

RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA



Thursday, DECEMBER 16, 2021

6:00 PM

COUNCIL CHAMBERS

The Honorable Bill Malinowski, Chair

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Joe Walker

County Council District 6

The Honorable Overture Walker

County Council District 8

The Honorable Jesica Mackey

County Council District 9

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Administration & Finance Committee

December 16, 2021 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Bill Malinowski

2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. November 18, 2021 [PAGES 7-14]

3. **APPROVAL OF AGENDA** The Honorable Bill Malinowski

4. **ITEMS FOR ACTION** The Honorable Bill Malinowski
 - a. Richland County Sheriff's Department – School Resource Officer Grant [PAGES 15-17]

 - b. RCSD Crisis Intervention Team Grant [PAGES 18-19]

 - c. Department of Public Works – Stormwater Management – Street Sweeper Procurement [PAGES 20-26]

 - d. Township Auditorium Theatrical Rigging Installation Project [PAGES 27-29]

 - e. Vehicle Leasing Negotiations [PAGES 30-42]

 - f. Department of Public Works - Solid Waste & Recycling Division - Area 1 Collections Agreement Amendment [PAGES 43-83]

 - g. Department of Public Works - Solid Waste & Recycling Division - Area 3 Collections Agreement Amendment [PAGES 84-118]

 - h. Department of Public Works - Solid Waste & Recycling Division - Area 6 Collections Agreement Amendment [PAGES 119-153]

5. ITEMS PENDING ANALYSIS: NO ACTION REQUIRED

- a. I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride - February 25, 2021] [PAGES 154-155]

6. ADJOURN



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County
Administration and Finance Committee
November 18, 2021 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Bill Malinowski, Chair, Yvonne McBride, Overture Walker and Jessica Mackey

OTHERS PRESENT: Paul Livingston, Cheryl English, Gretchen Barron, Derrek Pugh Paul Livingston, Michelle Onley, Tamar Black, Leonardo Brown, Patrick Wright, Jennifer Wladischkin, Dale Welch, Geo Price, Aric Jensen, Randy Pruitt, Syndi Castelluccio, Bill Davis, Lori Thomas, John Thompson, Stacey Hamm, Michael Maloney, Justin Landy, Kyle Holsclaw, Michael Byrd, Ashyia Myers, John Ansell, and Synthia Williams

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 6:00PM.

2. **APPROVAL OF MINUTES**

a. **Regular Session: October 26, 2021** – Mr. O. Walker moved, seconded by Ms. Mackey, to approve the minutes as distributed.

In Favor: Malinowski, McBride, O. Walker and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. O Walker moved, seconded by Ms. Mackey, to approve the agenda as published.

In Favor: Malinowski, McBride, O. Walker and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. **Department of Public Works- Solid Waste & Recycling Division – Residential Curbside Collections Services, Area 3 – Contract Award recommendation** – Mr. Brown stated staff's recommendation is to award the contract for residential curbside collections service area 3 to Coastal Waste and Recycling. The procurement process required a RFP and that the award go to the highest ranked vendor.

Mr. O. Walker inquired if the contract with the current vendor is for \$4.1M.

**Administration and Finance Committee
November 18, 2021**

Ms. Wladischkin stated the existing contract is for \$4.3M.

Mr. O. Walker noted the documentation read the current contract was for \$4.1M and under the new contract it will be \$4.3M.

Ms. Wladischkin noted the \$4.3M includes an anticipated CPI increase.

Mr. O. Walker stated, for clarification, we anticipate paying \$4.3M under the new contract, or what the contract amount for the current vendor.

Ms. Wladischkin responded the \$4.3M is for the current vendor.

Mr. O. Walker inquired about the cost with the new vendor.

Ms. Wladischkin responded the RFP is confidential, but the information was provided to the committee members prior to the meeting.

Mr. O. Walker inquired if the current vendor is headquartered in Richland County.

Ms. Wladischkin responded they have a facility in Richland County.

Mr. O. Walker inquired if the recommended vendor is an out-of-state vendor.

Ms. Wladischkin responded the vendor is currently out-of-state.

Mr. Malinowski stated, while the current vendor has a facility in Richland County, it is his understanding they did not have a facility prior to being awarded the contract.

Ms. Wladischkin responded in the affirmative.

Mr. Malinowski inquired about the terms of the contract.

Ms. Wladischkin responded the contract is for 3 years with up to two (2) one-year renewals.

Ms. McBride inquired if the staff's recommendations includes the CPI.

Ms. Wladischkin responded in the affirmative.

Ms. McBride inquired, if we change vendors, what happens to the current employees.

Ms. Wladischkin responded the existing contract requests that the awarded vendor work with the current vendor regarding employees and equipment.

Ms. McBride noted some of the current employees that reside in Richland County may not find employment with the recommended vendor.

Mr. Wladischkin responded in the affirmative.

Mr. O. Walker inquired if the CPI of 5.3% was an estimate, and not a hard number.

Ms. Wladischkin responded in the affirmative.

Ms. McBride noted, with the CPI note being a hard number, it could exceed the amount we are paying to the current contractor.

Ms. Wladischkin responded the new contract would be based on what they submitted in the RFP, and not be effected by CPI.

Mr. O. Walker moved, seconded by Ms. Mackey, to forward to Council with a recommendation to deny the contract award.

In Favor: McBride, O. Walker and Mackey

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

- b. **Department of Public Works- Solid Waste & Recycling Division – Residential Curbside Collections Services, Area 6 – Contract Award recommendation** – Mr. Brown noted staff recommended awarding the contract to Waste Management.

Mr. O. Walker inquired why staff recommended the current vendor that has received numerous complaints. Based on the previous item, staff recommended a different out-of-state vendor based on the number of complaints. He noted staff recommended a contract extension with a service improvement plan.

Ms. Wladischkin stated staff's recommendation was based off the RFP scoring.

Ms. Mackey stated this is concerning since they currently know they have concerns from residents, and we should be making better decisions. She noted there should be some weighted system that accounts for residents' concerns about not receiving efficient and adequate services delivered. Even with vendors from out-of-state versus in-state that have worked in Richland County, there should be a weighted balance in making a decision. She noted the current method is concerning.

Mr. Brown stated this is a learning experience. He noted Council and committee members have given feedback about somethings they think are important to the criteria. He spoke with staff about discussing the criteria they are looking at, receiving feedback from the body and then building a process to create clarity. He believes there is only one vendor that originated in Richland County. All other vendors are here by way of acquisition. He noted this would be a future step on RFPs to ensure we are specifying criteria, having feedback, and then building that into an RFP before the RFP is sent out.

Ms. Mackey stated, for her personally, when we look at vendors, cost is important but we want to look at Richland County first, and if they did not originate here, who is currently operating here. Prior to looking out of state, we need to see who is in South Carolina. We need to take care of home first. The contract is for a lot of money, and awarding it without having that in consideration concerns her.

Ms. Newton stated she represents the area served by District 6, and she has heard many complaints. The level of complaints are well outside the standards and the parameters we have set for service. She inquired how the top ranked vendor can be the same vendor who is currently not providing a

level of service they set as a minimum baseline. She noted she is not on the committee, but she would prefer to see the contract re-bid and review the criteria they used, particularly when it relates to current service and how it is weighted when points are awarded for contracts. She inquired about the process we use to evaluate current projects because there are complaints we are receiving through the Ombudsman's Office, but there might be a different procurement complaint process. This concerns her because the level of service has been so poor you would think it would have triggered a review of the current contract.

Ms. Barron inquired if there is a vendor in Richland County that did not qualify to meet the standards they are looking for. What could the County do to raise them to the level of qualification? She noted she would be more comfortable if we had an out-of-state vendor partner with a local vendor that needed additional resources to get the job done. She suggested having a conversation with Procurement and OSBO about how they are awarding contracts. She noted the OSBO could ensure the businesses have what they need to bid on the contracts.

Ms. McBride voiced her concerns about the overall evaluation process.

Ms. Mackey moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to deny the contract award and re-bid the contract.

In Favor: Malinowski, McBride, O. Walker and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- c. **Emergency Services Department** – Mr. Malinowski noted the original information was updated with a list of requested supplies.

Mr. Brown stated staff's recommendation is to allow the Emergency Medical Services Department to procure the items. This item is before the body because the amount is above the Administrator's \$100,000 threshold.

Ms. McBride moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to approve the purchase of the medical supplies.

In Favor: Malinowski, McBride, O. Walker and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- d. **Department of Public Works – Knollwood Drive & Planters Drive Drainage Improvements – Contract Award Recommendation** – Mr. Brown noted a request for bid was advertised by Procurement on September 23, 2021 and closed on October 25, 2021, with five (5) contractors responding. The submittals were reviewed and the recommendation is to award the contract to Cherokee Construction, who is the lowest responsible bidder deemed the most advantageous to the County. He noted on July 11, 2017, the Blue Ribbon Committee approved the acquisition and demolition of properties associated with the 2015 flood. Phase II of the project is the current item, which is budgeted in the Stormwater Management division's capital construction account. After the project is completed, it will address the blight and floodplain management through the approval of

this project.

Mr. Malinowski inquired if the “pocket park” was a part of the Blue Ribbon Committee’s recommendation or was the recommendation strictly to maintain and restore the area.

Ms. Williams responded the Blue Ribbon Committee originally approved just the demolition and removal of the properties. She stated they are to continue working with the neighborhood to come up with a solution to alleviate flooding that would also fit in with the ascetics of the neighborhood.

Mr. Malinowski inquired if this would be an allowable cost under the reimbursement from the Federal Government.

Ms. Williams responded in the affirmative. She noted even though it was called a pocket park it will not have any structures. It more of a place for the water to spread out, settle and go back into the ditch that they will restore.

Mr. Malinowski inquired about the annual cost to maintain the pocket park.

Ms. Williams responded it will be added to their current contract and the maintenance would be to mow the grass.

Mr. O. Walker moved, seconded by Ms. Mackey, to forward to Council with a recommendation to approve the Knollwood Drive and Planters Drive Drainage Improvement contract award recommendation.

In Favor: Malinowski, McBride, O. Walker and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- e. **Palmetto Pride Litter Crew Grant** – Mr. Brown stated staff requested to seek funding from Palmetto Pride to conduct at least one litter removal/blight remediation project in each of the 11 Council districts. Staff will work with Councilmember to identify an area in their district.

Mr. Livingston inquired if there is a match required.

Mr. Brown responded there is not a match required.

Ms. Mackey moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to approve the Palmetto Pride Litter Crew Grant.

In Favor: Malinowski, McBride, O. Walker and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- f. **Richland County Sheriff’s Department – School Resource Officer Grant** – Mr. Brown stated this item would normally be addressed during the budget process, but the item was not available at that time. He stated the request is for approval of up to 10 additional School Resource Officers to be

Administration and Finance Committee

November 18, 2021

assigned to the Sheriff's Department, and placed in Richland School District 2 schools. The grant will cover 100% of the costs.

Mr. O. Walker inquired how long the grant is for.

Chief Polis responded it will be funded for at least the first full year from the State.

Mr. O. Walker inquired if Richland County would have to provide the funding after the first year.

Chief Polis responded it would be incumbent upon the County and the Richland School District 2.

Mr. O. Walker inquired if there is an outstanding balance owed to the County regarding a MOU from the previous school year regarding the SRO Program.

Chief Polis responded, in FY21, the Sheriff's Department drafted a MOU to be execute by the County and the School District, which included a 6% increase. He noted the Sheriff's Department and the School District disagreed when it came to whether the School District owed approximately \$67,000 between school year 2019-2020 and school year 2020-2021.

Mr. O. Walker inquired why there was a difference of opinion.

Chief Polis responded the 6% increase represents the salary increases for the officers assigned to these specific schools. He noted the School District felt they paid their bill in full for 2019-2020, and there was a period of time where there were no SROs in schools. The School District felt they were owed a credit or rebate and questioned the increase during the middle of a pandemic.

Mr. O. Walker inquired if the SROs continued to provide the services during the pandemic.

Chief Polis responded in the affirmative.

Mr. O. Walker inquired, if this is to be approved, the County would be required to fund an additional 10 SRO positions, while not being fully reimbursed from another MOU where the Sheriff's Department says there is an outstanding balance.

Chief Polis responded in the affirmative.

Ms. McBride noted, if the Sheriff's Department took on additional staff, they could not reduce the staff, and inquired if that applied to the SROs.

Mr. Brown noted it is his understanding Council is unable to remove Sheriff's personnel from the Sheriff, but he is not sure if it applies to grant funded personnel.

Ms. McBride inquired if the grant is for four years.

Chief Polis responded it will be funded 100%, as long as the State continues to provide the proviso, but it would be funded for at least one year.

Ms. McBride inquired if the grant is renewed annually.

Chief Polis responded in the affirmative.

Ms. McBride inquired if the School District has funds for the SROs or would it have to come through the County.

Chief Polis responded it would be their recommendation that the School District would be required to fund 100% of those SROs beyond the State's proviso.

Ms. McBride voiced her concern with the Sheriff's Department having to maintain its staffing levels after the grant expires.

Mr. Brown responded they would look into that information.

Ms. Barron inquired if there is a commitment from Richland School District 2 regarding the grant.

Chief Polis responded they have not received a commitment as of yet.

Ms. Barron inquired why Richland School District 2 was chosen and not District 1 or even a combination of the two districts.

Chief Polis responded the SROs had to go to schools that did not currently have SROs, which is how School District 2 was chosen.

