

By Christine von Kolnitz
 Recycling Coordinator, MUSC 792-1804



State of South Carolina

INVITATION FOR BID

Solicitation : 01-S4363
 Run Date :
 Issue Date :
 Buyer : Don Caughman
 Phone : (803) 737-0814

* Deliver all items to: Medical University of South Carolina
 97 Jonathan Lucas Street
 PO Box 250190
 Charleston, S.C. 29425

Return Bid No Later Than...(Opening Date/Time January 31, 2002 11:00am)

Posting Date

Return Bid To: Materials Management Office
 P.O. Box 101103
 Columbia, S.C. 29211

Express / Hand-Carry To: 1201 Main St. - Suite 600
 Capitol Center - Affinity Bldg.
 Columbia, S.C. 29201

Description: Refuse and Recycling Collection and Disposal Service for the Medical University of South Carolina

Maximum Contract Period: 3/01/02 to 2/28/07

MUST BE SIGNED TO BE VALID

By signing this bid, I certify that we will comply with all requirements of section 44-107-10, ET Seq., Relating to the S.C. Drug-Free Workplace Act.

***** Solicitation Number and Opening Date must be shown on sealed envelope *****

Award will be posted at Express/Hand-Carry to: address listed above and at our website address www.state.sc.us/mmo/mmo/

AUTHORIZED SIGNATURE		PRINTED NAME		DATE
COMPANY			STATE VENDOR NO. (IF KNOWN)	
MAILING ADDRESS			SOCIAL SECURITY OR FEDERAL TAX NO.	
CITY	STATE	ZIP CODE		PHONE
EMAIL ADDRESS: (Please provide)				CONTRACT NO.
ACCEPTED BY STATE OF SOUTH CAROLINA AS FOLLOWS:				
BUYER				DATE

PROVISIONS AND CLAUSES BY REFERENCE

THE FOLLOWING S.C. STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES, THE FULL TEXT OF WHICH IS POSTED ON THE MATERIALS MANAGEMENT OFFICE WEBSITE @ www.state.sc.us/mmo/ops/chgbid.doc AND POSTED IN THE MATERIALS MANAGEMENT OFFICE OR AVAILABLE UPON REQUEST, ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT.

STANDARD SOLICITATION PROVISIONS (APPLIES TO ALL SOLICITATIONS)

NOTIFICATION OF CONTRACT AWARD	AWARD CRITERIA
DISCUSSIONS/NEGOTIATIONS	REJECTION
INSTRUCTIONS TO BIDDERS	COMPETITION
BID REJECTION/CANCELLATION	WAIVER
UNIT PRICE GOVERNING	ORDER OF PRECEDENCE
BIDDERS QUALIFICATION	CORRECTION OF ERRORS
SOLICITATION AMENDMENTS	PURCHASING LIABILITY
BIDDERS RESPONSIBILITY	TAX CREDIT AVAILABILITY
DEBARRMENT/SUSPENSION	INDEMNIFICATION
RISK OF LOSS	RECORDS RETENTION
	DISCUSSION WITH BIDDERS

GENERAL CONTRACT CLAUSES (APPLIES AS INDICATED BELOW)

OPEN MARKET CONTRACTS

DEFAULT	GOVERNING LAW
CONTRACT ADMINISTRATION	ASSIGNMENT
FORCE MAJURE	AFFIRMATIVE ACTION
SAVE HARMLESS	CONTRACT AMENDMENTS
PUBLICITY RELEASES	PROTECTION OF HUMAN HEALTH
QUALITY OF PRODUCT	PAYMENT FOR GOODS & SERVICES

STATEWIDE TERM CONTRACTS

AGENCY CONTRACTS

DEFAULT	DEFAULT
NON-APPROPRIATIONS	NON-APPROPRIATIONS
CONTRACT ADMINISTRATION	CONTRACT ADMINISTRATION
FORCE MAJURE	FORCE MAJURE
SAVE HARMLESS	SAVE HARMLESS
PUBLICITY RELEASES	PUBLICITY RELEASES
QUALITY OF PRODUCT	QUALITY OF PRODUCT
GOVERNING LAW	GOVERNING LAW
TERMINATION	TERMINATION
ASSIGNMENT	ASSIGNMENT
AFFIRMATIVE ACTION	AFFIRMATIVE ACTION
ITEM SUBSTITUTION	ITEM SUBSTITUTION
RESTRICTIONS/LIMITATIONS	RESTRICTIONS/LIMITATIONS
PURCHASES FROM OTHER SOURCES	PURCHASES FROM OTHER SOURCES
CONTRACT PARTICIPATION	CONTRACT AMENDMENTS
CONTRACT AMENDMENTS	PROTECTION OF HUMAN HEALTH
PROTECTION OF HUMAN HEALTH	PAYMENT FOR GOODS & SERVICES
PAYMENT FOR GOODS & SERVICES	
SOUTH CAROLINA PURCHASING CARD	
CONTRACT AMENDMENTS, MODIFICATIONS, & CHANGE ORDERS	

