

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



**Addendum No. 01**

Issued March 26, 2025

This Addendum is part of the Request for Proposals dated March 4, 2025 and modifies the original Document as indicated below. Acknowledge receipt of this Addendum in the space provided on “Qualification Form 8: Certification of Accuracy of Proposal”. Failure to do so may subject the Bidder to disqualification for award of the associated Contract.

Proposal due date changed to April 10, 2025 at 2:00 PM.

**1. Section 1.0 Statement of Need is amended as follows:**

*Proposers (“Proposers”) are invited to submit proposals for the transportation of Municipal Solid Waste (“MSW”) from the Members’ transfer stations to the Authority’s landfill for an initial minimum contract term of five (5) years and a maximum of ten (10) years and include a two (2)-year option to renew for either term.*

**2. Section 2.4.1 Minimum Equipment Requirements is amended as follows:**

*Trailers:*

*Transfer trailers shall be ~~steel~~ aluminum-body that conforms to the specifications the Agreement and is designed for transport of solid waste...*

**3. Section 2.10 Non-performance Fees is replaced in its entirety with the following:**

*Non-Performance*

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

*The Contractor is required to provide the required maintenance and repair of their equipment in good working order for the duration of the term of this Agreement. This includes but not limited to fluid leaks, tarps and covers, landing gear, tires, and SCDOT standards.*

*The Authority shall have the right to inspect and review the Contractor's performance under the Agreement. If the Authority determines the Contractor's performance is not in compliance with the Agreement or Operating Plan, the Authority will provide notice to the Contractor of such noncompliance. If the deficiency or breach is of a nature subject to cure, the Contractor shall have fifteen (15) days to cure the deficiency or breach and return to compliance with the Operating Plan. The Authority shall have the right to engage a third party to perform as necessary to cure the deficiency or breach, and to offset any fees due under this Agreement against the costs and expenses incurred in procuring third party performance. If the Authority incurs costs and expenses in engaging third parties to perform as necessary to cure the deficiency or breach in excess of fees due under this Agreement, the Contractor shall be responsible for any such excess and shall reimburse the Authority for the excess expenses incurred.*

**4. Section 4.0 Proposal Issuing and Closing Dates is amended as follows:**

*Proposal Closing Date: ~~April 3, 2025 at 2:00 PM~~ April 10, 2025 at 2:00 PM*

**5. Appendix C – Agreement Section 3.1 is amended to insert blanks for the years and the blanks will be filled in during contract execution. The minimum contract term will be five (5) years. The maximum contract term will be ten (10) years. Appendix C – Agreement Section 3.1 is amended as follows:**

*Section 3.1*

*This Agreement shall commence on the Effective Date and shall remain in full force for \_\_\_ (\_\_\_) ~~ten (10)~~ years.*

**6. Appendix C – Agreement Schedule B Non-Performance Fees is replaced in its entirety with the following:**

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

*The Contractor is required to provide the required maintenance and repair of their equipment in good working order for the duration of the term of this Agreement. This includes but not limited to fluid leaks, tarps and covers, landing gear, tires, and SCDOT standards.*

*The Authority shall have the right to inspect and review the Contractor's performance under the Agreement. If the Authority determines the Contractor's performance is not in compliance with the Agreement or Operating Plan, the Authority will provide notice to the Contractor of such noncompliance. If the deficiency or breach is of a nature subject to cure, the Contractor shall have fifteen (15) days to cure the deficiency or breach and return to compliance with the Operating Plan. The Authority shall have the right to engage a third party to perform as necessary to cure the deficiency or breach, and to offset any fees due under this Agreement against the costs and expenses incurred in procuring third party performance. If the Authority incurs costs and expenses in engaging third parties to perform as necessary to cure the deficiency or breach in excess of fees due under this Agreement, the Contractor shall be responsible for any such excess and shall reimburse the Authority for the excess expenses incurred.*

**7. Qualifications Form 8: Certification to accuracy of proposal is replaced in its entirety with the following:**

*Qualification Form 8: Certification to accuracy of proposal with the following forms:*

- Qualification Form 5: Non-Collusion Affidavit of Proposer
- Qualification Form 6: Drug-Free Workplace
- Qualification Form 7: Acknowledgement of Addenda
- Qualification Form 8: Certification to Accuracy of Proposal

**END OF ADDENDUM No. 01**

**QUALIFICATION FORM 5: NON-COLLUSION AFFIDAVIT OF PROPOSER**

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

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

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

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

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

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

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

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

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

**QUALIFICATION FORM 6: DRUG-FREE WORKPLACE**

The undersigned vendor (firm) hereby certifies that

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

(Name of Company)

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

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

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

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

**QUALIFICATION FORM 7: ACKNOWLEDGEMENT OF ADDENDA**

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

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>SIGNATURE</b>

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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