Ms. Barron noted Richland District 2 was in need of those SROs to provide safety to their students.

Chief Polis noted Richland One and Lexington-Richland Five are fully staffed.

Mr. Livingston inquired if the County is required to pick up the positions after grant, if we receive the grant.

Chief Polis responded, once the State proviso goes away, the funding has to be picked up by the County or the School District.

Mr. Livingston inquired if the grant covers equipment.

Chief Polis responded it does cover equipment.

Mr. Livingston inquired if there is a deadline.

Chief Polis responded the State would notify the Sheriff's Department by January 1, 2022 whether they were awarded the grant, and the SROs have to be in the school by March 31, 2022.

Mr. Livingston inquired about the total costs for the officers, so we have an idea of what the budget amount may be.

Chief Polis responded it would be approximately \$900,000 for the 10 officers.

Ms. Mackey stated she has concerns about the disagreement regarding the money owed in relation to the salary increase. She noted an increase in salary would be expected for Richland County employees, and that should be taken into account for MOUs.

Ms. McBride inquired how this could impact the budget.

Mr. Brown responded, for the time period in which it is fully funded, it will not affect the budget. Afterwards, it could affect other potential hires since the SROS would need funding.

Ms. McBride inquired where the funds would come from.

Mr. Brown responded generally the funds would come from the General Fund.

Mr. Malinowski inquired if there is a draft MOU.

Chief Polis responded for 2021-2022 Richland School District 2 signed a new MOU for \$1.24M.

Mr. Malinowski stated, for clarification, the new MOUs would anticipate the School District covering 100% of the costs versus the 60-80% they have paid in the past.

Chief Polis stated they would address that in the new MOU.

Ms. Mackey inquired, if the \$67,000 in question is not paid by the end of the budget cycle, whose budget would it come from.

Chief Polis responded that it would come out of the General Fund.

Mr. Malinowski stated it would need to be addressed with a MOU as well.

Ms. McBride moved, seconded by Mr. O. Walker, to hold this item in committee.

In Favor: Malinowski, McBride, O. Walker and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. **I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride –March 2, 2021]** – No action was taken.

6. **ADJOURNMENT** – The meeting adjourned at approximately 6:58PM.



Agenda Briefing

Prepared by:	Harry Polis		Title:	Deputy Chief
Department:	Sheriff	Division:		
Date Prepared:	October 28, 2021	Meeting Date:	November 18, 2021	
Legal Review	Elizabeth McLean via email		Date:	November 01, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	November 01, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	RCSD School Resource Officer Grant			

STAFF’S RECOMMENDED ACTION:

The Sheriff’s Department recommends Council approve the grant, if awarded, for up to ten (10) additional School Resource Officers (SRO) to be assigned to the Sheriff’s Department and placed in Richland School District Two schools.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This is a new grant opportunity. This project will fund the salary, fringe benefits, and needed equipment and training for up to ten (10) new School Resource Officers. This project is for 100% funding. No match required.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

At the time Grant Budget Requests were prepared in January 2021, this funding stream did not yet exist and was not originally included in the RCSD Grant Budget Requests for FY22. In September 2021, we were notified of additional state budget appropriations for School Resource Officers. In partnership with Richland School District Two, an application for ten (10) new School Resource Officers and needed equipment was prepared and submitted. These officers would be assigned to District Two elementary schools that currently do not have an officer stationed there. If funded, the grant period would begin January 1, 2022.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Grant Application



South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs
School Resource Officer Program



2021-22 STATE-FUNDED SRO, TRAINING, AND EQUIPMENT
APPLICATION - PART 1

This application should be submitted ASAP to SROprogram@scdps.gov and each participating law enforcement agency (LEA) in order to allow the LEA(s) time to submit their Part 2 of the application at SCDPSgrants.com by the deadline of October 29, 2021

PART 1A SCHOOL DISTRICT INFORMATION

DISTRICT NAME:	Richland School District Two		EMAIL ADDRESSES:	
SUPERINTENDENT:	Dr. Baron Davis		badavis@richland2.org	
POINT OF CONTACT:	Marq Claxton		mclaxton@richland2.org	
PHONE NUMBER:	8037363774	EXT.	23236	WEBSITE: www.richland2.org

This application is made in pursuant to Proviso 63.9 of the South Carolina 2021-2022 Appropriations Act, requesting the following:

PART 1B STATE-FUNDED SRO TRAINING AND EQUIPMENT (Check all that apply)

- SRO Training is requested for:
 - New SROs
 - Existing SROs
- SRO Equipment is requested for:
 - New SROs
 - Existing SROs

PART 1C STATE-FUNDED SROS ARE REQUESTED FOR THE FOLLOWING SCHOOLS WITHOUT AN SRO:
(List starting with highest priority at top. Attach additional sheet, if needed.)

NAME OF SCHOOL	LAW ENFORCEMENT AGENCY
Windsor Elementary	Richland County Sheriff's Department
Polo Road Elementary	Richland County Sheriff's Department
Forest Lake Elementary	Richland County Sheriff's Department
Sandlapper Elementary	Richland County Sheriff's Department
Bookman Road Elementary	Richland County Sheriff's Department
Rice Creek Elementary	Richland County Sheriff's Department
North Springs Elementary	Richland County Sheriff's Department
Round Top Elementary	Richland County Sheriff's Department
Bethel - Hanberry Elementary	Richland County Sheriff's Department
Lake Carolina Lower/Upper	Richland County Sheriff's Department

I affirm that the school district has coordinated with the law enforcement agency(s) listed above and that they are willing and able to provide the requested School Resource Officer(s) no later than March 31, 2022. It is further understood that this application is subject to approval and may be limited based on funds available for award.

BR Davis

Signature of School Superintendent

6 OCT 2021

Date



Agenda Briefing

Prepared by:	Harry Polis		Title:	Deputy Chief
Department:	Sheriff	Division:		
Date Prepared:	October 08, 2021	Meeting Date:	December 16, 2021	
Legal Review	Patrick Wright via email		Date:	December 01, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	November 30, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	RCSD Crisis Intervention Team grant			

STAFF'S RECOMMENDED ACTION:

The Sheriff recommends Council approve the grant for the expansion of the Richland County Sheriff's Department Crisis Intervention Team for the salary, fringe benefits, and equipment for one (1) Deputy Sheriff to be assigned to the Crisis Intervention Team. Funding will also be provided to the South Carolina Department of Mental Health for salary and fringe benefits for a credentialed Mental Health Counselor to be assigned to the Crisis Intervention Team.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is 100% funded. No match is required.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

In 2021, The Richland County Sheriff's Department and the South Carolina Department of Mental Health launched a Law Enforcement and Behavioral Health Partnership collaborative, an interagency plan to address the stages of early diversion using evidence-based practices, provide additional training, outreach, and expand the continuum of behavioral health care. A grant from the Sozosei Foundation in the amount of \$200,000 was received in early October 2021 to expand this already successful program to allow for an additional deputy/clinician team to be deployed. This grant opportunity was not available when the Grant Budget Request for FY22 was prepared and was therefore not included.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Procurement	Division:	Finance
Date Prepared:	November 30, 2021	Meeting Date:	December 16, 2021
Legal Review	Elizabeth McLean via email		Date: December 09, 2021
Budget/Finance Review	Stacey Hamm via email		Date: December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Street Sweeper Procurement		

STAFF'S RECOMMENDED ACTION:

Staff recommends that County Council approve the purchase of an Elgin Regen X Street Sweeper in the amount of \$230,315.64 from Joe Johnson Equipment (formerly Public Works Equipment).

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This item of equipment, which is an addition to the Fleet, will be purchased using capital funds from the Stormwater Management Budget, but operated by Roads & Drainage Maintenance (RDM) personnel. The funds for this purchase were approved in the Fiscal Year 2022 (FY-22) operating budget and are located in the following account:

1208302200 / 531300 (Automotive Equipment)

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

This equipment item meets current Federal emission standards.

This procurement will use the North Carolina Sheriff's Association (NCSA) purchasing cooperative (which has also been previously used for other vehicle and equipment purchases).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Two street sweeper units were considered and demonstrated in the course of this procurement recommendation. The recommended unit was lower in cost, made in the United States, and available for delivery at an earlier date. A brochure containing specifications and the price quotation is contained in the Attachment.

There is currently a single street sweeper in the Fleet (which offers no flexibility in the event of maintenance down time). As with the current sweeper, the initial capital purchase will be made using funds from the Stormwater Management budget, but operated by Equipment Operators from the Roads & Drainage Maintenance Division. The addition of a second sweeper unit to the Fleet will not only ensure continual capability during any equipment maintenance down time, but also enable the routine deployment of two units with a corresponding increase in capability and productivity.

The North Carolina Sheriff's Association offers a cooperative bid program that competitively obtains bids in accordance with public procurement requirements and which comply with Richland County Procurement ordinance. Opportunities are publicly advertised by the cooperative, sealed bids are received, evaluated and award is made to the lowest, responsive, responsible vendor. The cooperative program is available for use by all county and city government agencies. The quoted price using this cooperative is \$230,315.64. In 2014 a bid was issued for a municipal street sweeper for which there was one respondent with a bid of \$230,119.00. By utilizing the NC Sheriff's Association cooperative program, the County can purchase at cost very close to what was paid almost seven years ago while reducing the amount of time necessary to procure the sweeper.

Removing silt and sediment from our paved County Road Maintenance System (CRMS) reduces the amount of pollutants entering our receiving waters. It also reduces the accumulation of blockages within our drainage network, thereby helping to ensure a properly functioning drainage system.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This procurement is time sensitive to ensure the availability of a unit for timely delivery.

ATTACHMENTS:

1. Equipment Brochure / Specifications / Price Quotation



REGENERATIVE AIR SWEEPER

RegenX[®]

Now available on
**NON-CDL
CHASSIS!**



Built By Elgin[®] X Designed By You

PUBLIC WORKS EQUIPMENT

Subsidiary of Federal Signal Corporation

October 25, 2021
Quote #: **0321023**

Richland County, SC

Attention: Bill Peters

RE: Regen X Regenerative Air Sweeper

Dear Bill,

We would like to take this opportunity to thank you for your continued interest in Public Works Equipment (PWE) and Elgin's industry-leading line of innovative street sweeping products.

PWE is pleased to present the following quotation to provide one (1) Elgin Regen X Regenerative Air Sweeper, mounted on a new Dualized Freightliner M2-106 per NCSA Contract Lot #4193.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Evan Tucker
Area Sales Manager
Public Works Equipment
Office: (803)528-6262
evan@pweasi.com

Quotation

To provide one (1) Regen X Regenerative Air Sweeper mounted on a new Dualized Freightliner M2-106 chassis, standard equipped as described below:

Auxiliary Engine:

- Make: John Deere 4045T Tier 4 Final
- Type: 4-cylinder, turbocharged diesel
- Displacement 276 cu. In. (4.5L)
- Horsepower: 74 (55 kW) @2400 RPM
- Torque: 224 ft-lbs (304 Nm) @ 1600 RPM
- Auto Shutdown for Low Oil/High Temp Electronic Throttle

Blower (Fan):

- Driven by a two (2) "V" groove power belt, with spring-loaded tensioner; not requiring repositioning of the auxiliary engine for adjustment
- Blower speed shall not exceed 3050 RPM
- Closed face turbine type, 33^{3/8} in. diameter, with 9 vanes constructed of Hardox steel
- Blower housing shall be constructed of 7-gauge steel
- Inspection door
- Belt tension shall not exceed 20 Hz

Pickup Head:

- 90" wide and 30" long for a total area of 2700² inches
- 14" diameter pressure hose that connects the blower outlet with the pickup head
- 13" diameter suction hose with a quick disconnect coupling at the lower end near the pickup head and the higher end near the hopper inlet, steel portion of this suction tube shall be no shorter than 19"
- The pressure side shall be equipped with an in-cab steel cable-controlled pressure relief valve/vacuum enhancer/leaf bleeder no smaller than 116 square-inches
- The suction chamber shall be equipped with a washout port that does not restrict the sizing of washout nozzle(s) used
- The front and rear debris curtains shall be removable through the loosening of four (4) slotted bolts without removing the pickup head from the unit
- Raised and lowered by rocker switch inside the cab
- Camera located on curbside in front to view suction side

Side Brooms:

- 144" total sweep path with both side brooms extended
- Free floating trailing arm, parallelogram design
- 42" diameter with hydraulically driven rotation, pneumatically raised and lowered
- Controlled by in cab rocker switches

Hopper:

- 8 cu. yards with all fore-and-aft edges being minimum of 6" radius to provide ease of cleaning and debris evacuation
- Constructed of 10-gauge steel and ¼" thick steel floor
- 50° total dump angle, 10° hopper floor plus 40° dump angle
- Two (2) single stage telescoping cylinders
- External hopper props
- Dump control shall consist of weatherproof toggle switches located on the exterior right side of sweeper along with optional in-cab dump switches – hopper raise/lower and hopper door open/close – shall also be available
- A single screen assembly with total surface area of 3970 square inches, constructed of 11-gauge steel, shall be installed to allow air to move freely from the hopper into the centrifugal dust separator
- Screen shall be hinged and lowered via a pneumatically controlled cable drop-down system

Spray Water System:

- Polyethylene tank, 265-gal. capacity
- 16' 8" fill hose
- Color coded water lines
- Three (3) spray nozzles at each side broom, three (3) at suction hose
- One (1) electric 12-volt, diaphragm type pump will provide a capacity of 4 GPM to the pickup head, the suction hose and the side brooms. The system pressure shall be sized for 40 PSI

