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# Solid Waste Request for Proposal

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**SEPTEMBER 2023**

**Town of Yemassee  
Beaufort & Hampton County, SC**

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# Introduction

## The focal point of the four counties

Yemassee is a growing Lowcountry town in Beaufort and Hampton counties in the U.S. state of South Carolina. The population was 1,429 at the 2020 census. Yemassee is also very near the borders of Colleton and Jasper counties and is often considered to be the geographical center or heart of the Lowcountry region. The town is divided by the county line between Beaufort and Hampton counties, which follows the roadbed of the CSX railroad. As defined by the U.S. Census Bureau, the Beaufort County portion of Yemassee is included within the Hilton Head Island-Bluffton-Beaufort Metropolitan Statistical Area. Yemassee hosts one of the few commercial breeding facilities of non-human primates in the entire United States (Alpha Genesis, Inc.). Several historical plantations such as Bindon, Cotton Hall, Jeircho & Tomotley are within the Town limits.

Yemassee is accessible from three exits along Interstate 95 (exits 33, 38 and 42), which runs to the west of the town limits. Alternate U.S. Highway 17 and U.S. Highway 21 run through the town. S.C. Highway 68 connects Yemassee with other communities in Hampton County, including Varnville and Hampton, the county seat.

The town is also home to an Amtrak station, which serves as the principal rail access point for the Lowcountry region.

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# Special Conditions

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

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

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14. The Town reserves the right to accept or reject any or all proposals received in response to this solicitation and to waive informalities and irregularities. The Town also reserves the right to terminate this solicitation and reissue a subsequent solicitation and/or remedy technical errors in the solicitation process.
  15. By responding to this solicitation, it is understood that each offeror shall comply with all applicable federal, state, and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies.
  16. Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, et seq., the Executive Director of the State Budget and Control Board (SC State Fiscal Accountability Authority, Division of Procurement Services effective July 1, 2015) has published a list of persons determined to engage in investment activities in Iran. The list identified entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The Iran Divestment Act of 2014 list is online at <http://www.mmo.sc.gov/PS/PS-iran-divestment.phtm>
  17. The award will be made to the highest ranked Offeror deemed most advantageous to the Town of Yemassee.
  18. Offeror shall be responsible for any damages resulting from its activities. Prior to commencing work hereunder, Offeror shall obtain and maintain, throughout the duration of this Contract, all such insurance as required by the laws of the State of South Carolina, and minimally listed insurance. A breach of the insurance requirements shall be material. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Beaufort and Hampton Counties, and must have a Best Rating of A-, VII or higher. This agreement sets forth minimum insurance and is not construed in any way as a limitation of liability on Offeror.
    - a. Workers Compensation and Employers Liability Insurance: The Offeror shall maintain Worker's Compensation and Employer's Liability insurance in accordance with South Carolina Law. "Other States" coverage is not sufficient. South Carolina coverage must be specified. Employer's Liability limits shall not be less than \$1,000,000 per accident/per disease.
    - b. Commercial General Liability Insurance: The Offeror shall maintain a commercial general liability insurance policy on an occurrence basis for bodily injury, property damage and personal injury with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
    - c. Auto Liability Insurance: The Offeror shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned and hired vehicles.
    - d. Insurance Requirements for Subcontractors and Sub-subcontractors: The Offeror shall require any subcontractor or sub-subcontractor not insured by the Offeror to meet South Carolina's requirements for vehicle liability and to have workers compensation coverage, even if the party has less than four employees. A general liability policy shall be required.
    - e. Cancellation, Non-renewal, Reduction in Coverage and Material Change: The Offeror shall provide the Town thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change, except that insurers may provide ten (10) calendar days' notice in writing for nonpayment of premium.
    - f. Certificates of Insurance: The Offeror shall furnish the Town with certified copies of certificates of insurance within ten (10) calendar days of the date of the notice to proceed.

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One original sealed submittal clearly marked “YEM-23-009 / Solid Waste Contract” shall be submitted in an enclosed and secured envelope/container. The container shall be addressed to:

Town of Yemassee  
Attn: Administration Department  
101 Town Cir  
Yemassee, SC 29945-3363

*Additionally, participants must submit one exact electronic copy of the original submittal on a new USB Flash Drive. The electronic copy shall be labeled “YEM-23-009 / Solid Waste Contract”.*

Bids are due to the Town of Yemassee by close of business (5PM EST) on December 1, 2023.