S.C.RESIDENT VENDOR PREFERENCE

SOUTH CAROLINA RESIDENT VENDOR PREFERENCE: A vendor is considered to be a resident of this State if the vendor is authorized to transact business within the State, *maintains an office in the State, maintains a minimum \$10,000.00 representative inventory at the time of the bid, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and has paid all assessed taxes. (Re: section 11-35-1524 of the South Carolina Procurement Code).

*All bidders requesting this preference **must** place your initials here: _____.

*ADDRESS & PHONE # OF S.C. OFFICE. (MUST BE COMPLETED IF MAKING CLAIM)

ADDRESS _____ PHONE # _____

>>>>>PREFERENCE DOES NOT APPLY TO PROCUREMENTS UNDER \$10,000.00<<<<<<

BID ACCEPTANCE PERIOD: In compliance with the invitation, and subject to all conditions thereof, the signed offers and agrees, if this bid is accepted within _____ days from date of opening, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above.

RIGHT TO PROTEST: Any vendor desiring to exercise rights under section 11-35-4210 (right to protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to: Chief Procurement Officer, Office of General Services, 1201 Main Street, suite 600, Columbia, S.C. 29201. Note: Does not apply to small purchases (less than \$25,000. in actual or potential value) section 11-35-1550(3).

TAX CREDIT AVAILABILITY: Vendors interested in income credit availability by subcontracting with certified minority firms should contact the office of Small & Minority Business Assistance , 1205 Pendleton Street, Columbia, S.C. 29201. (803/734-0657)

DEBARRMENT/SUSPENSION: By submission of a response to this solicitation, bidders are certifying it is not suspended or debarred from doing business with any other governmental entity.

INDEMNIFICATION: The State of South Carolina, it's officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

RISK OF LOSS: The CONTRACTOR shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

RECORDS RETENTION & RIGHT TO AUDIT: The State shall have the right to audit the books and records of the CONTRACTOR as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The State may conduct, or have conducted, performance audits of the CONTRACTOR. The State may conduct, or have conducted, audits of specific requirements of this Bid as determined necessary by the State.

Pertaining to all audits, CONTRACTOR shall make available to the State access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the CONTRACTOR shall be made available for auditing purposes at no cost to the State.

STAFF LEASING SERVICES: "The contractor shall not engage the services of any staff leasing company pursuant to S.C. Code ann. section 40-68 10 (1976) et seq. To perform any services required under the terms and conditions of this contract without the expressed written consent of the State. Unauthorized use of a staff leasing services company by the contractor to fulfill the terms and conditions of this contract shall result in termination of the contract for cause".

SPECIAL SOLICITATION PROVISIONS

Scope of Services

The purpose of this bid invitation is to provide a source or sources for services as listed herein for agency(s) shown on page 1 of bid. (TCP013)

Type of Contract

An agency contract or contracts will be awarded by the Materials Management Office for the period indicated and in accordance with the provisions and conditions of this solicitation. (TCP021)

Volume

Quantities shown herein are estimated requirements for the contract period and the State of South Carolina does not obligate itself to purchase the full quantities indicated but the price offered must be allowed should the quantities be less. The State's requirement may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth, except that the contractor shall not be required to ship any amount in excess of the normal use requirements of the ordering agency for a period beginning with the date of the purchase order and sixty (60) days after expiration of the contract. (TCP033)

Bidding

Bid only as specified. (TCP510)

Evaluation/Award

Award will be made to one bidder for all services. (TCP068)

Specifications

The attached detailed specifications must be complied with in providing the services identified herein. (TCP701)

Inspection Rights

The State reserves the right to inspect and approve the equipment offered under the specifications of this solicitation.