Hydraulic System:

- Gear driven pump, with a flow capacity of 7.0 GPM @ 2100 RPM and 8.3 GPM @ 2500 RPM
- 11 gal. capacity with exterior site gauge

Pneumatic System:

- All pneumatic cylinders rated to 150 PSI and have a separate rod seal and wiper
- All pneumatic cylinders are interchangeable

Electrical System:

- Rear-facing backup camera
- Backup alarm
- Wiring system is color coded and "function stamped"

Instrumentation:

- "Raised" hopper indicator and "open" hopper door indicator and a "full" hopper indicator
- Diagnostic information
- Tachometer, hour meter, oil pressure, voltage, and coolant temperature

PUBLIC WORKS EQUIPMENT

Subsidiary of Federal Signal Corporation

Additional Enhancements Included:

- Right Hand Gutter Broom Tilt - No Display
- Right Hand Inspection Door
- In-Cab Hopper Dump
- Wandering Hose
- LED Strobe Front & Rear & Led Arrow stick
- LED Side Broom Lights
- Auxiliary Hydraulic Pump Use with In-Cab Hopper Dump
- Right Hand Toolbox
- Left Hand Fender Mounted Mirror
- (1) Bostrom Air 905 Cloth
- Dual Arm Rest - Cloth (Only W/Air Ride Seats)
- Front Spray Bar

Purchase Price\$230,315.64

Terms & Conditions

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Richland, SC

Payment Terms: Due upon receipt

Purchase order required

Delivery: Stock To be Determined at Time of Order

Quotation valid for 30 days

U005014



Agenda Briefing

Prepared by:	David Bertolini		Title:	General Manage	
Department:	Operational Services	Division:	Facilities & Grounds		
Date Prepared:	November 19, 2021		Meeting Date:	December 17, 2021	
Legal Review	Patrick Wright via email			Date:	December 01, 2021
Budget/Finance Review	Stacey Hamm via email			Date:	December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM			
Committee	Administration & Finance				
Subject:	Township Auditorium Theatrical Rigging Installation Project				

STAFF’S RECOMMENDED ACTION:

Staff recommends approval to contract with Productions Unlimited in the amount of \$384,258.40 (plus a Richland County controlled contingency of \$65,741.60) for a total amount of \$450,000.00. The contract would be for the company to install Front of House (FOH) Rigging Points at the Township Auditorium.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds for this project were identified and approved by Council through the FY21 budget process. The identified funds are in account 1344995000.530300/13443170.530300 and are encumbered on requisition R2201034.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Aundrai Holloman, Executive Director of the Township Auditorium, requested this lighting enhancement through the budget process. Installation of a stage truss and anchor system is needed to allow the Township Auditorium to host an additional variety of shows and concerts.

The project would add two additional sound anchor points and ten stage lighting anchor points. These anchor points are done through a mounted truss system. These systems will be tied into the proprietary stage management system, thereby allowing adjustments to the equipment during a production. This control system also controls all of the existing lighting, sound, and accessories associated with a production.

The control system is a proprietary system, and only a few certified vendors across the country can provide service to the system. As Director of the Township Auditorium, it is Mr. Holloman's position and recommendation that Productions Unlimited is the sole source vendor that needs to perform the required work, installation, and programming.

Productions Unlimited, a South Carolina based company, is the production company that can properly handle the installation and integration of the truss and anchor point systems at The Township Auditorium in the best manner possible while maintaining current and future programming of the proprietary control system. Productions Unlimited specializes in performing arts venues and have historically done all the major installs at the Township Auditorium as well as help maintain the current production control system. Productions Unlimited also worked on the major renovation done in 2010, handling the install of the dimmer racks and stage lighting, counterweight rigging system and curtain system. All these systems are also tied into the control system, demonstrating the importance of maintaining the programming of this system.

Additionally, because the venue is almost 100 years old and has gone through numerous renovations over the years, it has shown to be very difficult to work in this facility. Productions Unlimited's familiarity with the venue gives them the insight and understanding of the workarounds and nuances need to perform this type of project in an efficient and timely manner in the facility. This is particularly important for this facility because of the sensitivity of our calendar with touring shows. We do not want to cancel any more concerts or shows.

Furthermore, last year per the Township's request, Productions Unlimited performed a structural review and feasibility study for the sound anchor points to help determine the project budget and project feasibility. Their insight and experience with the facility was invaluable regarding the project. Therefore, it would make the most sense to continue utilizing them throughout the rest of the project.

If Council approves the contract with Productions Unlimited, the County will issue a Purchase Order to the contractor and a Notice to proceed letter to start the project. Once the project is begun, the contractor will order the required materials, which are estimated to take 10 – 12 weeks for delivery.

Once all materials are received, the contractor will coordinate with the Township staff to schedule the work around productions. It is estimated that the work will take approximately two weeks once installation begins.

The Efficiency improvements could potentially result in savings to citizens, which the Township could incorporate into its overall budget.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Procurement issued a solicitation for firms to evaluate the existing facility structure and provide and install additional rigging and trusses. There are two authorized vendors within 100 miles of the Township who work on the Ion Control Console which operates the lighting system at the Township. Both vendors were invited to participate, however one vendor elected not to submit an offer as they were not interested in outsourcing the engineering services and had no engineer on staff to perform those requirements. The remaining vendor- Productions Unlimited submitted their offer which was deemed responsive and responsible. This vendor has previously performed work at the Township and is familiar with the 100+ year old facility. Staff recommends award to Productions Unlimited.



Agenda Briefing

Prepared by:	Brittney Hoyle Terry		Title:	Director
Department:	Risk Management	Division:		
Date Prepared:	December 01, 2021	Meeting Date:	December 17, 2021	
Legal Review	Patrick Wright via email		Date:	December 01, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	December 02, 2021
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Committee	Administration & Finance			
Subject:	Vehicle Leasing Negotiations			

STAFF’S RECOMMENDED ACTION:

Staff recommends Council approval to award the vehicle leasing contract to Enterprise Fleet Management Based upon their local presence, experience in providing this unique service to government entities and their participation in numerous other South Carolina local governments.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

During the FY22 budget process, Council approved moving to a leasing program and designated appropriate funding for this program. Funding allocation is discussed further in this document. The department has been working closely with Administration and the Office of Budget & Grants Management to ensure funding is recommended for subsequent years.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Office of Risk Management (ORM) requests approval to negotiate a contract for a Vehicle Leasing to Enterprise Fleet Management. The amount of the contact exceeds \$100,000; therefore Council approval is necessary. ORM has been working on a project to streamline the management of County fleet vehicles. Determining how best to select a vendor for this project required careful consideration. There are limited vendors with the expertise to provide the number of vehicles and service level to Richland County that also provide financial means for to sustain this project for the long term. While determining the most suitable means to secure a vendor, Enterprise Fleet Management was identified as an available vendor through the Sourcewell (formerly NJPA) Cooperative Purchasing Program (Contract 060618 - EFM Effective Dates 7/24/2018 through 7/24/2022). Richland County is a member of Sourcewell Cooperative (ID #20410) which under our procurement process allows for the vendor to be selected without issuance of an RFP. Additionally the following considerations also support the decision to recommend Enterprise Fleet Management to provide this service for Richland County.

- Enterprise Fleet Management was recently named by Automotive Fleet Magazine as the largest fleet management provider in the United States. Enterprise Fleet Management has over 1,700 government clients with over 50,000 vehicles leased. 190 of those governmental entities are located in SC, NC, and GA. There are 15 South Carolina counties that utilize Enterprise.
- There are more than 50 Enterprise Fleet Management offices nationwide. There is a location in Columbia.
- Enterprise Fleet Management offers a customized customer website to track inventory costs, mileage/vehicle usage, recalls, current market values, equity position, etc.
- Enterprise Fleet Management also offers onsite, in-person quarterly update meetings, a six month review, and an annual review/strategy meeting to monitor progress and plan the next stage of the program.
- Enterprise Fleet Management assists with vehicle resale and replacement strategy to maximize the return on replaced vehicles.

After lengthy discussion and research, Enterprise was identified as the best option, due to their local accessibility, client portfolio, and a proven track record with governmental entities. The attached "Onboarding Roadmap" outlines the process through the first year of the program.

As a reminder, the cost for year one of this program is estimated to be \$2,549,897. Because of ordering, delivery, and payment terms for the vehicle, this full amount will not be payable in this fiscal year. During the budget process for FY 2022, Council approved the allocation of \$924,949 in funding for this program. Additional funding for the program was allocated as follows:

- \$500,000 FY2022 Vehicle Replacement Fund allocation, and
- \$200,000 FY2022 Vehicle Replacement Fund Balance

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Budget Spreadsheet from FY 2022 Budget Process
2. Council Minutes – Third Reading of the Budget
3. Enterprise Leasing Onboarding Document

Proforma for Vehicles																
			2022		2023		2024		2025		2026		2027		2028	
	Total	2022	Lease	Sale/Equity	Lease	Sale/Equity	Lease	Sale/Equity	Lease	Sale/Equity	Lease	Sale/Equity	Lease	Sale/Equity	Lease	Sale/Equity
Sheriff	696	212	1,916,438	628,650	3,546,495	1,147,713	4,835,089	1,384,996	6,108,654	1,582,867	6,399,649	2,265,775	6,399,649	1,472,657	6,399,649	1,236,294
Non-Emergency	202	64	368,658	274,500	692,589	240,338	867,353	347,900	1,147,204	795,232	1,168,778	118,250	1,168,778	864,439	1,168,778	745,812
Coroner	37	17	153,082	81,563	293,954	16,150	324,140	115,150	324,140	101,505	342,368	80,750	342,368	242,272	342,368	242,272
EMS	8	4	31,157	14,250	51,061	8,925	61,111	15,400	71,162	8,700	71,162	0	71,162	32,220	71,162	37,640
Ambulance	31	11	34,625	76,750	94,938	63,325	190,945	112,350	226,906	17,700	226,906	33,000	226,906	112,800	226,906	110,656
Emergency Prep	22	7	45,937	101,500	98,638	50,575	117,397	41,300	128,519	9,000	138,373	18,750	138,373	77,415	138,373	83,695
Emergency Services			111,719	192,500	244,637	122,825	369,453	169,050	426,587	35,400	436,441	51,750	436,441	222,435	436,441	231,991
Total			2,549,897	1,177,213	4,777,675	1,527,026	6,396,035	2,017,096	8,006,585	2,515,004	8,347,236	2,516,525	8,347,236	2,801,803	8,347,236	2,456,369
Net After P/Y Sale/Equity			2,549,897	3,600,462	4,869,009	5,989,489	5,832,232	3,028,908	5,890,867							
LESS:																
Current VRF Appropriation*			700,000	700,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
			1,849,897	2,900,462	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009
Maintenance and Fuel Savings			0	0	0	0	0	0	0	0	0	0	0	-973,428	-973,428	-973,428
				2,900,462	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	1,555,481	1,555,481	1,555,481
Fiscal Year Cash Needed			924,949	2,025,180	3,734,736	4,929,249	5,410,861	3,930,570	2,986,460							



Richland County Council
 FY2022 Recommended Budget
 THIRD READING FY22 BUDGET
 June 10, 2021 – 6:00PM
 Zoom Meeting

- | | | |
|-----|--|-------------------------------|
| 1. | <u>CALL TO ORDER</u> | The Honorable Paul Livingston |
| 2. | <u>ADOPTION OF AGENDA</u> | The Honorable Paul Livingston |
| 3. | An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2022) for Richland County, South Carolina for Fiscal Year beginning July 1, 2021 and ending June 30, 2022”. So as to raise revenue, make appropriations and Adopt the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2021 and ending June 30, 2022. | Director James Hayes |
| 4. | <u>Millage Agencies</u> | Director James Hayes |
| 5. | <u>Grants - Grant Recommendations & County Grants</u> | Director James Hayes |
| 6. | <u>General Funds</u> | Director James Hayes |
| 7. | <u>Special Revenue Funds</u> | Director James Hayes |
| 8. | <u>Debt Service Funds</u> | Director James Hayes |
| 9. | <u>Enterprise Funds</u> | Director James Hayes |
| 10. | <u>ADJOURNMENT</u> | The Honorable Paul Livingston |



Special Accommodations and Interpreter Services Citizens may be present during any of the County’s meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council’s office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2068, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