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## **General Information**

The Town of Yemassee currently provides Solid Waste pickup services on a weekly basis to residential customers residing within the Yemassee corporate limits in addition to commercial customers also within the Yemassee corporate limits. There are approximately 507 residential customers and 19 commercial customers that receive weekly service. The new contract will be only for residential curbside pickup, once weekly with commercial service limited to roll carts. The Town will not provide commercial service via dumpsters to businesses within the Town.

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

## **Administration**

The Town of Yemassee will continue to bill customers directly through an agreement maintained with the Lowcountry Regional Water System. Prospective contractors are strongly encouraged to perform their own customer count. Town Staff will assist prospective contractors with customer counts. The contractor is responsible for providing all labor, equipment, supervision and supplies for the execution of this proposal and contract.

## **Basis of Proposal**

Roll Carts: The Town currently owns a limited supply of town-owned residential solid waste containers with the balance being supplied by the successful bidder. The Offeror shall provide information to the Town about the type and size of the containers and bins that will be provided as well as how the Offeror plans to handle maintenance issues that may arise with the containers and bins from time to time. The cost of providing containers and bins shall be included in the overall price of

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the service.

The Town will also entertain Offerors that provide a quote for recycling service to be offered in addition to Solid Waste. Recycling is not currently offered but the Town of Yemassee is interested in pursuing a recycling program. Proposals with and without this option shall be considered, but it is not a requirement.

Collection Days & Hours: The contractor should acquaint itself with the special needs and accommodations that will be required for collection in the Town of Yemassee. The contractor shall not commence collection before 7:00AM each day and can perform collections on all weekdays. In special cases where they need to work on Saturday or Sunday, they shall first obtain written permission from their Town Administrator. Exceptions to the collection hours shall be affected only upon the approval of the Town Administrator at least thirty (30) days prior to the change.

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

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

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

Missed Collections: The Town and Offeror will jointly investigate reports of missed collections. In the case of a customer which has regular reports of missed collections, the Offeror may establish a record of late setouts by having their driver call to report

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the absence of a container out when the truck passes by that location. The final determination of a late set-out/missed collection will be made by the Town. If a missed collection is verified, the Town will notify the Offeror of the address where the missed collection occurred. The Offeror will have twenty-four (24) hours to pick up a missed collection. If the Offeror fails to correct a missed collection within the prescribed time of notification by the Town, the Town has the right to fine the Offeror \$200 per occurrence.

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

## **Current Arrangements**

The Town of Yemassee is currently under contract with S&S Disposal of Erhardt, SC for its Solid Waste pickup needs. The current five-year contract was executed June 28, 2019, and expires on June 29, 2024.

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

Container Service for Town of Yemassee: The Offeror agrees to provide trash service to the Municipal Complex, Police Annex and Town Parks at no cost to the town.



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Additional Roll Carts: The successful Offeror will maintain, if utilized, an inventory of at least ten (10) new roll carts at the Town's Public Works Facility. These will be used to replace damaged or broken roll carts to residents and new customers. The Offeror agrees to schedule a pickup of cans that are damaged and/or destroyed from the Public Works shed monthly.

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

- a) Describe your customer service program in detail.
- b) Describe your approach to transitioning this contract.
- c) Describe the implementation plan and schedule for this contract.

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- d) Describe your experience and qualifications in the garbage collection services in the States of South Carolina or Georgia.
  - e) Provide the names of the principal officers, partners and a listing of the management team or key personnel that would be assigned to this project.
  - f) Provide the names, phone numbers and email addresses of at least two local government references.

Collection for Residential Costs:

- Monthly rate for one time per week residential solid waste service (96 Gallon Container) \$\_\_\_\_\_per unit.
- Rate for Recycling Bins (Not currently offered, quotes are welcomed, but not required) (5-gallon rectangular bucket) \$\_\_\_\_\_per unit.
- Rate for Recycling Bins (Not currently offered, quotes are welcomed, but not required) (96-gallon rectangular bucket) \$\_\_\_\_\_per unit.

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

Compensation: The contractor shall bill the Town monthly, based on a per account basis for services provided. Within thirty (30) days of formal approval of the contract, the Contractor will coordinate and establish with the Town a mutually acceptable billing format. The Town will retain full auditing rights of the Contractor's accounting records as they pertain to the Town of Yemassee's contract.

