2225 x226  
[abryant@trswa.org](mailto:abryant@trswa.org)

## 5.1 Request for Proposal Contact and Communication Requirements

All requests and communications are to be made, via email, directly to **Angie Bryant** [abryant@trswa.org](mailto:abryant@trswa.org) Failure to do so could result in disqualification from the request for proposal.

## 6.0 EVALUATION CRITERIA AND SELECTION PROCESS

### 6.1 Evaluation Criteria

The following evaluation criteria will be scored in reviewing and evaluating the transportation service proposals submitted in response to this solicitation.

| Evaluation Criteria  | Maximum Points |
|--|----------------|
| All forms and documents, described in this RFP, provided with proposal | 10             |
| Company Experience   | 10             |
| Transport Services Approach  | 20             |
| Equipment, Materials, and Personnel                                    | 20             |
| Price  | 40             |
| <b>TOTAL POINTS</b>  | <b>100</b>     |

### 6.2 Proposer Selection Process

All proposals must be received by the submittal date and location as described in **Section 4.0 and 5.0**.

Selection may be made of two (2) or more Proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors involved in Request for Proposals including price. Interviews may then be conducted with each of the Proposers so selected. Price shall be considered but will not be the sole determining factor. The Authority reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make an award or awards in any manner, consistent with law, deemed in the best interest of the Authority.

The Proposer chosen will be required to execute a contract, the terms of which will be negotiated based on this RFP, including all attachments hereto and the Proposer's response. The Authority reserves the right to terminate the Agreement with due cause upon 45 days written notice to the Proposer. In the event of termination pursuant to this paragraph, the Proposer shall be paid for all services provided through the date of termination.

### 6.3 Proposal Submission

- Proposers are required to complete the qualification and pricing forms included in this section of the RFP for the services proposed. A proposer may be disqualified if its forms are not completed fully for the services proposed in compliance with the instructions contained herein

One (1) original, an electronic version of the scanned original in PDF, and a completed W-9 form must be submitted no later than the date and time in **Section 4.0** to in a sealed envelope or package and marked:

**“SEALED PROPOSAL MUNICIPAL SOLID WASTE TRANSPORTATION SERVICES, DO NOT OPEN,”.**

Angie Bryant  
Three Rivers Solid Waste Authority  
9900 Atomic Road  
Jackson, SC 29831

- **USPS does not deliver to Three Rivers Solid Waste Authority. Use UPS, FedEx or hand deliver.**
- Proposals are to include applicable qualifications and experience as it relates to the proposed services in this RFP.
- Proposals are to include referrals relating to the proposed services in this RFP.
- Proposals are to include financial information in regard to the proposer’s financial strength and stability.
- Proposals are to include detailed overview of operations plan and transition plan for the proposed services in this RFP.
- Proposals are to include all equipment and facilities to be utilized overall and by Member transfer station for the proposed services in this RFP.
- Proposals are to include other information relevant to the proposed services in this RFP.
- Proposals are to be made on an all-inclusive per haul basis by Member Transfer Station.
- The Authority will not be responsible for any cost that may be incurred by any Proposer that chooses to submit a proposal.
- No proposals will be accepted after the proposal closing date and time. The date of postmark will not be considered.
- Proposer may submit more than one (1) proposal (multiple copies of each as set forth herein) provided that each proposal meets all of the requirements set forth herein.
- Proposals may be withdrawn by written request from the Proposer to the Authority General Manager prior to the proposal closing date.

- Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume.
- The Authority shall have the right to inspect any and all Proposer vehicles as well as any and all containers at its convenience for appearance and safety reasons.

A copy of the Certificate of Insurance and Worker's Compensation coverage should be included with the proposal.

**QUALIFICATION FORM 1:  
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

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Principal Business Address:

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2. Principal Contact Person(s)

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

3. Form of Business

|                          |
|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |

Corporation

Partnership

Joint Venture

Other

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign on behalf of proposer. Provide proof of the ability of the individuals so named to legally bind the proposer.

|    | <u>Name</u> | <u>Address</u>          | <u>Phone</u> |
|----|-------------|-------------------------|--------------|
| 1. | _____       | _____<br>_____<br>_____ | _____        |
| 2. | _____       | _____<br>_____<br>_____ | _____        |
| 3. | _____       | _____<br>_____<br>_____ | _____        |

If a corporation, in what state incorporated:

Date Incorporated:

Month                      Day                      Year

If a Joint Venture or Partnership, date of agreement:

Federal Employer Identification Number:

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



**PROPOSER'S STATEMENT OF ORGANIZATION (CONTINUED)**

5. List all firms participating (including the prime Proposer, sub Proposers, operators, major equipment suppliers, etc., if any):

| Name     | Address | Phone |
|----------|---------|-------|
| 1. _____ | _____   | _____ |
| 2. _____ | _____   | _____ |
| 3. _____ | _____   | _____ |
| 4. _____ | _____   | _____ |

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

7. Summarize the provisions of any agreement between the parties which assigns legal or financial liabilities or responsibilities.

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8. If any of the responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the related firms and describe the relationships.

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***QUALIFICATION FORM 2: EXPERIENCE AND QUALIFICATIONS***

A. Name and Address of Proposer:

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Telephone:

---

B. Key Personnel (Name, Position):

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C. Transportation Experience:

1. Facility(ies) Location:

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2. Description (capacity, waste source, equipment, etc.):

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3. Responsibilities and Personnel:

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**EXPERIENCE AND QUALIFICATIONS**

**(CONTINUED)**

4. Dates of Operational Responsibility:

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D. Proposer guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a truck fleet operator under your present business name?

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2. How many years of total experience in truck fleet operation has your organization had?

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3. Have you ever failed to complete any work awarded to you? If so, where and why?

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**EXPERIENCE AND QUALIFICATIONS**

**(CONTINUED)**

4. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to meet its terms of refuse hauling contract? If so, state name of individual, name of owner, and reason therefore:

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5. Has any officer or partner of your organization ever failed to meet the terms of any refuse hauling contract handled in his own name?