SPECIAL CONTRACT CLAUSES

Bidding Condition of Price

Bid price must be fixed for the initial contract period, except the State shall be advised of, and receive the benefit of, any price decrease. The contractor must agree to provide written price reduction information within ten (10) days of its effective date. (TCC011)

Insurance Requirements

The successful contractor must furnish within ten (10) days after written acceptance of bid copy of his liability Worker's Compensation insurance certificate to the contracting agency. (TCC200)

Indemnification

The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid. (TCC051)

Service

All bidders are required to have an adequate service organization with local service representative for the geographical area for which the bid is applicable. The service representative should be employed by the bidder or designated by him as his authorized representative on a full time basis and not as a subcontractor. (TCC091)

Term/Option To Extend:

Initial contract period: from 03/01/02 to 2/28/02. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. The extensions may be less than, but will not exceed four (4) additional one year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the Materials Management Office of its intention in writing 90 days prior to the anniversary date. The University/State reserves the right to terminate this agreement at any time with 30 days written notice.

Price Adjustment Based On Contractors Cost

Request for price increase must be submitted, in writing to the Materials Management Office at least ninety (90) days prior to the automatic renewal date. (price increases will only become effective if approved in writing by the Materials Management Office). The maximum increases will not exceed the unadjusted percent change from the previous year shown in table 6 of the Producer Price Indexes (PPI) for commodities, the Consumer Price Index (CPI) for all urban consumers (CPI-U) "all items" for services or the current market conditions as determined by the contract administrator. (TCC120)

IMPORTANT NOTICE

APPLIES TO NONRESIDENTS ONLY

BIDDER/OFFEROR:

S.C. WITHHOLDING TAX AMENDMENTS
CODE SECTION 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended The Above-Referenced Code Section To Eliminate Withholding From Payments To Nonresident Contractors And Rental Recipients If The Nonresident Is Registered Or Registers With The S.C. Department Of Revenue Or The S.C. Secretary Of State's Office. The Nonresident Must Provide An Affidavit To Whomever They Are Contracting With To That Effect.

The Affidavit Will Be Retained By The Entity Or Person Letting The Contract To The Nonresident. In The Absence of an Affidavit Being Provided, Withholding Will Be Required (Contracts--2%, Rental Or Royalty Recipients--7% For Corporations, Or 5% For Individuals And Partnerships).

The Filing Of The Affidavit Affirming Registration By The Nonresident Eliminates The Requirement To Withhold By Those Letting Contracts To Nonresident As Well As The Posting Of The Surety Bond By The Non Resident. Enclosed Is An Affidavit And Instructions To Be Used When Contracting With Nonresidents.

Forms To Register For All Taxes Administered By The South Carolina Department Of Revenue May Be Obtained By Calling The License And Registration Section At 803 898-5872 Or Writing The S.C. Department Of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

Instructions - Nonresident Taxpayer Registration Affidavit

Requirements To Make Withholding Payments: Code Section 12-9-310 (A) (3) Requires Persons Hiring Or Contracting With A Nonresident Taxpayer To Withhold 2% Of Each Payment Made To The Nonresident Where The Payments Under The Contract Exceed \$10,000.00 In Any One Calendar Year.

Code Section 12-9-310 (A)(2) Requires Persons Making Payment To A Nonresident Taxpayer Of Rentals Or Royalties At A Rate Of \$1,200.00 Or More A Year For The Use Of Or For The Privilege Of Using Property In South Carolina To Withhold 7% Of The Total Of Each Payment Made To A Nonresident Taxpayer Who Is Not A Corporation And 5% If The Payment Is Made To A Corporation.

Purpose Of Affidavit: A Person Is Not Required To Withhold Taxes With Regard To Any Nonresident Taxpayer Who Submits An Affidavit Certifying That It Is Registered With The South Carolina Secretary Of State Or The South Carolina Department Of Revenue.

Term And Duration Of Affidavit: It Is Recommended That An Affidavit Be Obtained From A Nonresident Taxpayer For Each Separate Contract Or Agreement. Otherwise, The Affidavit Submitted By A Nonresident Tax Payer Shall Remain In Effect For A Period Of Three (3) Years, Or For A Lesser Time If The Person Earlier Receives Notice Of Revocation Of Exemption From Withholding From The S.C. Department Of Revenue.