Maintenance of Records and Reporting: The Offeror shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the Town.

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Reports shall be submitted by the tenth day of each month to the Town documenting the following information:

- A log of complaints and resolutions for garbage collection services.
- A log of missed collections and responses.
- A description of any vehicle accidents or infractions
- Any accounts having a change of service during the month and
- Every six months a list of customers for whom service was provided.

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

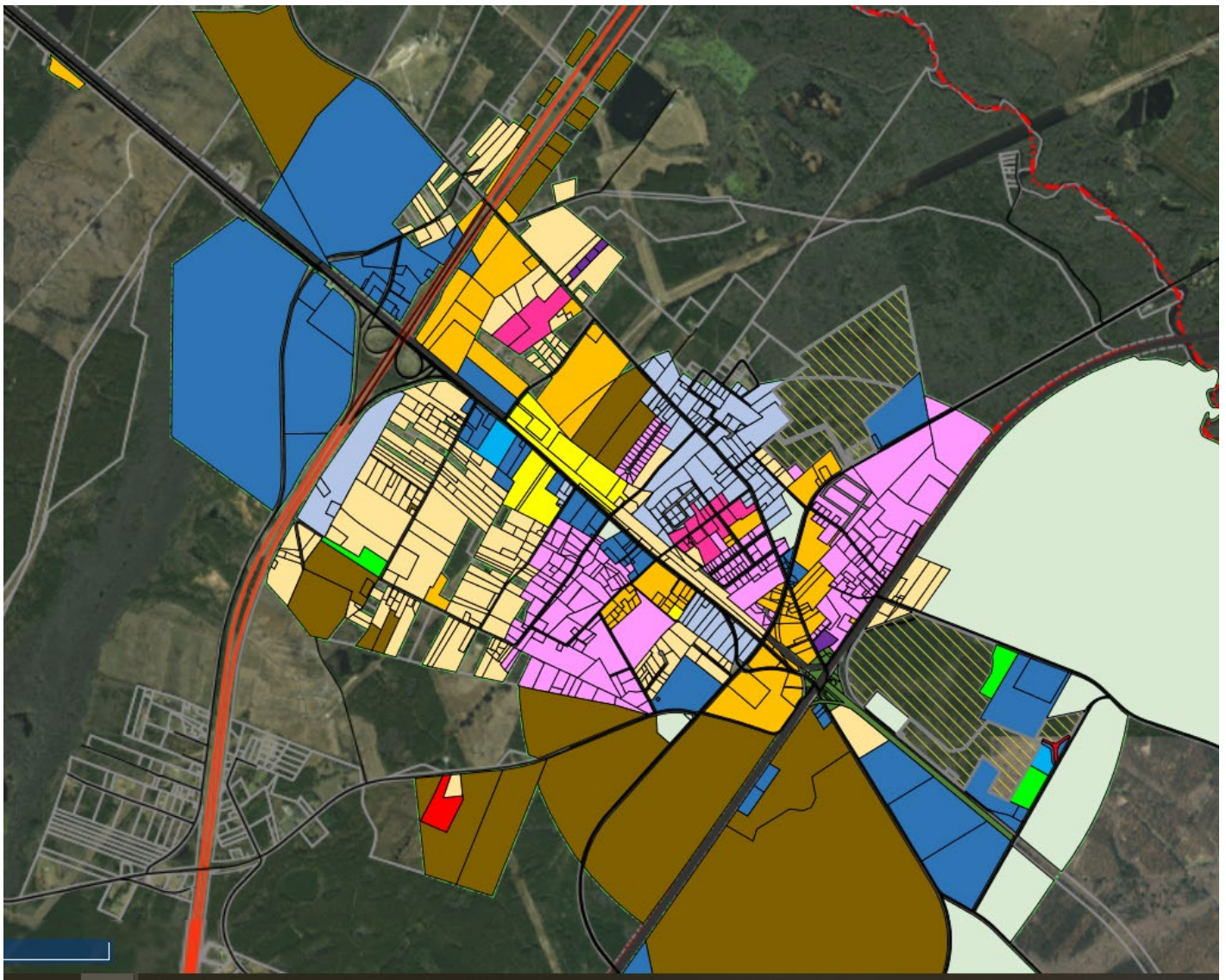
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## Service Territory