3rd READING BUDGET MOTIONS LIST FY22

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Notes	FY22 Second Reading Amt.	FY22 Second Reading Action	FY22 Third Reading Amount
MILLAGE AGENCIES									
1	Baron	176	Millage Agency	Richland City Recreation Comm	Additional amount to cover Capital Project at Tennis Facility	County Auditor Adjusted No Mill Increase \$15,950,000	16,129,500 \$	15,900,000 \$	15,900,000 \$
1A	Baron	176	Millage Agency	Richland City Recreation Comm		Amount exceeds Cap Millage, other funding mechanisms could possibly be considered	325,000 \$	Tabled	325,000 \$
2	Baron	176	Millage Agency	Columbia Area Mental Health		County Auditor Adjusted No Mill Increase \$2,462,500	2,462,500 \$	3,462,500 \$	3,462,500 \$
3	Baron	176	Millage Agency	Public Library		County Auditor Adjusted No Mill Increase \$30,100,000	30,700,000 \$	30,700,000 \$	30,700,000 \$
4	Baron	176	Millage Agency	Merchants Zoo		County Auditor Adjusted No Mill Increase \$2,865,000	2,865,000 \$	2,865,000 \$	2,865,000 \$
5	Baron	176	Millage Agency	Merchants Technical College		County Auditor Adjusted No Mill Increase \$2,425,000	2,425,000 \$	2,425,000 \$	2,425,000 \$
6	Baron	176	Millage Agency	Merchants Tech Capital Debt Service		County Auditor Adjusted No Mill Increase \$3,935,000	3,935,000 \$	3,935,000 \$	3,935,000 \$
7	Baron	176	Millage Agency	Merchants Tech Capital Debt Service		County Auditor Adjusted No Mill Increase \$3,935,000	3,935,000 \$	3,935,000 \$	3,935,000 \$
8	Baron	176	Millage Agency	School District One		County Auditor Adjusted No Mill Increase \$28,772,833	28,772,833 \$	28,533,833 \$	28,533,833 \$
				School District Two		County Auditor Adjusted No Mill Increase \$168,105,055	167,105,055 \$	167,105,055 \$	167,105,055 \$
GRANTS									
9	Administration	92-93	Special Revenue Fund	Accommodations Tax Grants	Approval of A-tax Committee Recommendations		\$ 100,000 \$	100,000 \$	100,000 \$
9A	Livingston		Special Revenue Fund	Accommodations Tax Grants	Motion to Fund Columbia Metropolitan Convention Center and Visitors Bureau		\$ 92,000 \$	Tabled	
10	Livingston	96	Special Revenue Fund	Hospitality Tax	Approval of the funding level for the Ordinance Agencies	Columbia Museum of Art, Historic Columbia, Elventure, Township (Admin has no recommendation)	\$ 1,921,186 \$	1,921,186 \$	1,921,186 \$
10A	Livingston	96	Special Revenue Fund	Hospitality Tax	Motion to Fund Ordinance Agencies at the FY21 Level		\$ 1,921,186 \$	1,921,186 \$	1,921,186 \$
11	Administration	98-104	Special Revenue Fund	Hospitality Tax	Approval of H-tax Committee Recommendations	This is the total value of all committee recommendations	\$ 500,000 \$	500,000 \$	500,000 \$
11A	Administration		Special Revenue Fund	Hospitality Tax	Move to award funding of Fiscal Year 2021 Accommodation Tax Awards at the minimum of their FY 21 funding level for Fiscal Year 2022, using \$100,000 of available Accommodation Tax funding and using Hospitality Tax fund balance totaling \$225,000	This recommendation will allow the approved groups to receive funding consistent with current year levels, while allowing Richland County to balance the Accommodation Tax fund.	\$225,000 \$		\$225,000 \$
12	Livingston	96	Special Revenue Fund	Hospitality Tax	Approval of recommended funding level for Special Promotions Agencies at FY21	Columbia Metropolitan Convention Center and Visitor's Bureau (\$104,091) & Columbia International Festival \$151K (Admin has no recommendations)	\$ 255,091 \$	255,091 \$	255,091 \$
12A	Livingston	96	Special Revenue Fund	Hospitality Tax	Motion to Fund Columbia Metropolitan Convention Center and Columbia International Festival	Columbia Metropolitan Convention Center and Visitors Center and Columbia International Festival	\$ 351,000 \$	Tabled	
13	Livingston	96	Special Revenue Fund	Hospitality Tax	Approval of SERCO (Tier 3) funding level	Admin has no recommendations	\$ 67,895 \$	67,895 \$	67,895 \$
14	Livingston	97	Special Revenue Fund	Hospitality Tax	Approval of Gateway Pocket Park/Blight Removal Project	Admin has no recommendations	\$ 250,000 \$	250,000 \$	250,000 \$
15	Livingston	97	Special Revenue Fund	Hospitality Tax	Approval of Historical Corridor funding level	Admin has no recommendations	\$ 372,715 \$	372,715 \$	372,715 \$
16	Livingston	97	Special Revenue Fund	Hospitality Tax	Approval of Famously Hot New Year (Tier 3) funding level	Admin has no recommendations	\$ 75,000 \$	75,000 \$	75,000 \$
16A	Livingston	97	Special Revenue Fund	Hospitality Tax	Motion to Fund Famously Hot New Years	Admin has no recommendations	\$ 75,000 \$	75,000 \$	75,000 \$
17	Administration	97	Special Revenue Fund	Hospitality Tax	Approval of Councilmember H-tax allocations funding level	Admin has no recommendations/Reduced by 50% in FY21; we will need clarification of Council's desire to rollover any unexpended Council allocations	\$ 906,675 \$	906,675 \$	906,675 \$
18	Administration	97	Special Revenue Fund	Hospitality Tax	Approval of Reserve for Future Years/Contingency funding level		\$ 150,000 \$	150,000 \$	150,000 \$
19	Administration	97	Special Revenue Fund	Hospitality Tax	Approval of Transfers-Out funding level/Cost Allocation	Htax Debt Service and Support of the General Fund	\$ 4,487,750 \$	4,487,750 \$	4,487,750 \$
20	Administration	97	Special Revenue Fund	Hospitality Tax	RC Volley ball Complex	Admin has no recommendation; new group seeking Council funding	\$ 3,950,000 \$	3,950,000 \$	3,950,000 \$
21	Administration	97	Special Revenue Fund	Hospitality Tax	SC Kings Foundation New Level Sports Center	Admin has no recommendation; new group seeking Council funding	\$ 9,500,000 \$	9,500,000 \$	9,500,000 \$
22	Baron		Special Revenue Fund	Hospitality Tax	I would like to make a motion we fund the Big Red Barn out of Htax Funding				
23	Baron		Special Revenue Fund	Hospitality Tax	I would like to make a motion that any non profit that cannot be funded out of Htax funding in the FY2022 Budget and Council chooses to fund be considered to be funded with relief funds.				
24	Administration	105-106	Special Revenue Fund	Richland County Conservation Commission	RCCC Community Conservation Grants and Historic Preservation Grants	Part of the Overall Conservation Commission Budget	\$ 250,000 \$	250,000 \$	250,000 \$

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Notes	FY22 Second Reading Amt.	FY22 Second Reading Action	FY22 Third Reading Amount
24A	Administration	106	Special Revenue Fund	Richland County Conservation Commission	Rollover of Conservation Grant	Part of the Overall Conservation Commission Budget	6,500 \$	6,500 \$	6,500 \$
25	Administration	108-111	Special Revenue Fund	Richland County Neighborhood Redevelopment	Neighborhood Improvement matching grants Committee	Part of the Overall Neighborhood Redevelopment Budget	37,388 \$	37,388 \$	37,388 \$
26	Administration	112-118	Special Revenue	Grants	Approve grants departments are applying for FY22	* Departments requesting approval of \$330,889 in matching funds for grants requiring cash match. * Departments requesting approval of grants departments are applying for totalling incoming potential revenue of \$38,212,127 including associated matching needed	\$28,212,127	\$28,212,128	\$28,212,128
GENERAL FUND									
27	Administration	5	General Fund	County Departments	Approve as presented in Budget Work Sessions	Admin Base amount: will increase per Council Motions	\$179,413,664	\$179,413,664	\$179,413,664
27A	Administration	5	General Fund	Transfer Out	Approve as presented in Budget Work Sessions	General fund support of other funds; Will increase per other Motions	\$8,517,112	\$8,517,112	\$8,517,112
27B	Administration		General Fund	Transfers Out	Motion to appropriate \$925,000 to be added to the vehicle replacement fund to enable the execution of a vehicle lease program in FY2022. These funds would be sourced from the additional State appropriation to the local government fund. Additional funding for this project will be from the vehicle replacement fund FY2022 appropriation and funds that exist in the vehicle replacement fund.	Any additional funds from the additional local government funds will be used to reduce the overall budget impact on the general fund balance. Will increase Item 27A			\$925,000
27C	Terraco		General Fund	Soil and Water Conservation District	Move to restore \$154,217 to the salaries and benefits line items associated with providing staff support for the RCSWCD staffing; with the expectation that any increases not explicitly approved by Council must be funded from another funding source provided by the RCSWCD.	These recommendations will allow RCC and RCSWCD to function independent of one another, as requested. Will increase Item 27			\$154,217
28	Administration	86-88	General Fund	Discretionary Grant	Approve total of \$200,000 in discretionary grant committee recommendations		\$200,000	\$200,000	\$200,000
29	Administration	90	General Fund	Contractual & Statutory Grant - Central Midlands COG, City Center Partnership, LRADAC	Approve as presented in budget work sessions	City Center would remain at the annual \$47,500 and not the requested \$75K	\$848,326	\$848,326	\$848,326
30		89	General Fund	Lump Sum Allocations	Base amount approved FY21 \$21,310,364	Admin has no recommendations	\$2,281,993		
30A	McBride		General Fund	Lump Sum Allocations	Move to allocate \$75K to St. John Community Development Corporation	to help fund "Project URGENCY" - (1) Move to allocate \$75,000 to Saint John Community Development Corporation to help fund "Project URGENCY" (Understanding Real Generational Educational and Economical Needs of Community and Youth). The funding is to be designated as a Lump Sum Outside Agency Appropriation.	\$75,000	\$75,000	\$75,000
30B	McBride		General Fund	Lump Sum Allocations	Move to allocate \$60K to Willey Kennedy Foundation	Expansion of Its Embrace and Engage Richland County Community Initiative: "Move to allocate a total of \$60,000 to Willey Foundation for the expansion of its Embrace and Engage Richland County Community Initiative to strengthen the community's civic engagement, economic growth and well-being beyond preventing violence or crime. The funding is to be designated as a Lump Sum Outside Agency Appropriation."	\$60,000	\$60,000	\$60,000
30C	McBride		General Fund	Lump Sum Allocations	Move to allocate an additional \$10K to Greenview Swim Team	Expand the number of children and free lessons for families that cannot afford. "Move to allocate an additional \$10,000 to Greenview swim team request to expand the number of children and free lessons that will be available for families who can't afford to pay for swimming lessons and activities. This is a countywide project contingent on availability of county and city swimming pools. Arrangements will be negotiated with appropriate parks and recreation directors. The funding is to be designated as a Lump Sum Outside Agency Appropriation. Third Amount: represents the total requested by Group	\$10,000	\$10,000	\$20,000
30D	Livingston		General Fund	Lump Sum Allocations	Move to fund the following groups at the FY21 level: Capitol Senior Center, Glenison University Extension, Columbia Urban League, Communities in School, Eigenully, Greater Columbia Community Relations, Palmetto AIDS Life Support, SC HIV AIDS Council, Senior Resources, Transitions Homeless Shelter		\$1,451,439	\$1,451,439	\$1,451,439
30E	Livingston	89	General Fund	Lump Sum Allocations	Move to fund United Way at amount requested		\$281,425	Motion didn't pass.	Motion didn't pass.
30F	Terraco/Mackey		General Fund	Lump Sum Allocations	MIRCI (Mental Illness Recovery Center)	MIRCI (Mental Illness Recovery Center) for services to youth and adults aged 17 and above, including Homeless Outreach, Permanent Housing, Behavioral Healthcare, and care for those with severe and persistent mental illness.			\$250,000
30G	Terraco		General Fund	Lump Sum Allocations	Animal Mission	Funding for spay/neuter program			\$21,000
31		79	Various	Various	To allocate Lump sum funding to various groups that have historically been funded in multiple funds: \$53,000 Columbia Chamber of Commerce for BBAC; \$20,000 for Congaree River Keeper; \$42,900 keep the Midlands Beautiful; \$53,000 River Alliance	Groups also awarded lump sum discretionary allocations from other funds or another portion of the General Fund represents the FY21 funding level; Admin has no recommendations	\$168,900	\$168,900	\$168,900

