



**TOWN OF LYMAN  
REQUEST FOR PROPOSALS**

**RESIDENTIAL  
SOLID WASTE COLLECTION**

**DUE: May 21, 2026 at noon**

**TOWN OF LYMAN  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSALS**

**PROPOSALS** will be accepted until noon ET, May 21, 2026. All qualified companies are invited to submit proposals to the Town of Lyman for the following:

**RESIDENTIAL SOLID WASTE COLLECTION**

**SUBMITTAL:** Proposals for this solicitation will be accepted no later than noon ET, May 21, 2026

**TO SUBMIT PROPOSALS:** Email to Town Administrator, Noel Blackwell  
[nblackwell@lymansc.gov](mailto:nblackwell@lymansc.gov)  
Deliver or mail to 81 Groce Road, Lyman, SC 29365

**DEADLINE FOR QUESTIONS:** May 11, 2026

**EMAIL:** [nblackwell@lymansc.gov](mailto:nblackwell@lymansc.gov)

Any revisions to this Request for Proposals will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the Town Website at:

All offerors should consult this website for updates before submitting proposals.

[https://www.lymansc.gov/departments/administration/bids\\_and\\_proposals/index.php](https://www.lymansc.gov/departments/administration/bids_and_proposals/index.php)

**DEADLINE ENFORCED**

Proposals received after the time and date set for receipt of proposals will not be accepted. It is the offeror's responsibility to ensure timely delivery of their proposal. Telephone or facsimile proposals will not be accepted.

From time to time, the Town may have to release written changes to a solicitation due to an Inadvertent error or omission on the part of the Town or to an inquiry from an interested vendor during the question phase of the solicitation. No changes to the published terms and conditions, scope of work, minimum requirements, or insurance and bonding requirements will be considered unless they are submitted in compliance with the deadline for the questions or clarification phase of the solicitation. Any changes to the published terms and conditions, scope of work, minimum requirements, or insurance and bonding requirements will be published in a

formal, written addendum. The Town is not obligated to make any changes to the published solicitation based on an inquiry from a vendor. The Town will not consider “red-line” amendments to any contract with the successful bidder, as all requests for changes must be posed in the question phase and accepted in formal addendum. The Town reserves the right to negotiate with the successful bidder in order to comply with budgetary allocations.

Any offer submitted as a result of this solicitation shall be binding on the offeror for NINETY (90) CALENDAR DAYS FOLLOWING THE SPECIFIED OPENING DATE. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

During the performance of the contract, the contractor shall comply with any and all applicable federal, state, or local laws, rules and regulations relating to a drug-free workplace.

If the offeror discovers any ambiguity, conflict, discrepancy, omission or other errors in the RFP, offeror shall immediately notify the Town of such an error in writing and request modification or clarification of the document. The offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP, or it shall be deemed waived.

#### Proprietary and/or Confidential Information

Your proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be exempt from disclosure under the FOIA in the Town’s sole discretion. If you cannot agree to this standard, please do not submit your proposal.

All information that you desire to be treated as confidential and/or proprietary must be CLEARLY AND SPECIFICALLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so noted and identified may be disclosed by the Town. Blanket-type identification by designating whole pages or sections as containing confidential and/or proprietary information will not ensure confidentiality.

This Request for Proposals is being issued by the Town of Lyman. Direct all questions or requests for clarification of this RFP in writing to the email address shown on page one (1) of this invitation.

#### **CURRENT EMAIL ADDRESS REQUIRED**

All proposals submitted shall include a current email address. Once selected, Notice of Intent to Award shall be sent to awarded bidder via email. NO hard copy notice will be sent.

Offerors are specifically directed not to contact any other Town personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to that policy may be grounds for rejection of your proposal.

#### **REQUIRED AFFIDAVITS**

Firms submitting proposals are required to include all affidavits found at the end of this Request for Proposals. If any of the affidavits are not applicable, N/A is an acceptable response.

## **FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT**

The following terms and conditions must appear in any contract entered into the with Successful Contractor related to the services set forth in this RFP.

- 1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:
  - a. Contractor agrees to provide Town, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by Town at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
  - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to Town or any authorized or designated federal representative.
- 2) Environmental Compliance.
  - a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
  - b. shall report all violations to Town, any applicable State agencies, and the regional office of the Environmental Protection Agency.
  - c. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
  - d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).
- 3) Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.
  - c. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.
- 4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will

receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 5) Immigration and Nationality Act

- a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.