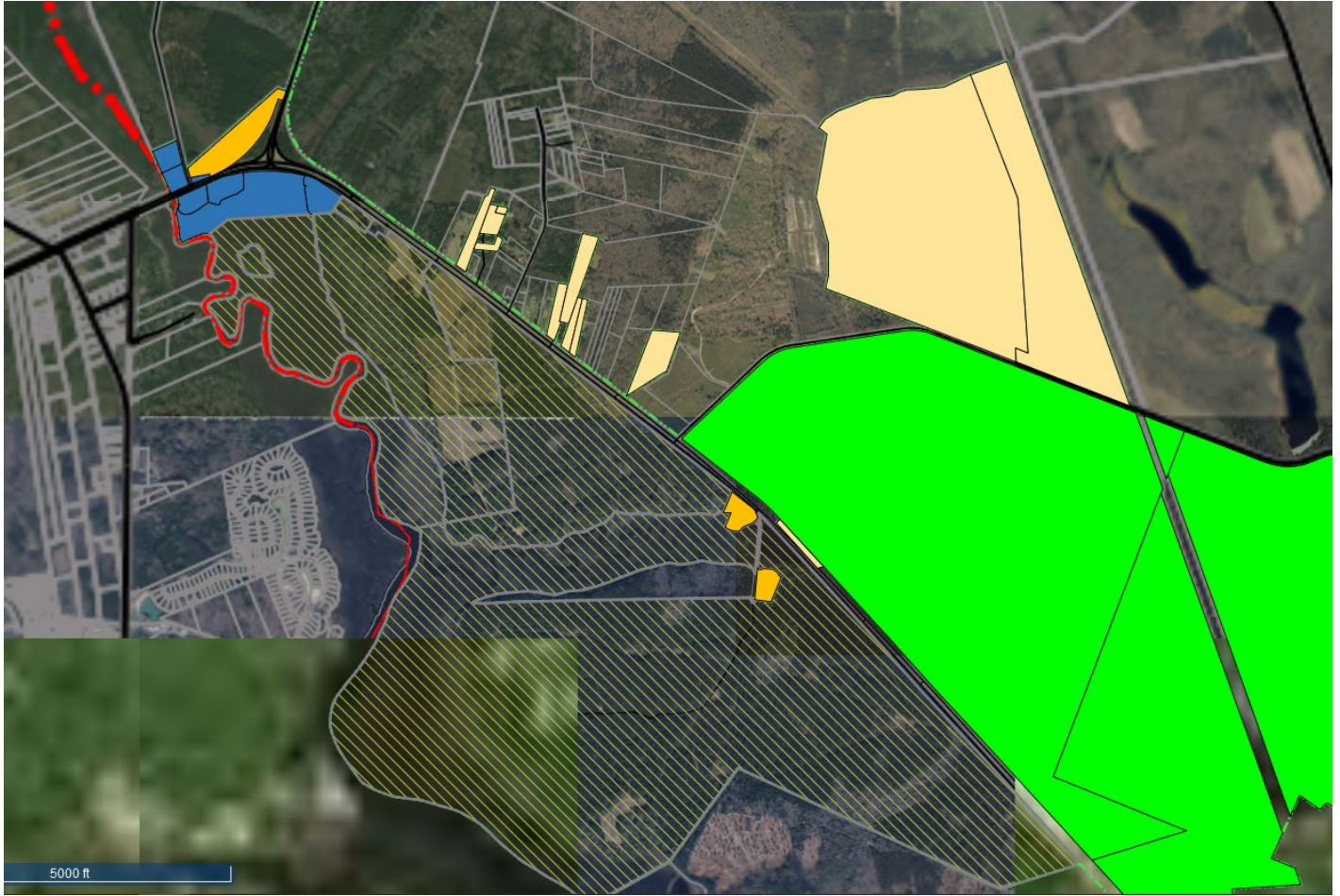
The Town of Yemassee spans two counties and has three geographical areas in which we provide service. The Town only provides service to Town Residents with the exception of four (4) out-of-town residents that were grandfathered in to receive services, however no further out-of-town residents are being accepted to our program. Properties highlighted in color are within the Town limits.