STATE OF SOUTH CAROLINA, DEPARTMENT OF REVENUE
THIS AFFIDAVIT APPLIES TO NONRESIDENTS ONLY

(I-312)

Nonresident Taxpayer Registration Affidavit, Income Tax Withholding

The Undersigned Nonresident Taxpayer On Oath, Being First Duly Sworn, Hereby Certifies As Follows:

1. Owner, Partner(s) Or Corporate Name Of Nonresident Taxpayer:

2. Trade Name (Doing Business As): _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring Or Contracting With:

Name: _____

Address: _____

_____ Receiving Rentals Or Royalties From:

Name: _____

Address: _____

6. I Certify That The Above Named Nonresident Taxpayer Is Currently Registered With:

(Check Appropriate Box):

() The South Carolina Secretary Of State Or

() The South Carolina Department Of Revenue

Date Of Registration _____

7. I Understand That By This Registration, The Above Named Nonresident Taxpayer Has Agreed To Be Subject To The Jurisdiction Of The S.C. Department Of Revenue And The Courts Of South Carolina To Determine Its South Carolina Tax Liability, Including Estimated Taxes, Together With Any Related Interest And Penalties.

8. I Understand The South Carolina Department Of Revenue May Revoke The Withholding Exemption Granted Under Code Section 12-9-310 At Any Time It Determines That The Above Named Nonresident Taxpayer Is Not Cooperating With The Department In The Determination Of Its Correct South Carolina Tax Liability.

The Undersigned Understands That Any False Statement Contained Herein Could Be Punished By Fine, Imprisonment Or Both.

_____(Seal) _____
(Signature Of Owner, Partner Or Corporate Officer) Date

If Corporate Officer State Title: _____

(Name - Please Print)

S.C. STATE BUDGET & CONTROL BOARD
OFFICE OF GENERAL SERVICES
MATERIALS MANAGEMENT OFFICE
1201 MAIN STREET, SUITE 600
COLUMBIA, SC 29201

SPECIFICATION FOR REFUSE COLLECTION AND DISPOSAL SERVICE

(This specification is released for procurement purposes until revised, rescinded, or withdrawn.)

SCOPE

This specification covers refuse, trash and recycling collection, transportation and disposal services. The work required includes the furnishing of all labor, transportation, equipment and materials necessary to provide the required level of services.

I. CLASSIFICATION

This section is not applicable.

II. APPLICABLE STANDARDS

This section is not applicable.

III. REQUIREMENTS

A. Description of Refuse and Recycling

Refuse for collection described in this specification shall include paper, rags, bottles, metal, boxes, cloth, cans, cartons, crates, worn out articles of equipment and furniture, etc. Recycling for collection described in this specification shall include paper, metals, construction materials, yardwaste, etc.

B. Refuse and Recycling Collection

The Contractor must be responsible for the collection, transportation and disposal of the contents from each container. Each container must be emptied, returned to its original position and lid replaced or hoses reconnected. Garbage and refuse spilled by collectors must be swept up and removed during the current pickup. All open top containers must be covered for over the road transportation. The Contractor must be responsible for any garbage that leaves the container during transportation.

C. Disposal

All refuse, trash and recycling must be collected, transported, and disposed of or recycled away from the agency. Refuse or trash must be taken to the Charleston County designated facility. Yardwaste must be taken to a designated composting facility that is mutually beneficial for the Contractor and the University. Pallets must be taken to Hammond Wood Recycling facility. Scrap Metal must be taken to Charleston Steel and Metal Company located on Brigade Street. Paper products must be taken to Paper Stock Dealers located on Braswell Street. If a driver is hauling recyclables and is turned away from a recycling facility for any reason he must attempt to contact the waste manager for further instructions. If the waste manager cannot be reached and the recyclables are disposed of as refuse or trash then the waste manager must be notified as soon as possible. Disposal must be accomplished in accordance with the rules and regulations of the State of South Carolina, and the US Federal Government, including but not limited to the South Carolina Solid Waste Policy and Management Act of 1991 and the Resource Conservation and Recovery Act.

D. Proof of Sufficient Equipment

The bidder, prior to the execution of the contract, must be required to show proof that he has sufficient equipment and personnel to provide services required with necessary backup equipment to cover break down of scheduled maintenance activities.