#### 6) Administrative Remedies for False Claims and Statements

- a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

## 7) Remedies

- a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the Town may in its sole discretion:
  - i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;
  - ii. Hire another Contractor to perform the work and deduct any additional costs incurred by Town as a result of substituting contractors from any amounts due to Contractor; or
  - iii. Pursue and obtain any and all other available legal or equitable remedies.
- b. This Section shall in no way be interpreted to limit the Town's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

## 8) Compliance with Applicable Laws

- a. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

The undersigned certifies, to the best of his or her knowledge and belief, that:

Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

\_\_\_\_\_

Date:

Signature

Name:

Title:

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**TOWN OF LYMAN, SOUTH CAROLINA**  
**GENERAL TERMS AND CONDITIONS FOR REQUEST FOR PROPOSAL**

The Town of Lyman, South Carolina (The “Town”), is requesting proposals for Residential Solid Waste Collections (“The Project”) as more fully described herein. The following terms and conditions shall apply to all proposals made with respect to the Project and shall be included in the contract executed between the Town and the successful proposer.

**RIGHTS RESERVED BY TOWN**

The Town reserves the right to reject any and all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the Town.

**INTERPREATION AND ADDENDA**

All changes in specifications shall be in writing and furnished to all offerors. No verbal interpretation made to any respondent as to the meaning of this RFP shall be binding on the Town. Offerors are cautioned that any statements made by the Town staff that materially changes any portion of this solicitation shall not be relied upon unless they are subsequently ratified in writing and distributed as an addendum by the Town. It shall be the offeror’s responsibility to acknowledge receipt of addendum and ascertain that its proposal includes all addenda. Failure to do so may deem an offeror’s proposal non-responsive.

**ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting an offer, each offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the Town upon which the proposal will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**SIGNATURE FORM**

Proposals shall include a signed RFP Signature Form. Proposals that do not include a signed RFP Signature Form will not be accepted as complete and shall not be considered. The RFP signature Form must be signed in ink or electronic signature in the appropriate spaces by an authorized officer of the offeror.

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

To comply with the provisions of Section 8-13-100 et seq. of the South Carolina Code of Laws, each offeror shall certify in writing and include with its proposal that its offer was made without fraud, that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with the offer, and that has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or

anything of more than normal value. Each offeror shall certify further that no relationship exists between itself and the Town, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to contract with the Town .

#### NONCOLLUSION AFFIDAVIT

As part of its proposal, each offeror shall include the attached non-collusive affidavit, duly signed by a principal of the offeror certifying that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the offerors. The Town may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

#### CERTIFICATION OF COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

Each offeror shall certify in writing and include with its proposal, that as to any contact subsequently entered into between the offeror and the Town, the offeror will verify the employment status of any new employees and require any subcontractors or sub-subcontractors performing services under such contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the South Carolina Code of Laws.

#### NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Non-resident companies receiving income from business conducted in the State of South Carolina are required to pay taxes to the State of South Carolina on that income. To facilitate this requirement, a non-resident offeror must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with sections 12-8-540 and 128-550 of the South Carolina Code of Laws, an offeror located outside the State of South Carolina that receives a contract from the Town must furnish to the Town Form I-312, Non Resident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If an offeror is not presently registered with the appropriate state office, it may be directed to the South Carolina Department of Revenue at 844-898-8542.

#### DETERMINATION OF RESPONSIBILTIIY

Town may make such investigation as it deems necessary to determine the ability of an offeror to furnish the required services, and the offeror shall furnish to the town all such information and data for this purpose as the Town may request. Town reserves the right to reject any proposal if the evidence submitted or investigation of such offeror fails to satisfy the Town that offeror is properly qualified to carry out the obligations of a contract and to deliver the services contemplated therein. Offerors will fully inform themselves as to the conditions, requirements, and scope of work before submitting their proposal. Failure to do so will be at the offeror's own risk.

#### COMPLETE NEGOTIATION SOLICITATION

Negotiations shall be conducted beginning with the offeror ranked first among all offers received in response to this solicitation. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror.

Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

#### CONTRACT AND CONTRACT DOCUMENTS

Following the award to the successful offeror (the "Contractor"), the Contractor and the Town shall execute the Standard Contract Form, a copy of which is attached hereto for reference. The Standard Contract Form, together with the attachments listed therein, will constitute the "Contract" between the Contractor and the Town.