### Area 1: Yemassee Core



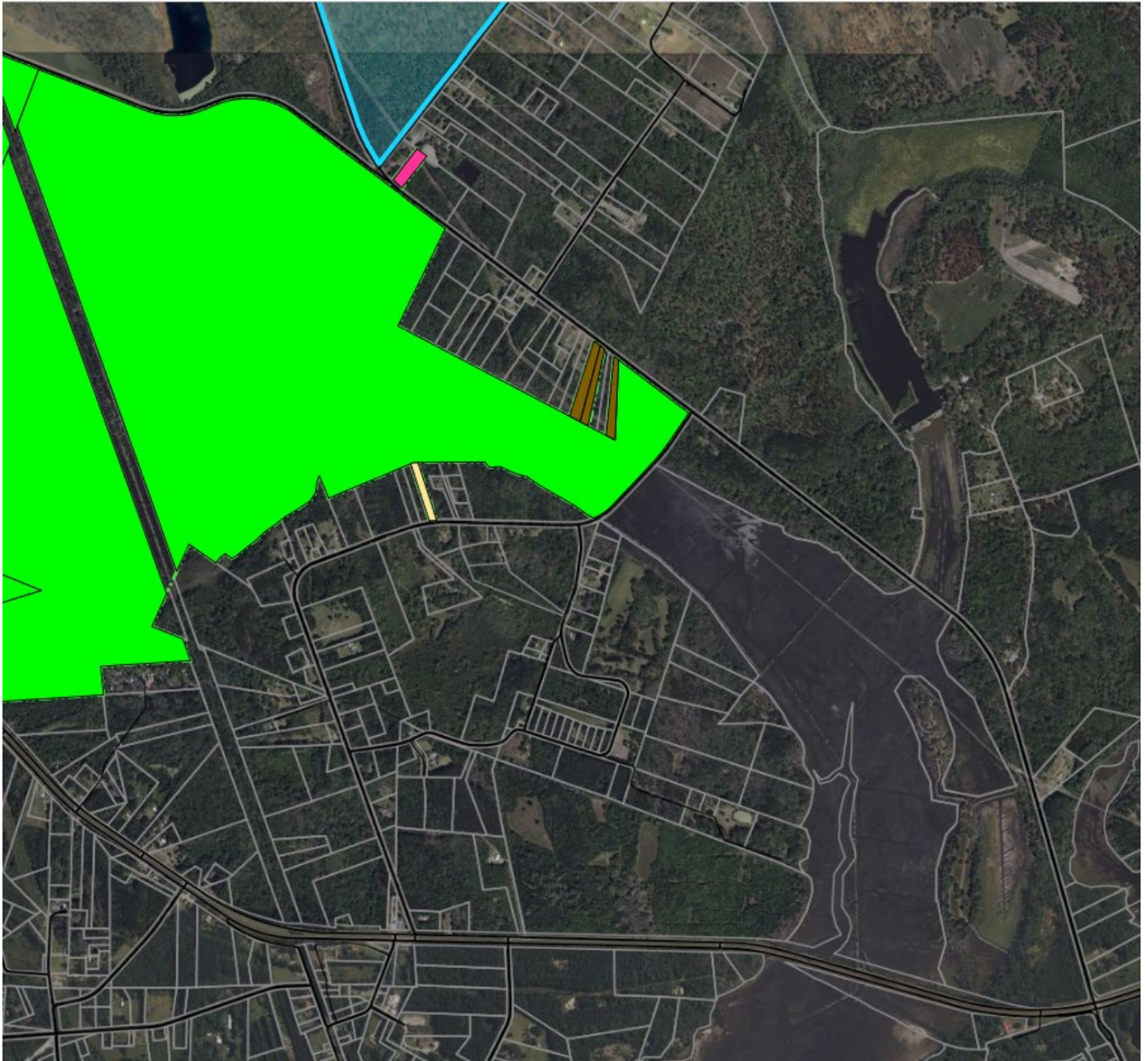


**Area 2: Sheldon**



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### Area 3: Seabrook





## Street Directory

Road Name	County	Zone
BAILEY ROAD	BEAUFORT	C
BING STREET	HAMPTON	A
BRADDY STREET	HAMPTON	C
CAMERON DRIVE	HAMPTON	B
CASTLE HALL ROAD	BEAUFORT	C
CENTER POINT DRIVE	HAMPTON	D
CHURCH STREET NORTH	HAMPTON	D
CHURCH STREET SOUTH	HAMPTON	C
COCHRAN STREET	HAMPTON	A
CONNELLY STREET	HAMPTON	C
COTTON HALL ROAD	BEAUFORT	C
DEVEAUX HILL ROAD	BEAUFORT	C
DOT STREET	HAMPTON	A
DRAYTON ROAD	HAMPTON	A
EDGAR JACKSON ROAD	HAMPTON	B
ELLIS STREET	HAMPTON	C
ELLIOT STREET	HAMPTON	C
ENGLISH STREET	HAMPTON	D
FLOWERS STREET	HAMPTON	C
GARNER STREET	HAMPTON	A
GAMBLE STREET	HAMPTON	A
GOODWIN DRIVE	HAMPTON	C
GREEN STREET	HAMPTON	C
GUESS DRIVE	HAMPTON	D
HILL ROAD	HAMPTON	B
HUNT STREET	HAMPTON	D
INTERSTATE 95	HAMPTON	A, B
JACKSON STREET	HAMPTON	B
JASMINE STREET	HAMPTON	A
JOHN STREET	HAMPTON	A
JOSSELYN STREET	HAMPTON	D
LACEY STREET	HAMPTON	D
LAURUM DRIVE	BEAUFORT	C
LIKITA LANE	HAMPTON	B
LOUIS DAVIS ROAD	HAMPTON	B
MAJOR STREET	HAMPTON	C
MCPHERSONVILLE ROAD	BEAUFORT	C
MELODY STREET	HAMPTON	A
MIXON STREET	HAMPTON	D
MURCIER STREET	HAMPTON	A
O'BANNARD STREET	HAMPTON	A
OLD SALKEHATCHIE HWY	HAMPTON	B