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Notes	FY22 Second Reading Amt.	FY22 Second Reading Action	FY22 Third Reading Amount
31A	Livingston		Various	Various	Move to Fund the River Alliance at the FY21 Level	Funded in Item 31	\$53,000	\$53,000	\$53,000
SPECIAL REVENUE FUNDS									
32	Administration	132	Special Revenue	Victims Rights	Allocate funding to approve Victims Assistance Budget		1,094,789	1,094,789	1,094,789
33	Administration	132	Special Revenue	Tourism Development	Allocate funding to approve Tourism Development Budget		1,000,000	1,000,000	1,000,000
34	Administration	132	Special Revenue	Temporary Alcohol Permits	Allocate funding to approve Temporary Alcohol Permits Budget		170,000	170,000	170,000
35	Administration	132	Special Revenue	Emergency Telephone System	Allocate funding to approve Emergency Telephone System Budget		6,943,223	6,943,223	6,943,223
36	Administration	132	Special Revenue	Fire Service	Allocate funding to approve Fire Service Budget		29,794,288	29,794,288	29,794,288
37	Administration	132	Special Revenue	Stormwater Management	Allocate funding to approve Stormwater Management Budget		3,511,977	3,511,977	3,511,977
38	Administration	132	Special Revenue	Conservation/Commission Fund	Allocate funding to approve Conservation/Commission Fund Budget		1,033,470	1,033,470	1,033,470
38A	Terrillo		Special Revenue	Conservation/Commission Fund	Move to restore \$100,000 to the Professional Services line item and approve the annual General Fund transfer in of \$143,988 to manage Pinewood Lake Park, Mill Creek, and Cabin Branch, as previously approved by Council, with the expectation that any unused General Fund dollars transferred shall be returned back to the General Fund balance at the end of each fiscal year, unless otherwise approved by Council	Will increase Item 38 by \$100K and will increase Item 27A by \$143,988			\$100,000
39	Administration	132	Special Revenue	Neighborhood Redevelopment Fund	Allocate funding to approve Neighborhood Redevelopment Fund Budget		850,792	850,792	850,792
40	Administration	122	Special Revenue	Hospitality Tax	Allocate funding to approve Hospitality Tax Budget		7,400,000	7,400,000	7,400,000
41	Administration	123	Special Revenue	Accommodation Tax	Allocate funding to approve Accommodation Tax Budget	Will change per Council and Admin HTAX Actions	325,000	325,000	325,000
42	Administration	132	Special Revenue	Title IV-D - Sheriff's Fund	Allocate funding to approve Title IV-D - Sheriff's Fund Budget		55,000	55,000	55,000
43	Administration	132	Special Revenue	Road Maintenance Fee	Allocate funding to approve Road Maintenance Fee Budget		8,051,033	8,051,033	8,051,033
44	Administration	132	Special Revenue	Public Defender	Allocate funding to approve Public Defender Budget		5,191,765	5,191,765	5,191,765
45	Administration	124	Special Revenue	Transportation Tax	Allocate funding to approve Transportation Tax Budget		73,000,000	73,000,000	73,000,000
46	Administration	132	Special Revenue	School Resource Officers	Allocate funding to approve School Resource Officers Budget		6,795,405	6,795,405	6,795,405
47	Administration	132	Special Revenue	Economic Development	Allocate funding to approve Economic Development Budget		1,857,915	1,857,915	1,857,915
DEBT SERVICE									
48	Administration	174	Debt Service	General Debt Service	Allocate funding to fund debt debt service		15,335,648	15,335,648	15,335,648
49	Administration	174	Debt Service	Fire Bonds Debt Service	Allocate funding to fund debt debt service		549,000	549,000	549,000
50	Administration	174	Debt Service	Hospitality Refund 2013A/B/S	Allocate funding to fund debt debt service		1,486,550	1,486,550	1,486,550
51	Administration	174	Debt Service	RC JP Bonds 2019	Allocate funding to fund debt debt service		1,604,590	1,604,590	1,604,590
52	Administration	174	Debt Service	Park Richard Public Svc Dist	Allocate funding to fund debt debt service		1,438,560	1,438,560	1,438,560
53	Administration	174	Debt Service	Recreation Commission Debt Svc	Allocate funding to fund debt debt service		3,240,125	3,240,125	3,240,125
54	Administration	174	Debt Service	Reverbank 200 Debt Service	Allocate funding to fund debt debt service		2,529,374	2,529,374	2,529,374
55	Administration	174	Debt Service	School District 1 Debt Service	Allocate funding to fund debt debt service		41,891,138	41,891,138	41,891,138
56	Administration	174	Debt Service	School District 2 Debt Service	Allocate funding to fund debt debt service		65,822,488	65,822,488	65,822,488
57	Administration	174	Debt Service	Transportation Bonds	Allocate funding to fund debt debt service		31,832,222	31,832,222	31,832,222
ENTERPRISE									
58	Administration	154	Enterprise	Solid Waste Enterprise Fund	Allocate funding to approve Solid Waste Budget		37,067,254	37,067,254	37,067,254
59	Administration	154	Enterprise	Richard County Utilities	Allocate funding to approve Richard County Utilities Budget		10,850,000	10,850,000	10,850,000
60	Administration	154	Enterprise	Hamilton-Owens Airport Oper	Allocate funding to approve Airport Budget	Includes Transfer In from the GF	577,446	577,446	577,446



YOUR FLEET ROADMAP

WHAT TO EXPECT DURING YOUR FIRST YEAR.

We're here to make your job managing your fleet as easy as possible – and that starts with letting you know how the next year with Enterprise Fleet Management will unfold.

Partnership Begins

MONTH 1-3

MONTH 3 - 6

MONTH 6 - 12

3-month check in.
Let's talk.



Welcome

Meet your local account team – the people who will be taking care of you and your fleet.

[More →](#)

Plan

Establish your customized implementation roadmap, including replacement milestones, annual goals and more.

[More →](#)

Train

Make sure everyone on your team, including your drivers, has everything they need for a smooth transition.

[More →](#)

Implement

Get everything rolling, including your client portal and the eFleets Mobile App.

[More →](#)

6 Month Review

Take a look back at your first year, celebrate success, spot areas for improvement and make a plan for the next year.

[More →](#)

Annual Review

Remember that we'll never stop working by your side to make your fleet the very best it can be.

[More →](#)



WELCOME

Our job is to make your job easier – and that starts with getting to know us and how we work. At this first meeting, you'll meet your Account Management team, either on the phone or in person. We'll revisit your goals, and show you how to achieve them using key elements of your fleet management program.

What to expect:

- Introduce key team members
- Review expectations for next 12 months
- Walk through implementation packet

After this meeting, you'll receive:

Comprehensive implementation packet, with information on how to use each part of your program

Who should attend:

From Enterprise:

Enterprise Fleet Management Manager
Account Executive
Account Manager

From your team, involved with the fleet program:

Business Executive
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)
Accounts Payable (AP)
Administrative Personnel



PLAN

As we start to put your program into motion, we believe it's valuable to outline key expectations and responsibilities. At this second step, we'll share key fleet maintenance, repair and replacement milestones. Our team will also provide detailed descriptions of the next steps – and who's responsible for each.

What to expect:

- Create ongoing strategy for resale and replacement
- Establish benchmarks and milestones
- Outline team responsibilities moving forward
- Ensure we have accurate driver information to upload into the website

After this meeting, you'll receive:

Fleet implementation guide with key milestones and responsibilities

Who should attend:

From Enterprise:

Enterprise Fleet Management Manager
Account Executive
Account Manager

From your team:

Business Executive
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)
Accounts Payable (AP)
Administrative Personnel



TRAIN

Next, we'll help you introduce Enterprise Fleet Management to your team. We will work with you to rollout the program to your drivers, and verify any specific vehicle delivery expectations. We'll also give you an in-depth look at your client portal and the eFleets Mobile App.

What to expect for administrators:

- Set up access to client portal
- Arrange dashboards bringing key data points forward
- Make sure drivers are set up for access to the Mobile App

What to expect for drivers:

- Create driver logins for the eFleets Mobile App
- Verify driver preferences and vehicle delivery expectations
- Walk-through of the new fleet program and services

After this meeting, you'll receive:

Full access to client portal and eFleets Mobile App

Who should attend:

From Enterprise:
Account Manager
Account Fleet Coordinator

From your team:
Drivers
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)
Administrative Personnel



IMPLEMENT

As your first vehicles are replaced or delivered, we'll have a quick meeting to make sure everything is rolling along as you expect. We'll also take this chance to answer any questions you may have – but of course, you're free to reach out to us at any time.

After this meeting, you'll receive:

- Confirmation of any action items we have identified.
- Provide Accounts Payable with the Business Solutions (866-556-2864) team information to ensure billing is accessible and current.

Who should attend:

From Enterprise:
Account Manager

From your team:
Primary Fleet Contact (PFC)
Accounts Payable (AP)



THREE-MONTH CHECK-IN

We're all about celebrating milestones – but we're also here to make sure you're ready for whatever lies ahead. Three months in, we'll bring our teams together again to verify everything is going according to plan, and set a schedule for the six-month meeting.

What to expect:

- Study initial vehicle data to spot any performance gaps
- Review initial vehicle deliveries
- Ensure you know how to log into the client website
- Review billing statement and how to access
- Answer any outstanding questions or concerns

After this meeting, you'll receive:

Confirmation of next steps or adjustments to 12-month plan based vehicle data

Who should attend:

From Enterprise:
Account Manager

From your team:
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)



6 MONTH REVIEW

We believe the best way to make smart decisions about your fleet is to have the right data at your fingertips whenever you need it. Now that your fleet has been on our system for a while, we'll share some initial trends and measure these against your goals.

What to expect:

- Review vehicle performance and driver behavior
- Identify areas for recognition
- Measure performance against goals
- Study trends for opportunities to shift plan

After this meeting, you'll receive:

Confirmation of any revisions to 12-month plan based on vehicle trends

Who should attend:

From Enterprise:
Account Manager

From your team:
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	November 21, 2021	Meeting Date:	December 16, 2021
Legal Review	Patrick Wright via email	Date:	December 01, 2021
Budget/Finance Review	Stacey Hamm via email	Date:	December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Solid Waste & Recycling Collections: Area 1 Collections Agreement Amendment		

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of the attached Amendment to the Area #1 Collections Agreement.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This negotiation result has several positive results:

1. The contractor will eliminate the Consumer Price Index (CPI) that will otherwise occur on January 1, 2022 on all other contracts. This will reduce the cost for the months of January and February of 2022.
2. The re-negotiated contract rate is very favorable to the County. The Contractor has agreed to a curbside unit rate reduction of 19% and backyard unit rate reduction of 45%, compared to the existing contract.
3. The Contractor has agreed to all terms of the Amendment.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

County Procurement Code

MOTION OF ORIGIN:

“Mr. Malinowski stated the committee recommendation was for denial of the award of the contract.”

Council Member	October 26, 2021 Administration & Finance Committee Recommendation
Meeting	Regular Session
Date	November 09, 201

STRATEGIC & GENERATIVE DISCUSSION:

Following the Council confirmation of the motion to deny the results of the procurement process, the County staff negotiated the contract in order to achieve positive results for the customers.

The contract will be in effect starting on March 1, 2022 and continue for three years with two one-year extensions. The results of the contract negotiation is enumerated below and provides the Contractor's commitment to efficient services to the customers of Richland County. Waste Management of South Carolina is the current provider; therefore, there will be a continuity of services. The following positive actions will happen:

1. The contractor agreed to reduce the rates to reduce the cost of this contract. This will assist the enterprise from significant cost increases.
2. The contractor agrees to eliminate the Consumer Price Index (CPI) increase that would have otherwise occurred by contract terms, from January 1, 2022 to March 1, 2022. This saves additional costs to the enterprise. Note that the CPI through October has now risen to 6.2 %. There are other collection areas where the costs will rise on the CPI.
3. With implementation of the contract extension, SWR does not anticipate any service interruptions for the residents of Area 1. As the incumbent service provider, we do not expect any changes to collection days. The Contractor has provided Richland County with plans going forward on how to improve collections and has been monitored weekly by staff at SWR. The provider has retained the services of additional employees that will be integral to the service levels expected by residents and the County.
4. The contractor has agreed to all terms including penalties.
5. The contractor will be equally sharing in operating costs to promote their engagement in customer service. The contractor will become fully responsible for the cost of Fleetmind equipment and system maintenance.

If the request is denied, the following is subject to occur:

1. With a denial of this recommendation, County residents will be without curbside service for an undetermined period of time. The ability of another Contractor to provide this service will come with higher rates and lengthy delays. The inability to collect municipal solid waste weekly can lead to potential health and vector issues.
2. The only alternative is to re-issue an RFP for collection area 1, again. Analyzing the results from the most recent RFP, we found that solid waste collection contractors are in short supply.
3. As indicated in the negotiation, the existing contractor may not be adding dedicated staff as outlined in the proposal. This scenario following a denial has a negative effect on the Richland County Customers and the service levels they expect.

4. If this above happens, the County will be responsible for the higher existing rate plus the CPI on January 1, 2022.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This amendment will comply with the ordinance, Chapter 12 - Solid Waste and Recycling, both existing and the re-write in progress.

This amendment will become a standard for amending all other contract areas in order to provide compliance with County Laws and equity to all Contractors with regard to standardized County operations.

ATTACHMENTS:

1. Amendment #2 to Service Area #1 - Collections Agreement
2. Service Area #1 Collections Agreement and Contract
3. Amendment #1 - Assignment of Service Area #1 - Collections Agreement

STATE OF SOUTH CAROLINA)
) AMENDMENT #2 TO SERVICE AREA #1
 COUNTY OF RICHLAND) COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT is made this ____ day of _____, 2021, by and between Waste Management of South Carolina, Inc. (the Contractor), by and with Richland County, South Carolina (the County).

WHEREAS, the Contractor entered into the Service Area #1 Collections Agreement and Contract, dated July 31, 2014 (the Agreement), via the first Amendment to the Contract, dated July 18, 2018, the Assignment of Service Area #1 Collections Agreement, to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

WHEREAS, on _____, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

WHEREAS, the term of the agreement hereby commences on March 1, 2022 and expires on February 28, 2025, but allows for two additional renewal periods for a maximum extension to February 28, 2027; and

WHEREAS, the terms of this Amendment supersede the terms of the parent Agreement and prior Amendment to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments:

Exhibit "A" Scope of Services and Requirements - Service Area 1:

2. B. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside. Quantities limited to the equivalent of 2 roll carts. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. Bulk Item Collection by appointment. Items are limited to four (4) items per request. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage, the Contractor assumes all responsibility for those damages.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to a bi-monthly service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its fullest to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor. Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3. Unit Collection Rate. The new contract base rate will be \$20.68 per customer per month. The new backyard service rate will be \$37.22 per customer per month. The new backyard service rate calculated at 1.8 x base curbside rate. These new rates become effective on March 1, 2022.

3. Annual Consumer Price Index Adjustment. Percentage adjustment, up or down, to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. (The Contractor will not utilize the CPI for the 2022 Calendar Year, furthermore, will maintain its 2021 rates until this Amendment is in effect with new rates).