#### REQUIREMENTS OF THE CONTRACTOR

The Contractor shall (i) have the professional qualifications, experience, expertise, and personnel to timely perform the Project; (ii) have the requisite licenses, certifications, and permits, from all public entities having jurisdiction over Contractor or the Project and shall maintain such licenses, certifications, and permits during the term of the Project, (iii) become familiar with the Project site and the local conditions under the Project is to be performed, (iv) comply with all instructions and shall perform services in a manner commensurate with professional standards by qualified and experienced personnel performing the same or similar services in the same or similar location, and (v) assume full responsibility to Town for the improper acts and omissions of its contractors, consultants, or others if any, employed or retained by Contractor in connection with the Project.

#### REQUIREMENTS OF THE TOWN

Among other things, the Town will provide Contractor access to all information in the Town's possession that Town reasonably determines is necessary for Contractor to perform the Project. The Administrator will coordinate with the Contractor, and facilitate coordination with other Town personnel, as reasonably necessary to allow Contractor to adequately perform the Project.

#### TOWN OF LYMAN BUSINESS LICENSE

The Contractor shall secure and pay for any and all licenses, permits and certificates that may be necessary for proper execution and completion of the Contract, and which are legally required when proposals are received or negotiations concluded.

Specifically, Contractor must obtain all business license(s) required by Town of Lyman Code and Ordinances. A Town business license is not required to submit a proposal however, any offeror that receives and award under this RFP shall be required to obtain a Town Business License before work can begin. For further information on the provisions of the Town Business License Regulations and their applicability to this contract, contact Town of Lyman Business License office [lhamrick@lymansc.gov](mailto:lhamrick@lymansc.gov)

Contractor shall inform all of its sub-contractors and or sub-consultants performing services , hereunder that a like business license requirement applies to them, and contractor shall further disclose the names and addresses of all of Contractor's sub-contractors performing services hereunder to the Town's business license office at [lhamrick@lymansc.gov](mailto:lhamrick@lymansc.gov)

## COMPLIANCE WITH LAWS

**General.** Contractor in the performance of work under the Contract , shall fully comply with all applicable federal, state, or municipal laws, regulations, ordinances, including the Americans with Disabilities Act (“ADA”) and the regulations, ordinances, including ADA Title II, and shall hold the Town harmless from any liability resulting from failure of such compliance.

**Equal Employment Opportunity.** Contractor and all subcontractors, suppliers, and vendors shall comply with all Federal, State, County or Municipal Laws, rules, regulations, ordinances, and orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under such orders will result in suspension of periodic progress payments. Contractor shall ensure unlimited access to the Project sites for all equal employment opportunity compliance officers.

### Compliance with the South Carolina Illegal Immigration Reform Act

Contractor shall verify the employment status of any new employees, and require any subcontractors or sub-subcontractors performing services under the Contract to verify the status of any new employees, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the South Carolina Code of Laws.

Compliance with Anti-Discrimination Provisions of Section 11-35-5300, Code of Laws of South Carolina, 1976. If the Contract shall have a total potential value of \$10,000.00 or more, and/or unless such goods and/or services are offered to Town for at least 20% less than the lowest certifying business, then, by entering into the Contract, Contractor certifies to Town that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that failure to make such affirmative certification shall affect an automatic termination of the Contract.

## INDEMNIFICATION

Contractor shall indemnify, defend, and hold Town, and its respective officers, officials, contractors, employees, agents, and representatives (collectively, “Indemnitees”), free and harmless from and against any and all losses, injuries, death, damages, liabilities, claims, deficiencies, demands, actions, suits, judgments, interest, awards, penalties, fines, costs or expenses of any kind or nature, including reasonable attorneys’ fees and costs, the costs of enforcing any right to indemnification hereunder, and the costs of pursuing any insurance providers (collectively, “Losses”), arising out of or occurring in connection with (i) any claim for property damage or personal injury, including death, to the extent resulting from or arising out of the negligence or willful misconduct of Contractor, its subcontractors, employees, agents, or representatives under the Agreement, or (ii)

any claim that Town’s or an Indemnitee’s use or possession of any goods or use of any services hereunder infringes or misappropriates the patent, copyright, trade secret, or other intellectual

property right of any third party. Notwithstanding Contractor's obligation to defend Town, at Contractor's sole cost and expense, hereunder, Town shall have the option to appear and defend such action or claim on its own behalf. Contractor shall not enter into any settlement without Town's prior written consent. The foregoing indemnity shall survive the expiration or termination of the Contract.

**INSURANCE** The Contractor shall procure and maintain insurance for the duration of this Contract against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by the Contractor, its subcontractors, employees, agents, or representatives for not less than any limits of liability shown below with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the Town by the successful offeror.

Certificate of insurance must be included in the proposal.