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If so, state name of individual, name of owner, and reason therefore:

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6. Has any officer or partner of your organization ever failed to meet the terms of any refuse hauling contract handled in his own name?

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**EXPERIENCE AND QUALIFICATIONS**

**(CONTINUED)**

7. For what commercial or industrial corporations have you performed hauling work, and who, for that corporation, supervised or administered your performance of that contract?

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8. For what governmental units have you performed hauling and who, in that city or town, supervised or administered your performance of that contract?

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9. What is the hauling experience of the principal individuals of your organization?

| Individual's Name | Present Position | Years of Experience | Description of type of work, role, magnitude, complexity, etc. |
|-------------------|------------------|---------------------|--|
|                   |                  |                     |  |
|                   |                  |                     |  |
|                   |                  |                     |  |
|                   |                  |                     |  |

**EXPERIENCE AND QUALIFICATIONS**

**(CONTINUED)**

11. Provide data on your experience in the operation and maintenance of over-the-road tractor-trailer vehicles.

Number of vehicles: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Average annual miles per vehicle: \_\_\_\_\_

Vehicle capacity, pounds: \_\_\_\_\_

12. List the location where the truck fleet operation can be visited.

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

13. List the location where the vehicle maintenance facility can be visited.

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

14. Do you currently operate a fleet of more than 25 trucks?

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

**EXPERIENCE AND QUALIFICATIONS**

**(CONTINUED)**

15. If the answer to No. 14 is yes, do you provide fleet maintenance; and if not, how is your fleet maintenance managed?

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16. During the past year, did the fleet operate over city, state, or federal highways?

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17. List the approximate total number of miles the fleet was driven during the past year.

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18. If applicable, provide description and inclusion of appropriate maps, the transportation route(s) which would be used to transport the MSW from the Member's transfer stations to the Authority's landfill in your firm's disposal services proposal. This can be attached with additional pages.

## EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

- E. Provide a total listing of equipment that is proposed for execution of the contract. Provide as a minimum the following information for each vehicle to be used for the transportation of MSW. Use additional pages as needed.
  - 1. Manufacturer, model and year
  - 2. Capacity
  - 3. Gross vehicle weight rating
  - 4. Gross combination weight rating
  - 5. Payload, volume
  - 6. Vehicle dimensions
  - 7. Method of unloading
  - 8. Top cover description



***QUALIFICATION FORM 3: REFERENCES***

The Proposer shall provide a minimum of three (3) but no more than five (5) references of the most recently awarded and serviced (but not necessarily completed) comparable projects. References are to be provided for each service being offered by the proposer.

1. Name of Agency:

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Address:

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Phone Number:

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Principal Contact Person(s):

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Year Contract Initiated:

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Cost of Work (\$):

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Project Description:

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***QUALIFICATION FORM 3: REFERENCES (CON'T)***

2. Name of Agency:

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Address:

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Phone Number:

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Principal Contact Person(s):

---

Year Contract Initiated:

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Cost of Work (\$):

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Project Description:

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***QUALIFICATION FORM 3: REFERENCES (CON'T)***

3. Name of Agency:

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Address:

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Phone Number:

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Principal Contact Person(s):

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Year Contract Initiated:

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Cost of Work (\$):

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Project Description:

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***QUALIFICATION FORM 3: REFERENCES (CON'T)***

4. Name of Agency:

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Address:

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Phone Number:

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Principal Contact Person(s):

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Year Contract Initiated:

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Cost of Work (\$):

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Project Description:

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***QUALIFICATION FORM 3: REFERENCES (CON'T)***

5. Name of Agency:

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Address:

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Phone Number:

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Principal Contact Person(s):

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Year Contract Initiated:

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Cost of Work (\$):

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Project Description:

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**QUALIFICATION FORM 4: PERFORMANCE BOND FORM**

(PROVIDED FOR DEMONSTRATION PURPOSES. LETTER OF COMMITMENT REQUIRED FOR PROPOSAL.  
FORM TO BE EXECUTED PRIOR TO AGREEMENT EXECUTION.)

Date of Execution of this Bond: \_\_\_\_\_

Name and Address of Principal (Proposer):

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

Name and Address of Surety:

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

Name and Address of Contracting Body:

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

Amount of Bond: \_\_\_\_\_

Contract                      That certain contract by and between the Principal and the Contracting Body above named dated \_\_\_\_\_ for

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

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**QUALIFICATION FORM 4: PERFORMANCE BOND FORM (CONTINUED)**

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached; NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PERFORMANCE BOND is made and given in accordance with South Carolina Law.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Principal (Name of individual and trade name, partnership, corporation, or joint venture)

\_\_\_\_\_  
(Proprietorship or Partnership)

Printed Name: \_\_\_\_\_ `Signature: \_\_\_\_\_

(SEAL)

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

TITLE: \_\_\_\_\_

(Owner, Partner, Office Held in corporation, joint venture)

**QUALIFICATION FORM 4: PERFORMANCE BOND FORM (CONTINUED)**

ATTEST: (Corporation)

(Corporate Seal of Principal)

BY \_\_\_\_\_

Printed Name \_\_\_\_\_

TITLE: \_\_\_\_\_

(Corporation Secretary or  
Assistant Secretary Only)

\_\_\_\_\_

WITNESS:

BY \_\_\_\_\_

Printed Name \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_

**(Corporate Seal of Principal)**

COUNTERSIGNED:

(Address)

\_\_\_\_\_

\_\_\_\_\_

S. C. Licensed Resident Agent



**QUALIFICATION FORM 8: CERTIFICATION TO ACCURACY OF PROPOSAL**

STATE OF ( \_\_\_\_\_ )

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

\_\_\_\_\_, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached RFP, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against Three Rivers Solid Waste Authority or any person interested in the proposed Contract; and
5. The cost proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public, State of South Carolina

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

**QUALIFICATION FORM 8: CERTIFICATION TO ACCURACY OF PROPOSAL**

The undersigned vendor (firm) hereby certifies that

\_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

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

***QUALIFICATION FORM 8: CERTIFICATION TO ACCURACY OF PROPOSAL***

The proposer hereby acknowledges the receipt of the following addenda, which were issued by Three Rivers Solid Waste Authority and made part of this RFP. The proposer acknowledges that it has the sole duty to make itself aware of, and to be in receipt of, all addenda.