3. Monthly Fuel Adjustment. Removed by this amendment.

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collection's vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. The Contractor shall immediately report fuel and oil spills of any size to the C.O.R. and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be service weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the

Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart
- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart

To County: _____

To Contractor: _____

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Contractor
Waste Management of South Carolina, Inc.

Witness

Richland County, South Carolina, hereby accepts and consents to this Amendment.

Richland County, South Carolina

Witness

SERVICE AREA #1 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 31st day of July, 2014, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Allwaste Services Inc whose address is 227 Glassmaster Road, Lexington, SC 29072, hereinafter referred to as "Contractor". This Contract will be effective as of January 1, 2015 and shall end December 31, 2019 subject to the terms and conditions of this Contract. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #1.

WITNESSETH

WHEREAS, the County desires to continue to engage Contractor to render solid waste collection and transportation services in Service Area #1 of the County;

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County will retain Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical Information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with Contractors and employees, business plans and business developments, Information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who have authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and contractor performance during the life of this specific Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Allwaste Services Inc."

- E. "Contractors Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.
- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Richland County Government", South Carolina hereinafter will be referred to as "County".
- I. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-consultant or any third party for the purpose of obtaining services as agreed under this Contract.
- J. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #1 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act

US Citizenship and Immigration Service Employment Eligibility Verification Program

3. ADVICE

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a

Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4).b) be paid over to the County unless the County has already offset those monies under 6.C.4).a). In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5), including this paragraph but excepting 6.C.1), in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract will not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without advance written approval of Richland County Council. In the event Contractor does not receive such approval prior to the closing of a transaction that includes the assignment of this Contract, Contractor agrees that it will continue to perform this Contract for up to thirty (30) days thereafter to allow the County time to either approve the assignment or terminate the Contract as permitted by Section 37 hereof.

8. AUDIT AND RECORDS

- A. As used in Section 8, "records" Includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide Information and submit reports on employment as County requests. Failure to comply may result in termination of this contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of

them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Contract, any dispute concerning any question of fact or law arising under this Contract that is not disposed of by agreement between Contractor and the County shall be decided in accordance with the then current ordinances of the County, the laws of the State of South Carolina, and Federal Law.

15. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

16. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

17. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

18. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below 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 Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of

Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

- 1) contractual liability;
- 2) a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
- 3) a provision that the policy is primary to all other insurance or self-insurance.
- 4) endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

19. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

20. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

21. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party;

Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Government, Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Allwaste Services, Inc, 227 Glassmaster Road Lexington, SC 290729*

22. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

23. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

24. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond Issued by a surety company licensed to conduct business in South Carolina in the principal sum of twenty-five (25) percent of the cost of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for three months and shall be a one-year bond renewed and adjusted each year to the three month amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

25. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2019, commencing on January 1, 2015, unless Contract is terminated sooner by its own terms or is extended or is renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

26. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

27. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his

action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

28. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

29. QUALIFICATIONS:

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that they are financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them to complete this contract. Contractor certifies that they are able to render prompt and satisfactory service in the volume called for under this contract.

County may make such Investigation, as he deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at anytime throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

30. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #1 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, Integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the contract;

- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #1.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

31. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #1 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

32. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in

full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

33. SOUTH CAROLINA LAW CLAUSE:

The Contractor must comply with the laws of South Carolina and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

34. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall be required to certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

A. Contractor(s) shall be required to provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

35. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

36. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required

by the Internal Revenue Service (IRS) to be used by the Contractor In reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- B. All Contractors must submit the information required in paragraphs 36.D, 36.E and 36.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting Contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the Information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.
- C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting Contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN 203-1065
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. ~~Common parent.~~

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

37. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within ten (10) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County

to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

38. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #1
- C. ENTIRE CONTRACT

This Contract Including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, including, without limitation, the Current Contract, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

No Contract hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective on January 1, 2015.

_____ NOT USED _____

ALLWASTE SERVICES INC

Print/Type Name of Agent: *Daniel G. Hicks*

Title of Agent: *President*

Authorized Agent Signature: *[Signature]* Date: *7/8/2014*

Print/Type Name of Attestor: *Deborah T Meetze*

Signature of Attestor: *[Signature]* Date: *7/8/2014*

My Commission Expires October 1, 2023

(Must be notarized by a Notary Public)



RICHLAND COUNTY GOVERNMENT

Print/Type Name of Agent: *Tony McDonald*

Title of Agent: *County Administrator*

Authorized Agent Signature: *Tony McDonald* Date: *7/31/14*

Print/Type Name of Attestor: *Ashiya A. Myers*

Signature of Attestor: *Ashiya A. Myers* Date: *7/31/14*

Richland County Attorney's Office

[Signature]

Approved To LEGAL Form Only.
No Opinion Rendered As To Content.

SEAL

Michelle Onley
(Must be notarized by a Notary Public)

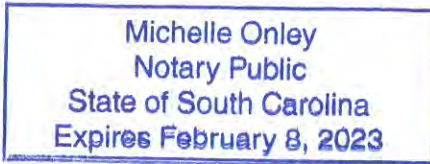


EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #1

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential collection service within the area defined as Service Area #1.

Contractor shall collect solid waste from households, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person and/or the spouse, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for collection under this Contact. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial customers are responsible for storage, collection, and disposal of solid waste generated by their activities. These customers may negotiate with any company providing such services. Commercial customers whose solid waste requirements can be handled by no more than two (2) roll carts per week may be considered for residential type solid waste collection service by the County pursuant to County ordinance and if approved shall be collected under the terms of this contract.

2. SERVICES

Residential collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Residences on corner lots may receive the service from the front or side street. Said collections shall not begin before 7:00 AM and shall be completed by 7:30 PM on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. . Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th.

A. Contractor shall at a minimum provide the following to each eligible residential household and any approved small business:

Garbage Collection Service shall be provided pursuant to the following conditions:

- 1) Household Garbage shall be collected once each week using roll carts designated by the COR.
- 2) Commercial and residential type garbage shall be collected from approved small businesses once each week using roll carts designated by the COR.
- 3) Regular garbage collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 4) Neither household waste nor commercial waste may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables.
- 5) Excess garbage beyond that which can be placed in the roll cart shall be collected

when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the excess garbage placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage to cease the practice or require the generator to pay for additional roll cart service.

- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine landscape maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine landscape maintenance shall be collected in unlimited quantities when stacked neatly at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage, commercial garbage or recyclables and must be picked up separately;
 - 4) Yard waste shall be collected in unlimited quantities provided:
 - a) The items are placed in neat stacks or piles at the curb; and,
 - b) The items do not extend into the street,
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection by Appointments shall be performed as follows:
- 1) There are no limits to the number of appointments or the quantities as long as the items come from the house at the location and the house is eligible for curbside service.
 - 2) Large appliances, household furnishings, and large yard toys are considered bulk items and shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances, such as refrigerators are considered bulk items and, shall be collected by appointment, only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items also include but are not limited to, in-door and out-door furniture, white goods, and playground equipment if disassembled etc.) shall be collected by appointment.
 - 5) Contractors will not charge households for any appointment only.
- E. Other
- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts and recycle bins are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute

between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.

- 2) The Contractor shall not be required to collect the following types of solid waste under terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from tree removal.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.

- 3) The Contractor shall request, in writing, permission to make any changes to the collection schedule for household garbage, recyclables or yard waste at least four weeks in advance. Contractor must provide a collection schedule (Contractor's expense) to each customer, the COR and the Director of Solid Waste and Recycling no later than fourteen (14) business days prior to any changes. The contractor must have received written authorization from the County prior to initiation of a schedule change. The County is not obligated to grant such requests if deemed not to be in the best interests of the County.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor agrees not to charge fees or seek payment from households or small businesses for any services provided through this Contract and further agrees not to sell collection service to households while providing services for the County.

- 5) If or when the County decides to incorporate radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for use under this Contract with the necessary hardware to administer the program. The County will be responsible for all initial installation and de-installation costs. The Contractor hereby agrees to maintain all such equipment whether repairs

or replacement is required through the term of this Contract. The RFID equipment installed on the Contractor's vehicles shall remain the property of the County thus shall be returned to the County at the end of this Contract. The County and the Contractor will mutually agree to an additional rate per home per month, in advance of the initial installation, as compensation to account for the RFID equipment repair and replacement provision once the RFID vendor is determined. The repair and replacement rate per home per month will be re-negotiated if the contract is extended.

- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance pursuant to the terms of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #1 by the unit price per household garbage roll cart or small business garbage roll cart as established in this Contract;
- B. The number of eligible households garbage roll carts and approved small business garbage roll carts in Service Area #1 shall be adjusted monthly by the COR to account for permanent additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, etc.;
- C. Temporarily vacant household will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and damages to roll carts or recycle bins from pay when determined by the County to be the fault of the Contractor;
- E. The County will not pay for non-pickup;
- F. Payment will not be made for collection, transportation and disposal services other than County approved services;
- G. The County will not pay for collection, transportation or disposal of garbage, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage, residential yard waste, bulk items and residential recyclables for Service Area #1:

The service cost per eligible household garbage cart per month shall cover household garbage, recycling, bulk items and yard waste collection services.

Service Area #1	Carts to be serviced as of January 1, 2015
Cost per eligible household (or small business) garbage roll cart per month for curbside service	\$20.60
Ascot – Backyard Service	
Cost per eligible household garbage roll cart per month for backyard service	2.5 Times the curbside garbage roll cart rate
Consumer Price Index (CPI)	3.5% per year
Fuel Threshold	\$3.80 per gallon consistent with the fuel escalator schedule below.
Fuel Escalator Schedule	
For every ten (10) cent increase in diesel fuel prices over \$3.80 per gallon, the fuel surcharge will increase the monthly household garbage cart cost by 1.0%	
For every ten (10) cent increase in diesel fuel prices over \$5.25 per gallon, the fuel surcharge will increase the monthly household garbage cart cost by 0.25%	
The backyard household collection rate shall not exceed 2.5 times the base rate for curbside collection for additional residential subdivisions requesting backyard service.	

Collection and transportation will be in accordance with the minimum requirement indicated below:

Municipal Solid Waste (MSW) Schedule and Container	Collection and transport shall be once per week in county designated roll carts
Excess MSW beyond that which can be placed in the roll cart shall be collected if placed in plastic bags or other county approved container when placed alongside the roll cart on collection day	
Recyclables Collection Schedule	Collection and transport shall be once every other week
Recyclables Container	Typically 95 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose.
Bulk Items Collection (white good, brown goods, yard furniture, large toys, etc.)	By appointment only; establish an appointment time that falls within two (2) business days of notification of a request for an appointment by the County

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls and complaints shall be responded to within 24 hours of receipt of the call or complaint from the County with valid complaints resolved within 24 hours following notification. The Contractor shall not count weekends and holidays in the time requirement for a response.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display proper identification to customers as to name of each Contractor employee and the Contractor's address so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use in the collection of solid waste under this Contract.

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide countywide collection in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

The Contractor shall not solicit for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would create a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County within thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. The COR shall approve any changes to an approved Quality Control Plan.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level including a comprehensive breakdown of the types and frequencies of inspections to be conducted, methods for correcting deficiencies, and methods for precluding recurrence of defective work when discovered.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the CO for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of SCDHEC and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These

cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (Including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each residence living on the road provided each person who owns any portion of the private road signs a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid

waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the cart to and from the curb. Recycling carts will also be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts will be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12 Section 12-1.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform

collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract and may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster **than the manufacturer's specification or eight seconds, whichever is faster.** The second time and all subsequent times during the term on the Contract a vehicle is found to have a dump cycle faster than the manufacturer's specification or eight (8) seconds, whichever is faster, the Contractor will be assessed a fine of one hundred (\$100.00), which will be deducted from the County's monthly payment to the Contractor for curbside collection service..

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a landfill tipping fee for residential waste delivered to the Richland County Landfill Inc. or other County designated landfill provided the waste was collected and transported pursuant to this Contract..

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor.

- 1) Fines for early collection start (prior to 7:00 AM) and unauthorized late collection (after 7:30 PM) on the scheduled day of collection:
 - first offense \$250.00
 - second offense \$500.00
 - third offense \$1,000.00
 - fourth termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense \$250.00
 - Second offense \$500.00
 - Third offense \$1,000.00
 - Fourth termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to the \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense: Two hundred and fifty (\$250.00) dollars
 - Second offence: Five hundred (\$500.00) dollars
 - Third offense: One thousand (\$1,000.00) dollars

This fine is in addition to E.3 above.

- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specification after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day.
- 8) Mixing commercial or "other counties" recyclables, garbage and yard waste with the County authorized household recyclables, garbage and yard waste or mixing recyclables, garbage and yard waste within the collection area will result in the following fines:
 - First offense: One thousand (\$1,000.00) dollars
 - Second offense: Two thousand (\$2,000.00) dollars
 - Third offense: Five thousand (\$5,000.00) dollars
 - Fourth offense: Termination of this Contract
- 9) The COR shall notify the Contractor and copy the Director of Procurement in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another Contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that another contract is so negotiated with a new Contractor or other Contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of

replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services; a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved landfill to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of each party, threatened against any party, nor to the best of the knowledge of each party is there any basis therefore, which in any manner questions the powers of each party to this agreement, or the validity of any proceedings taken by either party in connection therewith or wherein any unfavorable decision, ruling, or finding could materially affect the transactions contemplated by this agreement other than as described herein or which, in any way, would adversely affect the validity or enforcement of it (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby).