E. Equipment

All equipment must comply with all applicable codes. Containers must have leak proof bodies of a type specifically designed for this service. Equipment must be properly maintained so that doors, latches, covers, etc., function in the proper manner. Refuse or trash compactors, when required, must be properly

installed on a concrete pad and must be kept in good operational condition. The packer-serviced units must be equipped with a panic-proof control panel; i.e. any control button pushed during the advancing stroke of the ram will reverse or stop the ram. Sabin Street packers must be equipped with a pressure gauge. Packers must be equipped with a single ram. All electrical wiring servicing the hopper must be enclosed in conduit. The hopper and the container must be leak proof. The packer ram must remain extended after the packing cycle. The cardboard packers must contain some type of breaker bar retainer teeth. The packers must be equipped with the correct steel frame fabrication scheme for the location. The Contractor will be required to walk through prior to bidding to find out what types of steel frames are set up on each compactor.

All vehicles used by the Contractor in conjunction with this contract must be equipped with a warning device, which automatically sounds when the vehicle is in reverse gear. Should the Contractor be required to use a vehicle without such a warning device, an employee of the Contractor must manually sound an alarm and act as a guide to caution all pedestrians in the area that the vehicle is backing up.

The University owns 3 open-top 20 yd containers and 4 enclosed 30 yd containers. The Contractor may dump and switch the 3 open-top 20 yd containers on the condition that the University always has the use of a sanitary, well-maintained open-top 20 yd container. At the end of the contract the University must retain 3 well maintained open-top 20 yd containers.

The unit located at University Transportation Services located on Morrison Drive requires a key for early morning entry. A key will be provided to the Contractor.

The unit at 30 Bee is in a parking lot with a gate that automatically opens to let a vehicle in. There is a call button on the gate that the driver can use to call someone to let them out.

F. Campus Aesthetics

All containers used in providing service in accordance with this specification must be periodically cleaned and deodorized to maintain them in a sanitary condition and to eliminate breeding of vermin, insects, objectionable odors and unsightly outward appearance. Special attention in cleaning must be given to seams and rolled edges of containers and covers. The cleaning and disinfecting of containers will be subject to approval of the South Carolina Department of Health and Environmental Control and the using agency. Exterior of containers must be painted and the painted surfaces kept up so that a presentable appearance is maintained.

According to the schedule, the Contractor will be required to take a container(s) off site to be cleaned and disinfected. The Contractor must then either provide a replacement container equal to the container removed or provide a suitable container temporarily while the permanent container is being cleaned and disinfected.

Delivery, Collection, Maintenance and Cleaning Schedule

Front Load 4,6 and 8 yds	Beginning of contract all containers must be steam cleaned, painted and all parts working. Regular maintenance to keep all parts working at all times a must. Must steam clean as necessary or midway through 5-year contract period. Must deodorize as necessary. Must paint as necessary or midway through 5-year contract period. The following containers must be emptied before 7:00am to avoid traffic and parking problems: SON, CHRP, Fam Pract, Univ Transportation, Psych, HOT, 30 Bee. Must be delivered within 24 hours of on-call request. Must be emptied within 24 hours of on-call request
Compactors	Beginning of contract all containers must be steam cleaned, painted and all parts working. Regular maintenance to keep all parts working at all times a must. Must steam clean as necessary or at least 4 times a year during 5-year contract period. Must deodorize as necessary. Must paint as necessary or midway through 5-year contract period. Sabin Street Compactors must be collected before 7:00am every morning.

Must be emptied within 24 hours of on-call request.

Permanent Roll-Off Containers

Beginning of contract all containers must be steam cleaned, painted and all parts working.
Regular maintenance to keep all parts working at all times a must.
Must steam clean as necessary
Must paint as necessary or midway through 5-year contract period.
Must be delivered within 24 hours of on-call request.
Must be emptied within 24 hours of on-call request.

Temporary Roll-Off Containers and Other Temporary Containers

Must be clean of all debris.
Regular maintenance to keep all parts working at all times a must.
Must be delivered within 24 hours of on-call request.
Must be emptied within 24 hours of on-call request.

If at any time while on University or Hospital property, fuel, motor oil, hydraulic fluid or other vehicle fluids, leak and or spill from the Contractor's vehicle or equipment, the driver is to immediately report the incident to the waste manager. The Contractor will be required to respond to complaints regarding these matters within twelve (12) hours of notification. The contractor is responsible for all costs associated with any clean up.

Extreme care must be exercised to avoid damaging trees, shrubs, plants, containers, buildings or other structures. If any of the above is damaged or destroyed due to negligence of the contractor, they must be repaired or replaced by the contractor at no cost to the University or Hospital.