| <b>ADDENDUM<br/>NUMBER</b> | <b>DATE<br/>RECEIVED</b> | <b>SIGNATURE</b> |
|----------------------------|--------------------------|------------------|
|                            |                          |                  |
|                            |                          |                  |
|                            |                          |                  |
|                            |                          |                  |
|                            |                          |                  |
|                            |                          |                  |
|                            |                          |                  |
|                            |                          |                  |

***QUALIFICATION FORM 8: CERTIFICATION TO ACCURACY OF PROPOSAL***

Proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents enclosed in the proposal package in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) of \_\_\_\_\_, the proposer, that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

**QUALIFICATION FORM 8: CERTIFICATION TO ACCURACY OF PROPOSAL  
(CONTINUED)**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ (name) as \_\_\_\_\_ (title), of \_\_\_\_\_, an organization authorized to do business in the State of South Carolina, and acknowledged and executed the foregoing document as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**PRICE FORM 1**

**RFP TITLE: MUNICIPAL SOLID WASTE TRANSPORTATION SERVICES**

NOTE: If you do not intend to propose on this RFP, please return this form immediately. Please indicate the proposal name on the outside of the envelope. Thank you.

MAIL TO: Angie Bryant  
Three Rivers Solid Waste Authority  
9900 Atomic Road  
Jackson, SC 29831  
Telephone: (803) 652-2225 x226  
[abryant@trswa.org](mailto:abryant@trswa.org)

We, the undersigned have declined to respond for the following reason:

- Insufficient time to respond to the Request for Proposal.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specification unclear (explain below).
- Other (specify below).

REMARKS:

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COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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TELEPHONE NUMBER: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PRICE FORM 1**

Three Rivers Solid Waste Authority desires a price proposal based on an all-inclusive **per haul (round trip)** fee for tons of waste actually made available to the proposer.

Proposers should use the form provided below for the submittal of proposed prices and must indicate the usable trailer capacity that the proposed prices are based upon.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Please provide the following information:

The Authority is considering discontinuing the use of the tipper. Therefore pricing for use of a tipper and walking floor trailer is requested.

All-inclusive price per haul to Three Rivers Solid Waste Authority from:

| <b>Transfer Station</b> | <b>Rate per haul<br/>Tipper at Landfill</b> | <b>Rate per haul<br/>Walking Floor Trailer</b> |
|-------------------------|---|--|
| Orangeburg              | \$ _____                                    | \$ _____                                       |
| Barnwell                | \$ _____                                    | \$ _____                                       |
| Bamberg                 | \$ _____                                    | \$ _____                                       |
| Tri-County              | \$ _____                                    | \$ _____                                       |

Proposers proposed price is based on a usable trailer capacity of:

- \_\_\_\_\_ cubic yards
- \_\_\_\_\_ tons

**PRICE FORM 2: OTHER FINANCIAL INFORMATION**

If Proposer proposes an adjustment method (i.e. CPI adjustment) for the Service Fee(s), describe the proposed terms below.

- Index \_\_\_\_\_
- Percentage of Index to be applied \_\_\_\_\_
- Frequency of Adjustment \_\_\_\_\_

If Proposer proposes a fuel escalator, describe the proposed terms below.

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**PRICE FORM 3: CERTIFICATION OF COST FORM**

The Undersigned hereby certifies as follows:

1. That I, \_\_\_\_\_, on behalf of \_\_\_\_\_(PROPOSER)  
have personally and carefully examined the specifications and instructions for the work to be done for Three Rivers Solid Waste Authority as set forth in this RFP.
  
2. That I, \_\_\_\_\_, on behalf of \_\_\_\_\_(PROPOSER)  
have made examination of the conditions in Three Rivers Solid Waste Authority, the services applicable to the proposal, and all other relevant facts and circumstances, and fully understand the character of the work to be done for Three Rivers Solid Waste Authority.
  
3. That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, equipment, storage and facilities, and to perform all labor and services which may be required to do said work upon the terms and conditions provided in the Contract, at the rates set forth on the Cost Forms that are attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPOSER**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
President/Partner/Owner Signature

\_\_\_\_\_  
President/Partner/Owner Printed Name

\_\_\_\_\_  
Secretary

***PRICE FORM 3: CERTIFICATION OF COST FORM (CONTINUED)***

The proposer is an Individual \_\_\_\_\_; Partnership \_\_\_\_\_; Corporation \_\_\_\_\_; or other business entity \_\_\_\_\_; and is authorized to do business in the state of South Carolina

**Signature Instructions:**

If business is a CORPORATION, name of the corporation should be listed, in full and both president and secretary must sign the form, OR if one signature is permitted by corporation bylaws, a copy of the by-laws shall be furnished to Three Rivers Solid Waste Authority as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is operating as any other business entity than listed above, the name(s) of the authorized representative(s) should be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the entity shall be furnished to Three Rivers Solid Waste Authority as part of the proposal.

## 7.0 GENERAL CONDITIONS

- The Authority reserves the right to reject any and all proposals and/or accept any proposal when it is deemed to be in the best interest of the Authority. The Authority and a Proposer may agree to negotiate an Agreement with a more restrictive scope of services than set forth herein.
- Any information relative to interpretation of these specifications shall be requested in writing prior to **March 20, 2025**.
- TRSWA reserves the right to reject any and all proposals/qualifications submitted and to request additional information from all Proposers. It further reserves the right to waive formalities or technicalities insofar as it is legally authorized to do so in the best interest of TRSWA. An award will be made to the firm which, in the opinion of TRSWA, is best suited to accomplish the work required by TRSWA.
- All formal proposals submitted shall be binding for one hundred - twenty (120) calendar days after the date for proposal opening.
- During the performance of the Agreement the Proposer shall agree as follows:
  - The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Proposer. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - The Proposer, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, will state that such Proposer is an equal opportunity employer.
  - Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- During the performance of the Agreement the Proposer shall agree to:
  - Provide a drug-free workplace for the Proposer's employees.
  - Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibitions.