2. Assignor does hereby assign and transfer all of its rights, responsibilities, duties and obligations and interests in, to and under said Agreement to Assignee, subject to paragraph 3, below. Assignee hereby assumes all of Assignor's rights, responsibilities, duties, obligations and interests in, to and under said Agreement but only those which shall arise or be incurred, or which are required to be performed, on and after the date of this Assignment, subject to paragraph 3, below. The foregoing assumption expressly does not include an assumption of any liabilities arising prior to the date of this Assignment.

3. Coordination & Cooperation.

The Contractor, all of its employees and subcontractors, shall work in harmony with the same and all other trades, employees and contractors engaged in any work performed for the County. The Contractor shall collaborate with any other contractor(s) and proceed in such manner as to not interfere or delay the progress of the work as a whole.

4. Payments.

Exhibit A, 3. Payments "Consumer Price Index (CPI)" shall be changed to:

"Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted."

5. Contract Expiration Date.

Contract expiration date shall change from December 31, 2019 to February 28, 2022.

6. Notices.

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been fully given as of the date and time the same are sent by electronic mail transmission, nationally recognized overnight delivery service or registered or certified mail, return receipt requested, and sent to the parties as follows:

To County: Richland County Govt Attn Procurement Manager
2020 Hampton St., Ste 3064 Columbia SC 29204

To Assignor: _____

To Assignee: _____

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

Sherril Davis
Witness

Assignor
Allwaste Services, Inc.
[Signature]

[Signature]
Witness

Assignee
Waste Management of South Carolina, Inc.
[Signature]

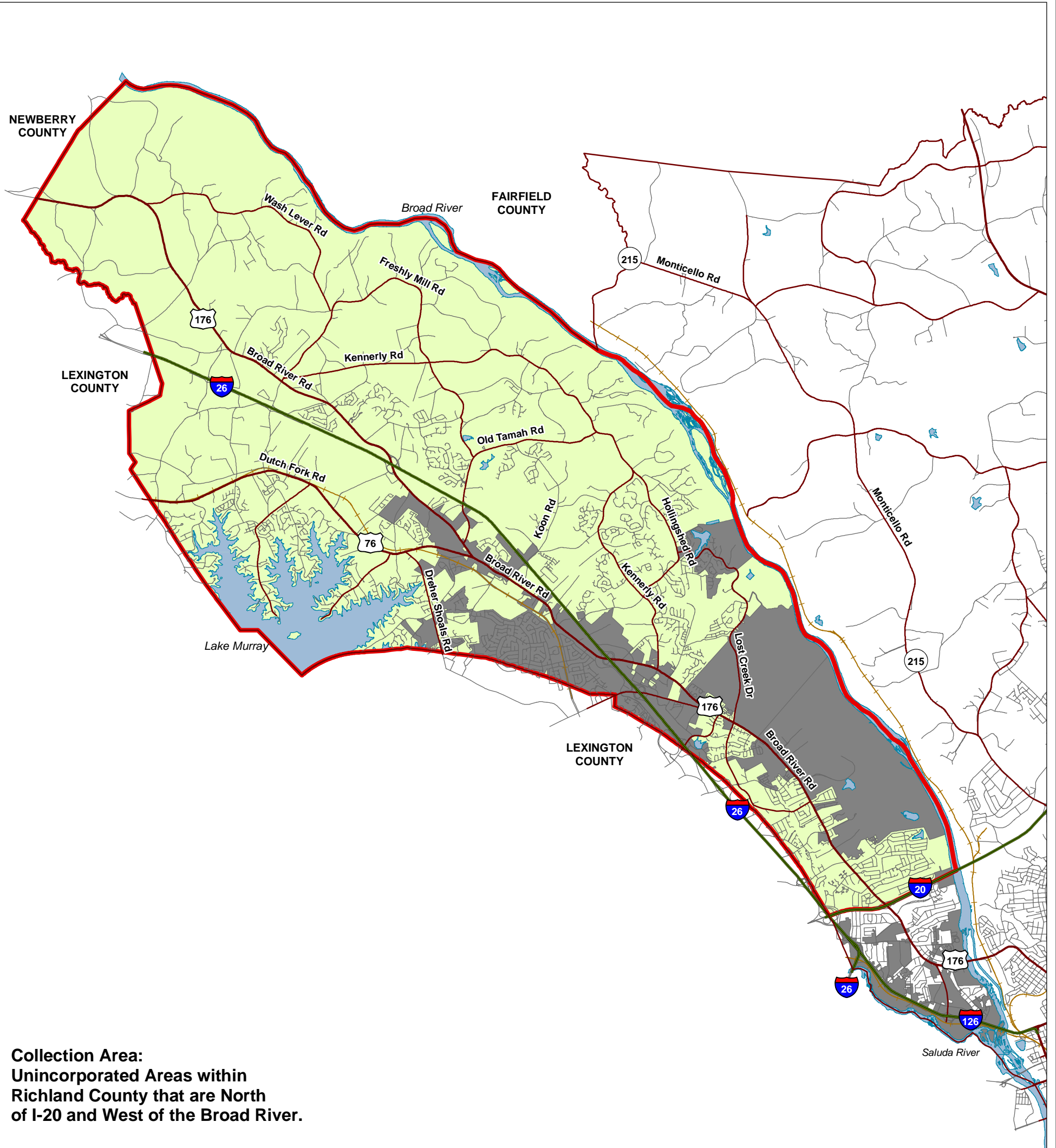
Richland County, South Carolina, hereby accepts and consents to this Assignment.

[Signature]
Witness


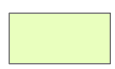

Richland County, South Carolina
[Signature]
By:
Its: Sandra Yudice, Ph.D
Assistant County
Administrator

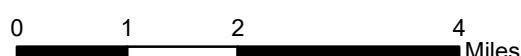
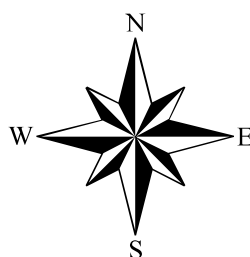
Richland County Attorney
[Signature]
Approved As To LEGAL FORM ONLY
No Opinion Required As To Content

Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 1



Legend

-  Collection Area Boundary
-  Collection Area
-  No Collection - Municipality or Federal Land



PUBLIC WORKS

SEPTEMBER 2021

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	November 21, 2021	Meeting Date:	December 16, 2021
Legal Review	Patrick Wright via email	Date:	December 02, 2021
Budget/Finance Review	Stacey Hamm via email	Date:	December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Solid Waste & Recycling Collections Area #3 - Contract Time Extension		

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the attached Amendment to extend the time for Area #3 Collections Agreement to May 31, 2022.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The extension is intended to allow time for negotiation with the existing Contractor.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

County Procurement Code

MOTION OF ORIGIN:

This item was deferred.

Council Member	Gretchen Barron, District 7
Meeting	Regular Session
Date	December 07, 2021

STRATEGIC & GENERATIVE DISCUSSION:

Following Council action on the procurement process, staff will require time to negotiate with the Contractor. The next Committee and Council meeting grouping will conclude on March 1, 2022. Staff will need time to support the negotiation before the Contract expires on February 28, 2022.

The new contract expiration date will be May 31, 2022. If the request is denied, the existing contract will expire before a new contract can be approved by County Council.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Amendment to Service Area #3 - Collections Agreement (time extension)
2. Service Area #3 Collections Agreement and Contract
3. Map of Area #3

To County: _____

To Contractor: _____

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Contractor
Capital Waste Services, LLC

Witness

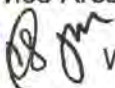
Richland County, South Carolina, hereby accepts and consents to this Amendment.

Richland County, South Carolina

Witness

SERVICE AREA #3 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 9th day of Nov, 2016, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Capital Waste Services LLC whose address is 911 Lady Street, Suite D, Columbia, South Carolina hereinafter referred to as "Contractor". This Contract shall become effective January 1, 2017. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #3.

February  WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, Information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Capital Waste Services LLC."

E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

INITIALS: COUNTY  <CWS> 

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.



2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #3 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or

INITIALS: COUNTY  <CWS> 

other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

1) Providing or attempting to provide or offering to provide any kickback;

INITIALS: COUNTY  <CWS> 

- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS


A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years

4 of 30

INITIALS: COUNTY _____ <CWS> 

after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and

5 of 30
INITIALS: COUNTY <CWS> 

equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below 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 Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;

INITIALS: COUNTY  <CWS> 

4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

19. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not

INITIALS: COUNTY  <CWS> 

7 of 30

appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Capital Waste Services LLC, 911 Lady Street Columbia South Carolina 29201*

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.



22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

INITIALS: COUNTY  <CWS> 

8 of 30

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed ~~December 31, 2021~~, commencing ~~January 1, 2017~~, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

January 31, 2022 @ JN February @ JN

25. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

27. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #3 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:



The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #3.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)

INITIALS: COUNTY  <CWS> 

- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #3 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

30. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

32. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

34. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN _____
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);

INITIALS: COUNTY  <CWS> 

- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Other _____

F. *Common parent.*

- o Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- o Name and TIN of common parent:
- o Name _____
- o TIN _____

35. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Capital Waste Services LLC during the term on this contract. Failure to provide such written notice shall result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.


37. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #3
- C. The county solicitation package and the Capital Waste Services LLC submittal

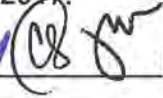
This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE

INITIALS: COUNTY  <CWS> 

EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective January 1, 2017.

February 08 

NOT USED

INITIALS: COUNTY  <CWS> 

Capital Waste Services LLC

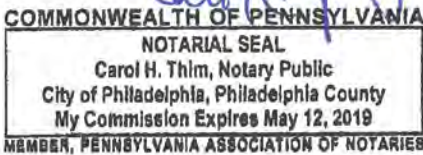
Print/Type Name of Agent: JAMES MIRAGE

Title of Agent: VP

Authorized Agent Signature: *[Signature]* Date: 11-8-16

Print/Type Name of Attestor: CAROL H. THIM

Signature of Attestor: *[Signature]* Date: 11/8/2016



SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Gerald Seals

Title of Agent: Interim County Administrator

Authorized Agent Signature: *[Signature]* Date: 11/9/16

Print/Type Name of Attestor: Ashiya A. Myers

Signature of Attestor: *[Signature]* Date: 09 November 2016

SEAL

(Must be notarized by a Notary Public)

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

[Signature]

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #3

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #3 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.



Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.



A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

INITIALS: COUNTY  <CWS> 

- 4) Bulk item collection by appointment.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There are no limits to the number of bulk item appointments or the quantities as long as the items come from a location eligible for curbside service.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
- E. Other

17 of 30

INITIALS: COUNTY  <CWS> 

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.

- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.

- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved

18 of 30

INITIALS: COUNTY  <CWS> 



small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.

- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;

INITIALS: COUNTY  <CWS> 

19 of 30

- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.



County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #3:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

Service Area #3	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$20.32
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment Schedule	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
For every ten (10) cent increase in diesel fuel price when the fuel is over \$5.25 per gallon, the Monthly Fuel Adjustment will increase the Unit Collection Rate by 0.25% as appropriate. When there is decrease in diesel fuel prices above \$5.25, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	

***If an alternative fuel is used by the Contractor, a similar schedule will be developed as necessary.**

20 of 30

INITIALS: COUNTY  <CWS> 

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	By appointment only; establish an appointment time with the resident within two (2) business days of notification of a request for an appointment by the county.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Capital Waste Services LLC so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract. .

All personnel employed by the Contractor or any representative of the Contractor who will be

21 of 30

INITIALS: COUNTY  <CWS> 

operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #3 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.