G. Compactor Weight

The contractor must forward to the agency on a monthly basis, receipts and/or tabulations sufficient to enable the agency to determine the yardage/tonnage of refuse being removed from each of the compactor units and open top units on a per dump basis including date. If the incinerator is on by-pass, the contractor must include information detailing the date, weight of container, and where the container was taken.

The overall weight average for the five trash compactors listed in this specification was **4.52** tons per haul during the 2000 calendar year and through September of the 2001 calendar year it was **4.85** tons per haul. Attached is a letter from the County of Charleston dated April 20, 1998, which addresses this issue.

H. Adjustment of Services

The state reserves the right to adjust the size, number of containers, frequency of pick-ups or number of locations as may be deemed necessary during the contract period. The unit cost per container shall be utilized to obtain the change in contract price resulting in adjustments in service.

I. Variation in Pick-Up

Most units are located in heavily traveled areas and therefore will be difficult to reach for the contractor after 8:00am. Should the Contractor miss a pickup, for whatever reason, a credit in accordance with the bid price must be applied to the monthly invoice. Additional pickups at the agencies request must also be at the specified bid price. Should a compactor, when used, be broken and out of service, a proportional credit (% of days/month(s) out of service) must be applied to the monthly unit rental charges.

Any containers that are listed as "on call" in the collection schedule will require a 24-hour response time from the time the call is placed to the contractor.

J. University and Hospital Liaisons

The Solid Waste and Recycling Coordinator shall serve as the University primary contract representative. The University primary contact must authorize all contract changes. A list of authorized persons from the

University and Hospital along with the facilities they represent, and their telephone numbers will be exchanged for the purpose of handling emergencies and ordering temporary containers only.

K. Contractor Liaison

The Contractor must provide a primary representative to coordinate all matters pertaining to this contract. In the event that the Contractor's primary liaison is not available for any reason, a secondary contact must be provided as well. The Contractor must provide the name, telephone number, fax number, email address, business cell phone number, business pager number, emergency telephone number and normal working hours of their primary and secondary liaisons. The Contractor must notify the University primary contact of any changes regarding their liaison or if their liaison will be unavailable due to vacation, extended sick leave, etc.

The Contractor must perform a mandatory walk through with the Waste Manager prior to the bid opening.

L. Invoicing

Invoices must be submitted on a monthly basis. Each compactor, roll-off container and front load container must be invoiced separately. Recycling invoices must have the ticket numbers provided by the recycling business for each service. All invoices must include the location of the container, description of service, cost of service and total cost for the month. All invoices must be mailed in one envelope.

In the event that a fine is incurred at the incinerator for one of our refuse or trash units the Contractor must fax a copy of the fine as soon as possible. A fine must show up as a separate line item on an invoice.

There will be no additional haul charges added to the invoice for any dumpsters turned away at recycling facilities if the contractor cannot show proof that the driver actually was turned away from the recycling facility. If a driver is hauling recyclables and is turned away from a recycling facility for any reason he must attempt to contact the waste manager for further instructions. If the waste manager cannot be reached and the recyclables are disposed of as refuse or trash then the waste manager must be notified as soon as possible. Disposal charges for recyclables must show up as a separate line item on an invoice and must list the disposal location.

The contractor must forward to the agency on a monthly basis, receipts and/or tabulations sufficient to enable the agency to determine the yardage/tonnage of refuse being removed from each of the compactor units and open top units on a per dump basis including date. If the incinerator is on by-pass, the contractor must include information detailing the date, weight of container, and where the container was taken.

M. Revenue From the Sale of Recyclables

When valuable recyclable materials are hauled to the processor the driver must always tell the processor the material is from MUSC so the processor can credit the correct account. The driver must never accept cash or check payments from the processor for the recyclable material.

N. Permits and Responsibilities

The contractor must, without additional expense to the state, be responsible for obtaining any necessary license and permits, and for complying with any applicable Federal, State and local laws, codes and regulations in connection with the prosecution of the work. Contractor must be similarly responsible for all damages to persons or property that occur as a result of his/her fault or negligence.

O. Insurance

The contractor shall provide and maintain during the entire period of performance under this contract the following minimum insurance:

<u>TYPE</u>	<u>AMOUNT</u>
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Comprehensive General Liability	\$300,000 per occurrence for bodily injury.
Comprehensive Automobile Liability	\$100,000 per person and \$300,000 per accident for bodily injury and \$10,000 for property damage.
Workman's Compensation	Coverage for all individuals engaged in any work under this contract, and meeting requirements of S.C. laws regarding same.