- State in all solicitations or advertisements placed by or on behalf of the Proposer that the Proposer maintains a drug-free workplace.
- Include the provisions of the foregoing clauses in every subcontract or purchase order over ten thousand (\$10,000) so that the provisions will be binding upon each sub-Proposer or vendor.
- Proposer acknowledges it has had the opportunity prior to submitting their proposal to raise any questions which they might have had about the solicitations.
- Proposer shall be required to provide evidence of any applicable business license.
- No Agreement shall exist between the Authority and the Proposer until the parties sign a written contract setting forth all terms of the Agreement.
- Proposer shall provide their Department of Transportation number.

**APPENDIX A  
INVOICE EXAMPLE**

|              |
|--------------|
| Company Logo |
|--------------|

THREE RIVERS SOLID WASTE AUTHORITY  
 \_\_\_\_\_@TRSWA.ORG  
 \_\_\_\_\_@TRSWA.ORG  
 9900 ATOMIC ROAD  
 JACKSON, SC 29831

Street Address  
 City, State, Zip  
 Phone (\_\_\_\_) \_\_\_\_-\_\_\_\_

Invoice : \_\_\_\_\_  
 Bill Date: \_\_\_\_\_

| Ticket # | Truck | Receive Date | Origin       | Tons  | Rate     | Amount   |
|----------|-------|--------------|--------------|-------|----------|----------|
| _____    | _____ | _____        | _____ County | _____ | \$ _____ | \$ _____ |
| _____    | _____ | _____        | _____ County | _____ | \$ _____ | \$ _____ |
| _____    | _____ | _____        | _____ County | _____ | \$ _____ | \$ _____ |

Freight (Flat): \$ \_\_\_\_\_  
 Fuel Surcharge: \$ \_\_\_\_\_  
 Total Invoice Amount: \$ \_\_\_\_\_

## **APPENDIX B DELIVERY PROCEDURES**

### **WASTE REJECTION & INSPECTION**

The Authority can reject any load of waste if the waste is deemed unacceptable by the landfill personnel.

All loads are subject to inspection to ensure that the waste acceptance criteria have been met. The generator is subject to additional handling fees and repair cost incurred by the landfill for handling unacceptable waste or unapproved special waste

### **SALVAGING & SCAVENGING**

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Salvaging and scavenging is strictly **prohibited**. The hauler is allowed out of his vehicle in the working area only to facilitate discharge of the waste.

### **THREE RIVERS REGIONAL LANDFILL DELIVERY INFORMATION**

#### **WASTE ACCEPTANCE HOURS**

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**6:30 AM – 4:30 PM** Monday through Friday

**7:00 AM - 12:00 PM** Saturday (No Special Waste)

**CLOSED** Sunday

#### **HOLIDAYS & EMERGENCY CLOSINGS**

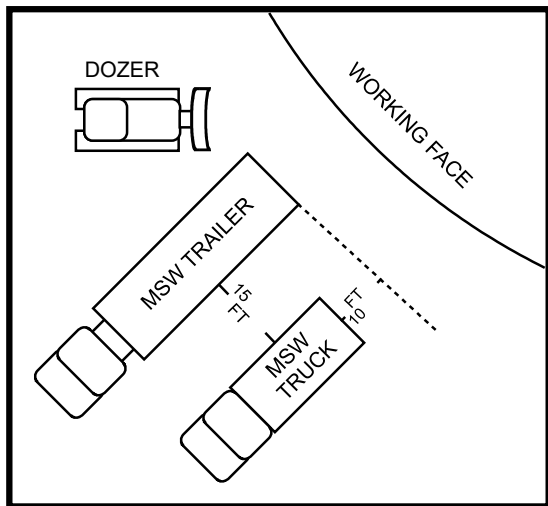
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Closed New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day & Christmas Day. Other holidays and closings will be posted at the scales and the transfer stations will be notified. The hauler will be notified by the gate attendant in the event of emergency closures and lightning delays. Trucks must stop at maintenance area during lightning storms.

#### **GENERAL RULES**

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- All delivery vehicles must be in good working condition.
- All vehicles must obey posted speed limits.
- All vehicles must be equipped with tow hooks.
- All vehicles must obey landfill spotter direction.
- No weapons allowed on the property.
- All personnel leaving the vehicle must wear high visibility clothing meeting at least ANSI 1.
- No one under the influence of alcohol, controlled substances, or medication that impairs ability to operate heavy equipment is allowed on the premises.
- No alcohol or controlled substances are allowed on the premises.
- All loads must be tarped or enclosed when entering and leaving the landfill site.
- Trucks discharging waste must be at least 15 feet apart or as directed by a landfill spotter.
- Trucks discharging waste must stay at least 10 feet from the rear of a discharging waste trailer.



- No children beyond the scale house unless approved by the Landfill Manager and accompanied by an adult.
- No driving off the maintained roads unless discharging waste.
- No smoking.
- All accidents must be reported immediately to landfill personnel.
- Any suspicious or inappropriate activities should be reported immediately to landfill personnel.
- Any delivery vehicle damage incurred during waste discharge that may have been caused by Three Rivers Landfill employees must be reported to the Landfill Manager before leaving the site.
- No loitering.
- No scavenging.

Noncompliance with these rules may result in removal from the premises, revocation of delivery rights, fines, and/or additional fees as posted.

## **WEIGHING**

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The gross weight of all vehicles must be recorded at the scale house prior to entering the working area of the landfill. After discharging calculate the net waste volume.

Tare weights will be established for all vehicles. The hauler is responsible for notifying the gate attendant if the tare weight changes due to vehicle modification. Tare weight will be checked at periodically or when prompted by the hauler.

## **TRAFFIC FLOW**

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Waste haulers must obey all traffic signs. The dumping area will be designated with signs, curbs, spotters, and/or the gate attendant will direct the hauler to the appropriate location for the waste.

Haulers and generators are subject to additional fees if waste is discharged in an area not designated by landfill personnel.