B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment

INITIALS: COUNTY  <CWS> 

incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (Including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

INITIALS COUNTY  <CWS> 

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

INITIALS: COUNTY  <CWS> 

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a

INITIALS: COUNTY  <CWS> 

decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster,

INITIALS: COUNTY  <CWS> 

epidemic, or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following

28 of 30

INITIALS: COUNTY



<CWS>



finer:

- First offense - \$1,000.00
- Second offense - \$2,000.00
- Third offense - \$5,000.00
- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;

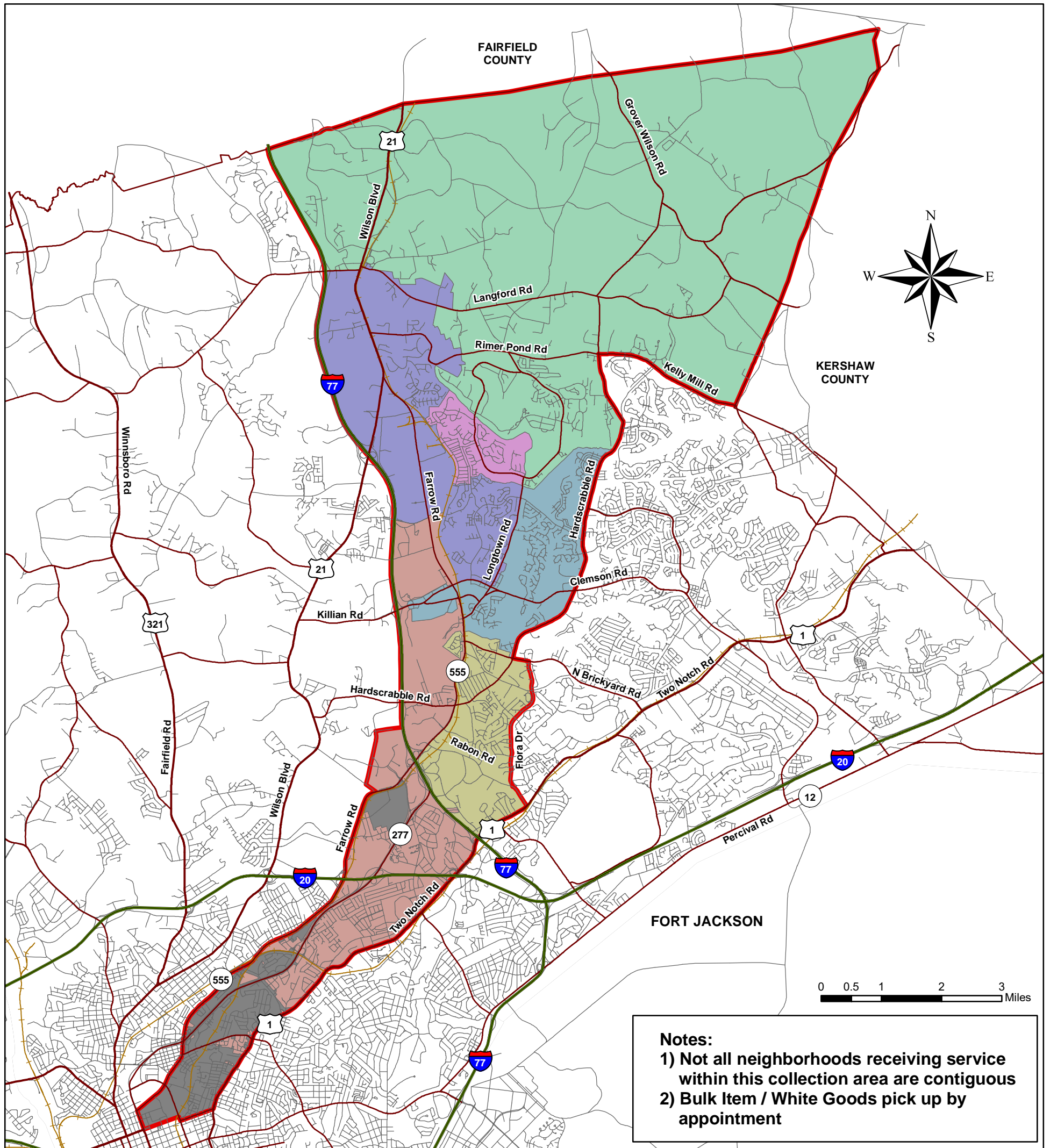
29 of 30

INITIALS: COUNTY  <CWS> 

- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

INITIALS: COUNTY  <CWS> 

Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 3



Notes:
 1) Not all neighborhoods receiving service within this collection area are contiguous
 2) Bulk Item / White Goods pick up by appointment

Legend

- Collection Area Boundary
- No Collection - Municipality or Federal Land

Collection Days*

Garbage / Recycling

- | | |
|--|--|
| <ul style="list-style-type: none"> Monday / Monday B Tuesday / Tuesday B Wednesday / Wednesday B Thursday / Thursday B | <ul style="list-style-type: none"> Thursday / Friday A Friday / Friday B |
|--|--|

JULY 2021



PUBLIC WORKS

* Yard Waste is Same Day as Garbage
 Recycling is Every Other Week A or B



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	November 21, 2021	Meeting Date:	December 16, 2021
Legal Review	Elizabeth McLean via email	Date:	December 09, 2021
Budget/Finance Review	Stacey Hamm via email	Date:	December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Solid Waste & Recycling Collections Area #6 - Contract Time Extension		

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the attached Amendment to extend the contract time to September 30, 2022 for the Area #6 Collections Agreement.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

County Procurement Code

MOTION OF ORIGIN:

"On November 18th, the A&F committee recommended Council deny the contract award, and re-bid the Area #6 Solid Waste & Recycling Collection Services contract."

Council Member	Bill Malinowski, District 1
Meeting	Regular Session
Date	December 07, 2021

STRATEGIC & GENERATIVE DISCUSSION:

At its December 07, 2021 meeting, Council denied the result of the procurement process and has approved a motion to reissue an RFP for Area #6. The time period for the RFP Process is three months. A new Contractor will require six months to mobilize with new equipment.

The existing Contract will remain in effect until September 30, 2022.

If the request is denied, County residents will be without curbside collection service for an undetermined period of time.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Amendment #2 to Service Area #1 - Collections Agreement
2. Service Area #1 Collections Agreement and Contract
3. Amendment #1 - Assignment of Service Area #1 - Collections Agreement

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Contractor
Waste Management of South Carolina, Inc.

Witness

Richland County, South Carolina, hereby accepts and consents to this Amendment.

Richland County, South Carolina

Witness

SERVICE AREA #6 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 9th day of Nov, 2016, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Allwaste Services Inc. whose address is 227 Glassmaster Road, Lexington, South Carolina hereinafter referred to as "Contractor". This Contract shall become effective ~~January 1, 2017~~. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #6.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, Information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Allwaste Services Inc."
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

1 of 30

INITIALS: COUNTY AS <ASI> WAS

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #6 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or

other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contractor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

1) Providing or attempting to provide or offering to provide any kickback;

- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years

after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and

5 of 30

INITIALS: COUNTY BC <ASI> WAD

equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below 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 Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;

4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

19. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Allwaste Services Inc., 227Glassmaster Road, Lexington South Carolina 29072*

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of twenty-five (25) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of

attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed ~~December 31, 2021~~, commencing ~~January 1, 2017~~, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

February 28, 2021 WMA March 1, 2017

25. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.


27. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #6 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no

INITIALS: COUNTY GS <ASI> 

way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #6.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct

business in South Carolina and the County. (i.e., license, certifications and credentials.)

- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #6 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

30. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

32. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the

required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

34. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

TIN 56-2031065

- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. Common parent.

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

35. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Allwaste Services Inc. during the term on this contract. Failure to provide such written notice shall result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.


37. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #6
- C. The county solicitation package and the Allwaste Services Inc. submittal

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective ~~January 1, 2017~~: *March 1, 2017* 

NOT USED

Allwaste Services Inc.

Print/Type Name of Agent:

William R. Amick
VICE PRESIDENT

Title of Agent:

Authorized Agent Signature:



Date: November 3, 2016

Print/Type Name of Attestor:

Malav Trivedi

Signature of Attestor:



Date: November, 3 2016

SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Gerald Seals

Title of Agent: Interim County Administrator

Authorized Agent Signature:



Date: 11/8/16

Print/Type Name of Attestor: Ashiya A. Myers

Signature of Attestor: Ashiyah Myers

Date: 09 November 2016

SEAL

(Must be notarized by a Notary Public)

Richland County Attorney's Office



Approved As To LEGAL Form Only,

No Opinion Rendered As To Content.

15 of 30

INITIALS: COUNTY



<ASI>



EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #6

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #6 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

- 4) Bulk item collection by appointment.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There are no limits to the number of bulk item appointments or the quantities as long as the items come from a location eligible for curbside service.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
- E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved

18 of 30

INITIALS: COUNTY GS <ASI> 

small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.

- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #6 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #6 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;

19 of 30

INITIALS: COUNTY GS <ASI> 

- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #6:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

Service Area #6	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$19.65
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment Schedule	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
For every ten (10) cent increase in diesel fuel price when the fuel is over \$5.25 per gallon, the Monthly Fuel Adjustment will increase the Unit Collection Rate by 0.25% as appropriate. When there is decrease in diesel fuel prices above \$5.25, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	

***If an alternative fuel is used by the Contractor, a similar schedule will be developed as necessary.**

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	By appointment only; establish an appointment time with the resident within two (2) business days of notification of a request for an appointment by the county.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Allwaste Services Inc. so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use in the collection of solid waste under this Contract.

All personnel employed by the Contractor or any representative of the Contractor who will be

operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #6 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

22 of 30

INITIALS: COUNTY PS <ASI> 

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment

incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper

collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster,

epidemic, or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing

28 of 30

INITIALS: COUNTY CS <ASI> _____

recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:

- First offense - \$1,000.00
 - Second offense - \$2,000.00
 - Third offense - \$5,000.00
 - Fourth offense - Termination of this Contract
- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste

- are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
 - 3) Where significant improvements in technology warrant such changes;
 - 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
 - 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
 - 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

30 of 30

INITIALS: COUNTY GS <ASI> [Signature]



July 16, 2018

Dear Richland County Solid Waste Dept,

RE: 7103-077

We are extremely excited to announce that Waste Management has acquired Allwaste Services, Inc. Effective July 14, 2018, Waste Management will continue to provide the service you know and expect and will build on what ASI has provided over the past 20 years. As this consolidation moves forward, Waste Management will work diligently to understand our customers' needs with the immediate goal of making this a seamless transition. As a Waste Management customer, you can rest assured that you are with the industry solid waste service leader that will provide safe, dependable service, with a "customer first" mindset.

Please review the following information to assist with any questions you may have.

*****IMPORTANT SERVICE DAY INFORMATION*****

- For the near term, all service days will remain the same. If there are any future service day changes, Waste Management will communicate to all customers.

*****IMPORTANT BILLING INFORMATION*****

- Your total monthly billing rate(s) will remain the same
- Any invoices that you have received from Allwaste Services Inc., need to be paid to ASI
- Your next bill will come from Waste Management and will be payable to Waste Management
- If you are currently signed up for auto pay, you will need to set up auto-pay with Waste Management
- Beginning July 14, 2018, all customer questions and concerns should be directed to Waste Management. Contact information and normal hours of operations are noted below.
 - Hours of operation are 7:30 am – 5:00 pm ET, Monday through Friday
 - Local number (803) 808-5099
 - Email address southatlantic-cs@wm.com
 - Live Chat available at www.wm.com

We are committed to making this transition as smooth as possible for every customer. We welcome you to Waste Management and we look forward to being your solid waste provider.

Sincerely,

Allwaste Services Inc.

Waste Management of South Carolina Inc.

Advancing Racial and Gender Equity in Richland County
Submitted by: Yvonne L. McBride
February 25, 2021

Motion:

I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically underserved, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically underserved, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all.

To meet the objectives of the motion and enhance compliance with existing civil rights laws, within 7 months of the date of this order, the Administrator shall provide a report to Richland County Council on the findings of the “ the Racial Equity and Inclusive assessment of Richland County’s Administration and Services. The report should also include plans and recommendations for addressing inequities, and should reflect but not be limited to the following:

Identifying Methods to Assess Equity: The administrator shall contract with an evaluator in partnership with the heads of Department and others to study methods for assessing whether agency policies and actions create or exacerbate barriers to full and equal participation by all eligible individuals; particularly as it relates to procurement and contracting.

The study should aim to identify the best methods, consistent with applicable law, to assist the County in assessing equity with respect to race, geography, gender, underserved communities and others as deemed appropriate. As part of this study, the Administrator shall:

Establishing an Equitable Data Working Group: Some of Richland County data sets are not disaggregated by race, gender, income or other key demographic variables. This lack of data has cascading effects and impedes efforts to measure and advance equity. A first step to promoting equity in Government action is to gather the data necessary to inform that effort.

The Data Working Group shall:

- 1) Through consultation provide recommendations identifying inadequacies in existing County data collection of services, programs, and policies across departments; (2) provide strategies for addressing any deficiencies identified; and (3) support county departments in implementing actions, consistent with applicable law and privacy interests, that expand and refine the data available to measure equity and capture the diversity of Richland County.

Promoting Equitable Delivery of Government Benefits and Opportunities.

Government programs are designed to serve all eligible individuals. Government contracting and procurement opportunities should be available on an equal basis to all eligible providers of goods and services.

Conducting Equity in Richland County: The Administrator shall, select certain of the agency's programs and policies for a review that will assess whether underserved communities and their members face systemic barriers in accessing benefits and opportunities available pursuant to those policies and programs.

- a) Potential barriers that underserved communities and individuals may face in taking advantage of agency procurement and contracting opportunities;
- b) Potential barriers that underserved communities and individuals may face to enrollment in and access to benefits and services in Richland County Programs;
- c) Define whether new policies, regulations, or guidance documents may be necessary to advance equity in agency actions and programs; and
- d) The operational status and level of institutional resources available to agencies or entities within the county that is responsible for advancing civil rights or whose mandates specifically include serving underrepresented or disadvantaged communities.

Allocating County Resources to Advance Fairness and Opportunity.

The County Government should be consistent with applicable law, allocate resources to address the historic failure to invest sufficiently, justly, and equally in underserved communities, as well as individuals from those communities. To this end:

- a) The Administrator and appropriate departments shall identify opportunities to promote equity in the budget submitted to Richland County Council.
- b) Study strategies, consistent with applicable law, for allocating County resources in a manner that increases investment in underserved communities, as well as individuals from those communities.

Engagement with Members of Underserved Communities. In carrying out this order, the county shall consult with small minority businesses, and members of communities that have been historically underrepresented in County Government and underserved by, or subject to discrimination in, County policies and programs. All County departments shall evaluate opportunities, consistent with applicable law, to increase coordination, communication, and engagement with community-based organizations and civil rights organizations.

Note: This motion is adapted and consistent with policy recently promulgated by the White House. President Biden stated that " equal Opportunity is the bedrock of American democracy, and our diversity is one of our country's greatest strengths; but entrenched disparities in our laws and public policies, and in our public and private institutions, have often denied that equal opportunity to individuals and communities. "

<https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/>