Prior to commencement of work hereunder, the successful bidder must furnish to the state a certificate or written statement of the above required insurance. The policies evidencing required insurance must contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the state in such insurance must not be affective for such period as may be prescribed by the laws of the State of South Carolina.

P. Performance

Submission of a bid must be accepted as prima-facie evidence that bidders have examined the specifications and have satisfied themselves as to the nature and location of the service and all other matters that may in any way affect the service or cost thereof under this proposed contract. Any failure of the bidders to acquaint themselves with all available information, including physical survey of the site of the proposed work, will not relieve them from performing all the services required for a complete finished job. The above brief outline of principal features of the work will in no way limit the responsibility of the Contractor to perform all services and furnish all plant, labor and materials required by this specification.

Q. Strike or Work Stoppage

The State reserves the right to engage temporary collection and disposal service from any available source in the event the contractor is not able to provide the services called for in this specification for any reason whatever, including strikes, work stoppage for breakdown in equipment, and charge contractor with cost for the temporary services.

R. Escalation

In the event of a change in the minimum wage rates by the Federal Government or of other substantial changes in wage rates which may arise beyond the control of the contractor, the contract prices may be adjusted to reflect the changes in labor costs. The amount of any adjustment shall be determined by mutual agreement between the contractor and the state.

IV. WARRANTY

The contractor warrants to the state that all work performed as a result of this bid and specifications will be performed in a professional manner consistent with industry practice.

V. SERVICE, PARTS AND MANUALS

This section is not applicable.

VI. ACCEPTANCE EVALUATION

The services provided will be subject to inspection by the agency. All work not in accordance with the specifications will be corrected within 24 hours after notification of deficiency.

VII. DELIVERY AND PAYMENT

Payment for services rendered shall be made monthly based upon valid and approved invoices submitted to the agency. All invoices shall be itemized indicating the number and cost of each container location.

Additional copies of this specification may be obtained from the Materials Management Office, State Procurement, 1201 Main Street, Suite 600, Columbia, SC 29201.

Dumpster Location and Frequency List

Location	# Containers	Size (cu yds)	Days Collected per week	Flat Rate per Month per unit	Yearly Rate
Front Load 4-6-8 cu yds for MSW unless otherwise noted					
SON	1	8	MTWTHF		
Wellness	1	8	MTWTHFS		
CHRP	1	8	TF		
SCN Building	1	8	MTH		
Fam Pract	1	8	TF		
Warehouse	1	4	W		
Print Shop	1	8	W		
Micro Film	1	4	TH		
Univ Transport	1	4	T		
Psych	1	4	MTWTHF		
HOT	2	8	MTWTHF		
Meducare	1	4	Sat		
30 Bee	1	8	MTH		
CMH Cardboard Recycling	1	8	MTH		
Compactors for MSW unless otherwise noted					
BSB	1	30	W	See price sheet	
Sabin	2	30	#1MWFS	See price sheet	
			#2TTHS	See price sheet	
Sabin Cardboard Recycling	1	34	MWF	See price sheet	
Strom Thurmond	1	30	W	See price sheet	
Rut Tower	1	30	T	See price sheet	
CMH	1	30	F	See price sheet	
Safety on Sabin	TBA	TBA	TBA	See price sheet	
30 cu yd Roll-Offs Open Top or Enclosed with Lock					
Rutledge Towers	1	30	T	See price sheet	
Gore Drive	temp	40 yd enclosed	On-Call est 6X yr for 1 day	See price sheet	
30 cu yd Roll-Offs We Own					
Lockwood Lot Yardwaste Recycling	1	20	On-Call est 1X wk	See price sheet	
Lockwood Lot Pallet Recycling	1	20	On-Call est 1X mo	See price sheet	
PG II Scrap Metal Recycling	1	20	On-Call est 1X mo	See price sheet	
Gore Drive Office Paper Recycling	1	30	On-Call est 4X yr	See price sheet	
HOT Office Paper Recycling	3	30	Not currently in use On-Call est 1X yr	See price sheet	
Total Yearly Contract Price					

Price Sheet

I. Break Down Cost for Front Loading Containers

Frequency of Pick-up	2 cu yds	4 cu yds	6 cu yds	8 cu yds
1 x week				
2x week				
3x week				
4x week				
5x week				
6x week				
Extra Pick-up Fee				