### **ACCEPTABLE WASTE**

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The landfill will accept the following:

- Residential Waste
- Institutional Waste
- Commercial Waste
- Industrial Waste

### **UNACCEPTABLE WASTE**

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The landfill will NOT accept the following:

- Hazardous Waste
- Radiological Waste
- Explosive Waste
- Bio-Hazardous or Infectious Waste
- Tires (and Tires mingled with waste)
- Yard Waste
- White Goods
- Bulky Waste
- Raw Sewage
- Non-washed Chemical Containers
- PCB Waste



**APPENDIX C  
AGREEMENT**

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made of as the \_\_\_ of \_\_\_\_\_, 2025 (the "Effective Date") by and between The Three Rivers Solid Waste Authority, a nine (9) county regional Authority ("the Authority") and \_\_\_\_\_ ("Contractor") a \_\_\_\_\_ corporation.

### RECITALS

- a. Contractor is in the waste transportation business, and the Authority is the landfill management business.
- b. The Authority has the right and obligation pursuant to the terms of its creation, the service agreements and customary practices with the nine (9) member Counties to accept and transport Municipal Solid Waste and other certain permitted wastes from the County Transfer Stations (the "Transfer Station") identified more particularly in the Authority's Request for Proposal No. \_\_\_\_\_ hereinafter the RFP.
- c. Contractor has sufficient vehicles and the proper permits and licenses to perform the services described in Schedule A and the scope of work, attached hereto, required by the Authority's RFP and included by reference herein, (the "Services"), which pertain to the Transfer Stations and the Landfill.

The Authority desires to engage Contractor to provide the Services and Contractor desires to be so engaged on the terms and conditions set forth herein.

### TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1 Performance of Services
  - 1.1 Location and Frequency of Services . Contractor agrees to perform the Services set forth in Schedule A at the locations set forth in Schedule B in compliance with this Agreement and the supplementary conditions set forth in Schedule C. Schedules A, B, and C are incorporated herein by reference as if set forth in full herein. The Authority and Contractor may mutually agree in writing to amend Schedules A, B, or C from time to time without modifying the terms and conditions of this Agreement.
  - 1.2 Performance of Service Contractor agrees to timely perform the Services in a professional and workmanlike manner in compliance with all applicable federal, state and local statutes, rules, regulations, ordinances, permits and orders (collectively, "Applicable Laws") and in effect during the term of this Agreement. Contractor shall bear all costs of performing the Services.
  - 1.3 Review of Services The Authority shall have the right to inspect and review Contractor's performance under this Agreement. If The Authority determines that Contractor's performance is not in compliance with this Agreement, the Authority may give written notice of such deficiency or breach to Contractor and, if the breach is of a nature subject to cure, Contractor shall have fifteen (15) days following the Authority's provision of such notice to cure the deficiency or breach. If Contractor does not cure the deficiency or breach within such fifteen (15) day period, the Authority shall have the right to call upon the performance bond as necessary to cover the increased cost of engaging other haulers to perform the Services during the period of default. The Authority shall have the right to terminate the Agreement pursuant to Section 3.2(b) of this Agreement if multiple breaches last more than fifteen (15) days or one breach lasts for thirty (30) days. If the Authority engages a third party to perform the Services during any period while Contractor fails or is unable to perform, the Authority shall be entitled to offset any fees dues hereunder against the costs and expenses incurred in procuring third party performance of the Services. If the Authority incurs costs and expenses in engaging third parties to perform the Services pursuant to this Section that are in excess of the

fees for such Services under this Agreement, then Contractor shall be responsible for and shall reimburse the Authority for the excess expenses incurred.

- 1.4 Exclusivity During the term of this Agreement, and provided that Contractor is not in breach of this Agreement, the Authority grants Contractor the exclusive right against other third-party contractors to transport for disposal Municipal Solid Waste and other waste materials permitted to be received at the Transfer Station to the extent the Authority has control over such receipt and the right to accept such waste under the contract with the County, except (i) any medical or biomedical waste and (ii) any material that is removed from the Transfer Station in a roll-off or compactor truck by the Authority.

## 2 Compensation

- 2.1 Rate of Compensation The Authority agrees to pay Contractor fees for the Services performed by Contractor at the rates specified in Schedule B. Contractor shall prepare and deliver to the Authority on a weekly basis an invoice and such supporting documentation as may be required by the Authority to support invoices for payment of fees for the Services performed during the preceding week. The Authority shall pay properly submitted and substantiated invoices for undisputed fees within 30 days after the Authority's receipt of the invoice. The Authority shall promptly notify Contractor of any alleged deficiency in substantiation. Any disputed fees shall be resolved by the parties in good faith, and upon resolution the Authority shall promptly pay the resolved amounts to Contractor within ten (10) business days.

- 2.2 Adjustments Adjustments to fees due to Contractor shall be allowed as set forth in Schedule B.

- 2.3 Changes In Law The rates established in Schedule B shall be adjusted to reflect 100% of the increased cost to Contractor in performing its obligations under the Agreement due to changes in law that become effective after the inception of this Agreement.

- a "Changes in law," as used herein, means any new or revised laws, statutes, rules, regulations, ordinances, orders, permits, taxes, levies, surcharges, tolls or other requirements of any federal or state legislative or administrative body, regional, county, municipal or other local authority, or any other agency or body exercising jurisdiction over any aspect of Contractor's performance of its obligation under this Agreement. An example of such a change in law could be a reduced weight restriction on the regular route that prohibits travel with a loaded trailer resulting in a longer roundtrip.
- b Contractor shall promptly notify the Authority of any such changes in law and identify and document its reasonable actual increased costs of performing this Agreement. Payment of the increased costs to Contractor shall be rendered through an adjustment to the prices set forth in Schedule B thirty (30) days after notice by Contractor to the Authority of the increased costs.

## 3 Term and Termination

- 3.1 Term This Agreement shall commence on the Effective Date and shall remain in full force for ten (10) years.