OLD SHELDON CHURCH ROAD	BEAUFORT	C
OLIVER DRIVE	HAMPTON	A
ORRELL STREET	HAMPTON	D

<b>OSBORN STREET</b>	HAMPTON	A
<b>PADGETT STREET</b>	HAMPTON	D
<b>PILGRIM FORD STREET</b>	HAMPTON	D
<b>PONDEROSA CIRCLE</b>	HAMPTON	B
<b>PONDEROSA DRIVE</b>	HAMPTON	B
<b>POSTON DRIVE</b>	HAMPTON	B
<b>PRINGLE DRIVE</b>	HAMPTON	A
<b>RAILROAD AVENUE NORTH</b>	HAMPTON	D
<b>RAILROAD AVENUE SOUTH</b>	HAMPTON	C
<b>REEVES STREET</b>	HAMPTON	A
<b>RILEY STREET</b>	HAMPTON	A
<b>RILEY ROAD</b>	HAMPTON	A
<b>RIVER ROAD</b>	BEAUFORT	D
<b>ROTUNDA DRIVE</b>	HAMPTON	D
<b>ROWELL STREET</b>	HAMPTON	A
<b>ST. CLAIR STREET</b>	HAMPTON	C
<b>SALKEHATCHIE ROAD</b>	HAMPTON	B, D
<b>SIMMONS STREET</b>	HAMPTON	B
<b>SOLOMON STREET</b>	HAMPTON	A
<b>SOPHIE STREET</b>	HAMPTON	D
<b>STEINMYER STREET</b>	HAMPTON	C
<b>STONEY CREEK CEMETERY ROAD</b>	BEAUFORT	C
<b>TRASK PARKWAY</b>	BEAUFORT	C
<b>TOWN CIRCLE</b>	HAMPTON	D
<b>U.S. HIGHWAY 17 ALTERNATE</b>	HAMPTON	C, D
<b>UPLAND PINES DRIVE</b>	BEAUFORT	C
<b>WALL STREET</b>	BEAUFORT	D
<b>WESLEY DRIVE</b>	HAMPTON	A
<b>WILLIAMS STREET</b>	HAMPTON	A
<b>WILLIS STREET NORTH</b>	HAMPTON	B, D
<b>WILLIS STREET SOUTH</b>	HAMPTON	A, C
<b>WRIGHT STREET</b>	HAMPTON	C
<b>YEMASSEE HIGHWAY</b>	HAMPTON	A, C
<b>ZAHLER STREET EAST</b>	HAMPTON	D
<b>ZAHLER STREET WEST</b>	HAMPTON	C