II. Break Down Costs for Compactors

	30 Yard Compactor	34 Yard Compactor
Per Haul		
Lease Rate/ Month		
Steam Cleaning Per Service Off Schedule		

III. Break Down Costs for Temporary Roll Off Containers

	10 Cubic Yards	20 Cubic Yards	30 Cubic Yards	40 Cubic Yards
Delivery Fee				
Monthly Fee				
Dump & Switch Fee				
Landfill Fee				

IV. Break Down Costs for Permanent Roll Off Containers

	20 & 30 Cubic Yards <u>Recycling Containers we own</u>	30 Cubic Yards Rutledge Towers
Monthly Fee	N/A	
Dump & Switch Fee* open top containers		
Dump & Return Fee open top or enclosed containers		N/A
Landfill Fee	N/A	
Haul Charge if Any Recycling Container Turned Away at Recycling Facility		N/A

*Refer to Specification III. E. Paragraph 3.

Contractor Liaison

Primary Liaison: _____
Business Hours: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____
Business Cell Phone: _____
Business Pager: _____

Secondary Liaison: _____
Business Hours: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____
Business Cell Phone: _____
Business Pager: _____

Hours of Operation

Please tell us your normal hours of operation: _____

We may need service for our Hospital compactors after hours or on the weekend. Please describe how you will provide emergency services and give us phone numbers we should call:

University and Hospital Liaisons

The Solid Waste and Recycling Coordinator shall serve as the University primary contract representative. The University primary contact must authorize all contract changes. A list of authorized persons from the University and Hospital along with the facilities they represent, and their telephone numbers will be exchanged for the purpose of handling emergencies and ordering temporary containers only.

Billing Address:

Christine Risher von Kolnitz
97 Jonathan Lucas Street
PO Box 250190
Charleston, S.C. 29425

University Primary Contact:

Solid waste and Recycling Coordinator: Christine Risher von Kolnitz
Telephone Number: 843-792-4066
Fax Number: 843-792-0251
Email Address: vonkolnc@musc.edu
Business Cell Phone: 843-343-3589
Business Pager: 843-792-0590 ID # 12294

University Authorized Personnel:

Facility Manager Bruce Mills
Telephone Number 843-792-4666
Fax Number: 843-792-0251
Email Address: millsb@musc.edu
Business Pager: 843-792-0590 ID # 11677

Grounds Supervisor Tom Thurman
Telephone Number 843-792-8405
Email Address: thurmant@musc.edu
Business Pager: 843-792-0590 ID # 12454

Hospital Authorized Personnel:

Hospital Maintenance Manager Fred Miles
Telephone Number 843-792-7891
Fax Number: 843-792-4784
Email Address: milesf@musc.edu
Business Pager: 843-792-0590 ID # 11697

Maintenance Technician Sandy Pacifico
Business Pager: 843-792-0590 ID # 11964

UMA Authorized Personnel:

Zone 7 Building Engineer Tim Whitney
Telephone Number 843-876-0494
Fax Number: 843-876-1260
Email Address: whitneyt@musc.edu
Business Pager: 843-792-0590 ID # 11957

Zone 7 Ron Treiber
Telephone Number 843-876-1424
Email Address: treiber@musc.edu
Business Pager: 843-792-0590 ID # 11163

Charleston Memorial Hospital Authorized Personnel:

Environmental Services Stan Bovain
Telephone Number 843-953-8391
Email Address: bovain@musc.edu
Business Pager: 843-792-0590 ID # 17697

Bidders List

Action Disposal
PO Box 1235
Moncks Corner, S.C. 29461
843-722-6488
Attn: Brandon Martin

Fennell
PO Box 62679
North Charleston, S.C. 29419
843-552-4751
Attn: Dave Bevacqua

Low Country Waste Disposal Systems
PO Box 51569
Summerville, S.C. 29485
843-821-6260
Attn: Steve Ridgey

Waste Industries
237 Farmington Road
Summerville, S.C. 29483
843-875-4900
Attn: Cindy Wright
car phone 296-5094

Waste Management
7206 Bryhawke Circle
North Charleston, S.C. 29418
843-767-8094
Attn: John Hooks

Waste Watchers
PO Box 61081
North Charleston, S.C. 29419
843-216-0357
Attn: Beth Darby