- 3.2 Termination This Agreement shall terminate:

- a Immediately upon the filing by or against Contractor of a petition, consent or application under any federal or state bankruptcy law or any other law in which Contractor is alleged to be insolvent or unable to pay its debts as they become due or the making by Contractor of an assignment for the benefit of creditors;
- b Immediately upon receipt by Contractor of the written notice of termination from the Authority as the result of failure of Contractor to perform any obligation or covenant under this Agreement, where such failure has not been cured under Paragraph 1.3 above.

- c Immediately upon failure by the Authority to perform its obligations under this Agreement, Contractor shall give a thirty (30) day notice of such default to the Authority and the Authority does not cure its default within such thirty (30) day period.
- d Immediately upon the filing by or against the Authority of a petition, consent or application under any federal or state bankruptcy law or any other law in which the Authority is alleged to be insolvent or unable to pay its debts as they become due or the making by the Authority of an assignment for the benefit of creditors.
- e Regardless of any language contained herein to the contrary, the term of this Agreement shall immediately terminate upon the expiration and or termination of all of the member service agreements.

3.3 Extension to this Agreement This Agreement may be extended in writing at terms and for a period mutually agreeable to the parties, if the Authority is successful in its retention of the Transfer Stations.

4 Confidential Information and Material Contractor acknowledges that all Confidential Information and Material is and shall continue to be the exclusive property of the Authority or its member counties. At all times during the term hereof and following the termination of this Agreement for any reason, Contractor agrees not to disclose any Confidential Information and Material for any reason and shall not use such information for any purpose except to perform the Services under this Agreement. Contractor further agrees that upon termination of this Agreement, for whatever reason, Contractor will surrender to the Authority all of the property, lists, files, records, notes, forms, manuals, reports, documents and other things in Contractor possession, including copies or computerized records thereof, that relate directly or indirectly to any Confidential Information and Material. For purposes of this Agreement, the term "Confidential Information and Material" means all information belonging to, used by, or in the possession of the Authority relating to its business, customers, accounts, routes, systems, procedures, revenues, costs, development plans, computer programs, forms, intellectual property, trade secrets of every kind and character, and any other information acquired by Contractor in the course Contractor's engagement under this Agreement, other than information available to the public generally through no action of Contractor.

5 [Intentionally left Blank]

6 Insurance Contractor agrees at all times during this Agreement to maintain in full-force and effect at least the following insurance coverages:

Workers' Compensation

- Coverage A            Statutory
- Coverage B            Employers Liability

Automobile Liability

- Bodily Injury/Property Damage            \$3,000,000
- Combined – Single Limit            Coverage is to apply to all owned, non-owned, hired, and leased vehicles (including trailers.)

Commercial General Liability

- Bodily Injury/Property Damage            \$3,000,000 each occurrence
- Combined – Single Limit            \$3,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the Authority. The Authority and its affiliates shall be shown as an additional insured

on the Automobile Liability and Commercial General Liability policies with respects to liability arising out of activities performed by, or on behalf of, Contractor. The fact that insurance is obtained by Contractor shall not release or diminish the liability of Contractor, including liability under the indemnity provisions of this Agreement. Contractor agrees to waive any and all rights of subrogation it may have against the Authority by virtue of any claims which may arise as a result of the Services, and all policies of insurance herein shall be so endorsed. Contractor also hereby agrees to obtain from its insurance carrier(s) a waiver of subrogation in favor of the Authority. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VI". Insurance certificates evidencing the above requirements shall be furnished by Contractor to the Authority prior to commencing services and provide for not less than 30 days prior notice to the Authority of any cancellation or nonrenewal of the policies or reduction in coverage. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor Indemnification of the Authority pursuant to Section 5.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

## 7 Miscellaneous

- 7.1 Independent Contractor Contractor shall be considered an independent contractor and shall not be deemed an employee, agent or representative of the Authority. Contractor shall provide the Services according to Contractor's own lawful means and methods of work, which shall be in the exclusive charge and control of Contractor, and which shall not be subject to the control or supervision of the Authority, except as to the results of any of the Services performed by Contractor; provided, however, that Contractor shall cooperate fully with the efforts of the Authority's personnel. Contractor shall be responsible for Contractor's acts, and the acts of Contractor agents and employees, if any, while engaged in the performance of the Services. Contractor agrees to conform to and abide by all Applicable Laws.
- 7.2 Taxes and Benefits Contractor acknowledges and agrees on behalf of itself, its affiliates and its agents and employees that as an independent contractor to the Authority, no federal, state, or local taxes or social security withholdings will be made by the Authority from the payments to Contractor under this Agreement. Contractor agrees to report and pay any contributions for taxes and its employees. Contractor acknowledges and agrees on behalf of itself, its affiliates and its agents and employees that neither Contractor nor any of its affiliates, agents or employees shall participate in, qualify for or in any way be entitled to any the Authority benefits available to employees of the Authority, including vacation benefits, 401 (k) plan, or insurance, or pension program. Contractor shall indemnify, defend and hold the Indemnified Parties harmless from and against all Losses resulting from or in any way related to Contractor failure to pay any Taxes (including the employer's share of employment taxes should Contractor ever be found to be an employee of the Authority notwithstanding the contrary provisions of this Agreement).
- 7.3 Unauthorized Acts Contractor shall not make any disbursement or other payment of any kind or character out of the compensation paid to Contractor under this Agreement or otherwise, or take or authorize the taking of any other action, which contravenes any Applicable Law. Contractor shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all Losses resulting from or in any way related to any unauthorized or unlawful acts of Contractor (or from any violations by Contractor of any Applicable Law, whether willful or not).
- 7.4 Force Majeure In the event of a "Force Majeure," as defined below, the affected party, following written notice to the other party describing in detail such Force Majeure, may suspend such party's performance hereunder and shall not have any liability to other party due to such Force Majeure or such suspension, and, furthermore, in the event such Force Majeure continues unabated for a period of ten (10) days and renders either party unable, wholly or in part, to carry out any material part of its obligations under this Agreement,

then such party shall have the right to terminate this Agreement and shall not have any liability to other party due to such Force Majeure or such termination. Force Majeure means any event relied upon by either party to this Agreement, and not the fault of such party, as justification for delay in or excuse from complying with any obligation required of such party under this Agreement, including, without limitation:

- (i) An act of God, landslide, lighting, earthquake, fire, explosion, terrorist act, strike, storm, flood or similar occurrence;
- (ii) Any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement with respect to the transportation of waste; the adoption of change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the effective date of this Agreement, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations herein; or
- (iii) The institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the transportation of waste.