1. **Commercial General Liability:** Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of Contractor and against all claims resulting from damage to any property due to any act or omission of Contractor, its subcontractors, employees, agents, or representatives in the operation of the work or the execution of the Contract.

Contractor shall maintain general liability coverage required for a period of not less than five years after final completion of the Project. General liability coverage must include products or completed operations coverage.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property, such as wire, conduits, pipes, etc., caused by Contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and

Property Damage .....\$1,000,000 per occurrence

2. **Comprehensive Automobile Liability:** Contractor shall maintain automobile liability insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in the Contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the Project. The minimum amounts of automobile liability insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and

Property Damage .....\$1,000,000 Combined Single Limit

3. South Carolina Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance for all of Contractor's employees who are in any way connected with performance under the Contract. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against Town, its officers, officials, employees, agents, and representatives.

4. South Carolina Workers' Compensation .....Statutory Limits  
Employers' Liability Insurance ..... \$500,000 Each Accident  
\$500,000 Disease Each Employee  
\$500,000 Disease Policy Limit

5. Environmental/Pollution Liability Insurance: Contractor shall maintain environment/pollution liability insurance to cover any environmental damage or pollution that may result to the surface water or surrounding areas as a result of the Contractor's work hereunder. The minimum limit of liability shall be as follows:

6. Environmental/Pollution Liability.....\$1,000,000 per occurrence

Contractor shall provide the Town with a certificate(s) of insurance showing proof of insurance acceptable to the Town. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Certificates showing proof of such insurance shall be submitted to Town prior to commencement of services under the Contract by email to nblackwell@lymansc.gov. Further, it shall be an affirmative obligation upon the Contractor to advise Town by e-mail to nblackwell@lymansc.gov, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Contract. The Certificate Holder name and address is to be displayed as follows:

Town of Lyman  
81 Groce Road  
Lyman, SC 29365

The general liability policy is to contain or be endorsed to name the Town, its officers, officials, employees, agents, and representatives as additional insureds as respects the liability arising out of the activities performed under the Contract. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor or its insurers are responsible for payment of any liability arising out of workers' compensation, unemployment, or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of South Carolina, unless otherwise acceptable to the Town. Contractor

shall not self-insure in satisfaction of any insurance requirement hereunder without the express, written approval of Town. Contractor shall insure that its subcontractors hereunder comply with the insurance requirements set out herein, and when requested by the Town, Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to the Contract shall cease until insurance acceptable to the Town is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

### **TERMINATION OF THE CONTRACT**

Termination by Town for Convenience. Town, in its sole discretion, may terminate this Contract, in whole or in part, at any time without cause by providing at least 30 calendar days' prior written notice to Contractor, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, Contractor shall incur no further obligations in connection with the work on the Project, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts and settle any liabilities and claims arising out of the termination of such orders or subcontracts. Town may direct Contractor to assign Contractor's right, title, and interest under termination orders or subcontracts to the Town or its designee. Contractor shall transfer title and deliver to Town such completed or partially completed work and materials, equipment, parts, fixtures, information, and Contract rights as Contractor has. When terminated for convenience, Contractor shall be compensated as follows:

1. Contractor shall submit a termination claim to Town specifying amount due because of the termination for convenience, including costs, pricing, or other data. Contractor shall have one (1) year from the effective date of termination to file a termination claim, and if Contractor fails to file a claim, Town shall pay Contractor in accordance with (3) below.
2. Town and Contractor may agree to the compensation, if any, due to Contractor.
3. Absent agreement to the amount due to Contractor, Town shall pay the following amounts:
  - a. Contract prices for labor, materials, equipment, and other services accepted under the Contract;
  - b. Reasonable costs incurred in preparing to perform, and in performing, Project work prior to the time of termination, plus a fair and reasonable allowance for direct job site overhead and profit, though such profit shall not include anticipated profit or consequential damages; provided, however, that if it is determined that Contractor would not have profited or would have sustained a loss if the entire Contract had been performed, no profit shall be allowed or included and the

amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and

- c. Reasonable costs, if any, of settling and paying claims arising out of the termination of orders or subcontracts; provided, however, that such costs, if any, shall not include amounts paid in accordance with the other provisions hereof.

The total sum to be paid to Contractor under this provision shall not exceed the Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include any duplication of payment.