- 7.5 Notices All notices or other communications required or permitted under this Agreement shall be in writing and shall be given by depositing the same in the United States mail, addressed to the party to be notified at the address shown on the signature page to this Agreement, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such party at the address for such party shown on the signature page of this Agreement. Notice shall be deemed given and effective the day personally delivered, the day sent by overnight courier, subject to signature verification, or the day of deposit in the U.S. mail of a writing addressed and sent as provided above. Either party may change the address for notice by notifying the other parties of such change in accordance with this Section 7.5.
- 7.6 Entire Agreement This Agreement (including Schedules A, B, and C) constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreement or understanding relating to the subject matter hereof. Except as otherwise provided herein, this Agreement may be modified or amended only by a written instrument executed by both parties hereto.
- 7.7 Choice of Law Venue This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of South Carolina. The parties agree to the exclusive jurisdiction of the federal courts in the State of South Carolina and agree that such courts shall be a proper place for venue in connection with any litigation initiated under this Agreement.
- 7.8 Waiver of Jury Trial By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (a) waive any right to trial by jury; (b) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (c) agrees that the other party to this Agreement may file an original counterpart or a copy of Sections 7.7 and 7.8 with any court as written evidence of the consents, waivers and agreements of the parties set forth in such Sections.
- 7.9 Remedies If Contractor violates, or threatens to violate, Section 4 of this Agreement (the "Confidentiality"), the Authority shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or benefits that the violating party, directly or indirectly, realized or may realize as the result of, arising out of, or in connection with any such violation or threatened violation. Contractor acknowledges and agrees that if it breaches any such Confidentiality provision, such breach would cause irreparable harm to the Authority and, in the event of such breach, the Authority shall be entitled, in addition to monetary damages and to any other remedies available to the Authority under this Agreement and at law, to equitable relief, including injunctive relief.

- 7.10 Legal Fees If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged breach of or default under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- 7.11 Assignment: Binding Effect Contractor shall not subcontract or assign this Agreement or its rights or obligations under it without the Authority's prior written consent. Such consent shall not be unreasonably withheld. The Authority may assign this Agreement or its rights under it without Contractor consent; provided, however, that in the case of any such assignment, the Authority shall cause the assignee to assume the Authority's obligations under this Agreement, whereupon the Authority shall be released and shall have no further liabilities or obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.
- 7.12 Severability If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under Applicable Laws, such provision will be deemed amended to the extent necessary to conform to Applicable Laws or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Agreement will remain in full force and effect.
- 7.13 No Waiver No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.
- 7.14 Damages Other than as set forth herein, neither party hereto shall be responsible to the other for any indirect or consequential damages resulting from or in connection with the execution or performance of such party's obligations pursuant to this Agreement or such party's breach thereof.
- 7.15 Construction The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The term "include" or "including" means include or including, without limitation.
- 7.16 Survival The provisions of Sections 4, 5, 6, and 7 shall survive the expiration or earlier termination of this Agreement.
- 7.17 Counterparts This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one in the same instrument. Facsimile transmission of executed signature pages of this Agreement shall be deemed as execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**Contractor**

**The Three Rivers Solid Waste Authority**

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

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

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

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

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

DRAFT



## SCHEDULE A

### Scope of Services

Contractor will provide, in a timely manner, all equipment, supplies, materials, and labor to transport the Municipal Solid Waste (MSW) received at the Member County Transfer Station(s) to the Landfill, as specified in Schedule B. The Authority will be responsible for providing an attendant at the landfill for queuing and positioning of transfer trailers.

The Member's transfer stations are bi-level (full grade separation) type facilities with tipping floor storage. Loading equipment will be used by Member County staff to load and compact waste from the upper level into an open-top transfer trailer on the lower floor. Excluding live loaded trailers, each individual Member County will assume responsibility for positioning and loading the transfer trailers provided by Contractor and returning the loaded transfer trailer to a designated area pending transport by the Contractor to the Landfill. Live loaded trailers will be positioned by Contractor and loaded by the Member County and transported by Contractor to the Landfill. The Contractor is responsible for covering all loads before transport. Loaded trailers remaining at the transfer station Saturday afternoon will be hauled on Monday morning.

Contractor shall pay all labor, machine costs, fuel, and operating expenses associated with the transportation of MSW to the Landfill. Contractor shall transport all loaded trailers to the Landfill as expeditiously as practical. Upon arrival, the transfer trailer driver will proceed to the scale house for check in and weighing. The driver will provide the scale house operator a copy of the manifest obtained from the respective transfer station. The driver will proceed to the working face of the landfill at the direction of the scale house operator. It is the responsibility of Contractor to un-tarp or to uncover the trailers. After off loading, the driver shall return to the scale house for weighting if no tare weights have been recorded for such vehicle.

Contractor is responsible for transporting loaded trailers to the Landfill during the following hours:

- Monday through Friday from 6:30 am to 4:30 pm
- Saturday from 7:00 am to 12:00 pm

The Landfill will be closed on the following holidays:

- New Year's Day
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Christmas Day

Other holiday closings or opening delays will be approved by the Authority and posted at the landfill scale house.

The Authority shall take commercially reasonable steps to accommodate any requisite Contractor scheduling changes necessitated by holidays or circumstances beyond the control of Contractor subject, however, to regulatory and operational considerations applicable to the Authority or its member counties.

The Authority shall further use commercially reasonable efforts to afford Contractor ease of access to both the tipping areas and working face of the Landfill and to provide 30 minute or less elapse time for Contractor equipment to enter and exit the Landfill.

## SCHEDULE B

### Contact Price and Location

Initial fees, subject to adjustment as set forth in the Agreement to which this Schedule B is attached, are included as follows:

- From: Orangeburg County Transfer Station located at 310 Endicott Court, Orangeburg, SC for a transportation rate of \$\_\_\_\_\_ per haul
- Barnwell County Transfer Station located at 155 Landfill Road, Barnwell, SC for a transportation rate of \$\_\_\_\_\_ per haul
- Bamberg County Transfer Station located at 3502 Capernaum Road, Bamberg, SC for a transportation rate of \$\_\_\_\_\_ per haul
- Tri-County Transfer Station located at 14 Transfer Drive, Johnston, SC for a transportation rate of \$\_\_\_\_\_ per haul

#### **Fuel Surcharge:**

Contractor shall adjust the rate based on Pertinent Region DOE fuel pricing on the Monday of each week hauled by the following surcharge schedule:

Cost of Fuel - \$\_\_\_\_\_ per gallon)/5.00 miles per gallon X Round Trip Miles = Fuel Surcharge per Load

Orangeburg County Round Trip Miles = 146

Barnwell County Round Trip Miles = 66

Bamberg County Round Trip Miles = 92

Tri-County Round Trip Miles = 85

#### **CPI Adjustment:**

Contractor shall have the right to adjust on each anniversary of the Effective Date after its Transportation Rate for the Services by the net percentage of increase in the Consumer Price Index for Urban Consumers (all items), as published for the South Urban area by the Bureau of Labor Statistics of the United States Department of Labor, or any successor governmental agency, between the date of the previous adjustment and the most recent anniversary of the Effective Date; provided, that in no event shall any annual CPI Adjustment pursuant to the terms of this provision be less than 1% and shall not be more than 4%. \_\_\_\_\_ shall exercise its adjustment right by notice to the Authority within forty-five (45) days after the anniversary of the Effective Date. If such Index is not published by the Bureau of Labor Statistics or another governmental agency at any time during the term of the Agreement, or if such Index is renamed, discontinued, or superseded, then the calculations based on the Index shall be made by using the most comparable statistics on the purchasing power of the consumer dollar as published by a responsible financial authority selected by the Authority and Contractor.

#### **Non-Performance Fees**

The Contractor must acknowledge that if the Contractor does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the Member County(ies), its facilities, and the Authority may suffer damages which are difficult to determine and adequately specify. Non-performance fees may include the following:

Transfer Services:

- Failure to transport all received materials at the transfer station during scheduled hours of operation: \$500 per day, up to \$5,000 per day per facility.
- Failure to comply with notice requirements regarding transitioning from primary plan to back up plan: \$250 per instance per day.
- Failure to comply with any key operation procedures or requirements not covered by other items of a facility Operations Plan:
  - 1st instance in Agreement year – written notice
  - 2nd instance in Agreement year – \$250 per instance per facility
  - Every additional instance in Agreement year – \$500 per instance per facility

General Equipment, Maintenance, and Facility Condition

Failure to comply with minimum equipment requirement:

- 1st instance in Agreement year: written notice
- 2nd instance in Agreement year: \$250 per instance per facility
- Every additional instance in Agreement year: \$500 per instance per facility

Disposal Facilities

Causing any material loaded into containers for the Proposer via the Agreement to be delivered to any backup or other facility without the written consent of the Authority and Members in accordance with the communications procedures outlined in the respective facility Operations Plan: \$2,000 per occurrence thereafter.

Reporting

Failure to comply with drafting and updating Operations Plans as required – \$100 per instance per day.

Failure to comply with Agreement and regulatory reporting as required – \$100 per instance per day.

## SCHEDULE C

### Supplementary Conditions

- 1 Contractor shall not film or photograph the facilities or activities at the Transfer Station or the Landfill without prior written approval of the Authority.
- 2 Contractor shall not allow personnel, subcontractors and suppliers to smoke at the Transfer Station or the Landfill.
- 3 Contractor shall not allow personnel, subcontractors and suppliers to bring or use firearms, illegal substances, or alcoholic beverages to the Transfer Station or the Landfill.
- 4 Contractor acknowledges that much of the Scope of Services will be performed at operating facilities of the Authority and the Transfer Stations. Contractor will perform the Scope of Services in a manner that does not restrict these existing and future operations of these facilities.
- 5 Contractor agrees that it will not add any material to any load it transports for the Authority nor will it alter in any way the material contained in the load.
- 6 If a load is rejected at the Landfill, Contractor will be further paid the current contracted transportation rate per rejected load to return the load to the Transfer Station, unless the load was altered in route.
- 7 The Authority shall not be required to reimburse Contractor for any overweight fines incurred in transporting solid waste pursuant to this agreement, such fines being the specific responsibility of Contractor. If a load is determined to be overweight, Contractor may inform the origin location and request that the load be reduced to legal weights. In such case Contractor will charge \$ \_\_\_\_\_ per hour beginning 30 minutes after the original entry time of the origin until the time the load is legal weight, tarped and ready to exit the origin facility.
- 8 Contractor shall tarp all loads.
- 9 The Authority agrees to provide grading and lighting as necessary to allow for a smooth and continuous flow of trucks into and out of the Landfill in reasonable times (< 30 minutes per truck).
- 10 The Authority shall provide and maintain suitable access roads to the working face of the Landfill allowing Contractor trucks to enter and exit on their own power without damage to Contractor trucks.
- 11 The Authority agrees to pay for any damages to Contractor trucks, trailers, or equipment caused by the negligence of the Authority that are beyond "normal wear and tear" and which occur and are discovered on or at the Transfer Station or the Landfill (origin facility).
- 12 Any damages incurred by Contractor trucks, trailers, or equipment during loading at the Transfer Station or unloading at the Landfill shall be reported to the Authority prior to exiting the origin facility. Failure to report the damage to the Authority prior to exiting will result in forfeiture of any damage claim.
- 13 The Authority agrees that if for reasons beyond Contractor's control the route changes resulting in significantly more roundtrip mileage or time then the Authority will enter into good faith negotiations with Contractor to adjust the rates accordingly.
- 14 The Authority agrees that if for reasons beyond Contractor's control the times of the Transfer Station or the Landfill change significantly resulting in fewer loads being delivered daily then the Authority will enter into good faith negotiations with Contractor to adjust the rates accordingly.