Termination by Town for Cause. In addition to any other rights that Town may have hereunder, this Contract may be terminated, in whole or in part, by Town on written notice to Contractor, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective (i) if Contractor materially breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within 15 calendar days after Contractor's receipt of written notice of such breach, or (ii) if Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business. Upon termination of the Contract for cause, Town may assume possession of the Project site and of all materials and equipment at the site and may complete the Project work. In such situation, Contractor shall not be paid further until the Project work is complete. After final completion has been achieved, if any portion of the Contract Price remains after the cost to Town of completing the Project, including all costs and expenses of every nature incurred, has been deducted by Town, such remainder shall belong to Contractor. If there is a deficit, Contractor shall pay and make whole Town for such cost. This obligation for payment shall survive the termination of the Contract. In the event the termination for cause is subsequently determined by a court of competent jurisdiction to have been without cause, such termination shall then be deemed a termination for convenience and the provisions of that section shall apply.

Termination by Town for Non-Appropriation. Notwithstanding anything herein to the contrary, the Contract shall be subject to immediate cancellation without damages or further obligation when funds are not appropriated (or are appropriated and subsequently withdrawn) or otherwise made available to support continuation of performance of the Contract in a subsequent fiscal period or appropriated year.

Termination by Contractor. If Town repeatedly fails to perform its material obligations to Contractor for a period of 30 calendar days after receiving written notice from Contractor of its intent to terminate hereunder, Contractor may terminate performance under the Contract by written notice to Town. In such event, Contractor shall be entitled to recover from Town as though Town had terminated Contractor's performance for convenience as described above.

## **RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of Contractor, or any subcontractor of Contractor, shall be made available to Town for inspection and copying upon written request by Town. Furthermore, such documents shall be made available, upon request by Town, to any federal, state, local, or other regulatory authority, and any such authority may review, inspect, and copy such records. Such records shall include, but shall not be limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project. Such records expressly include those documents reflecting the cost of project to Contractor. Contractor shall maintain and protect these documents for no less than four years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

## **MISCELLANEOUS**

*Independent Contractor.* Contractor shall at all times be considered an independent contractor of Town hereunder, and neither Contractor nor its subcontractors, employees, agents, or representatives shall, under any circumstances, be considered employees of Town. Town shall not be legally responsible for negligence or other wrongdoing, either intentional or unintentional, by Contractor or Contractor's subcontractors, employees, agents, or representatives. Town shall not deduct from payment to Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or other amounts for benefits to Contractor. Further, Town shall not provide to Contractor any insurance coverage or other benefits, including workers' compensation coverage, normally provided by Town for its employees.

*Notices.* All notices or other communications required hereunder shall be in writing and shall be deemed given effectively if delivered personally, delivered by an express courier (with confirmation), mailed by certified or registered mail (return receipt requested), sent via facsimile (with confirmation), or delivered by email (with confirmation) to the named party at the address provided or at such other address as may be designated by either party in writing to the other party by like notice.

*Entire Agreement.* The Contract (including any schedules, exhibits, addenda, or attachments hereto, and the other documents and instruments referred to in the Contract) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Project.

*Governing Law; Venue.* The Contract and the rights, obligations, and remedies of the parties hereto shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina. Venue for the resolution of all disputes regarding the terms of the Contract or the performance thereunder, whether in law or in equity, shall be exclusively in the federal or state courts of Greenville County, South Carolina.

*Severability.* If any part or provision of the Contract is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts of the Contract.

Non-Waiver. Failure by the Town or Contractor at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions or any subsequent breach. Such failure to enforce shall not affect the validity of the Contract, or any part thereof, or the right of the Town or Contractor to enforce any provision at any time in accordance with its terms.

Assignment. Contractor shall not assign, transfer, convey, or otherwise dispose of any award or any or all of its rights, title, or interest in the Contract, in whole or in part, without the prior written consent of the Town.

Successors and Assigns. The rights and obligations of the Town and Contractor herein shall inure to, and be binding upon, the respective successors and permitted assigns of the parties hereto.

**PUBLIC RECORD and FOIA REQUESTS**

After an award is made, copies of the proposals will be available. Pursuant to the South Carolina Freedom of Information Act (FOIA), Town will provide copies of records in its custody unless the records are exempt from disclosure under S.C. Code Ann. §30-4-40.

## **DISCLAIMER STANDARD CONTRACT FORM**

The following page is a sample of the Standard Contract Form that will be sent to you for execution IF you are recommended for contract award. The Standard Contract Form, together with the attachments listed therein, will constitute the contract between the Town and the successful bidder with respect to this project. Please do NOT complete and return the Standard Contract with your bid.



**TOWN OF LYMAN  
STATE OF SOUTH CAROLINA  
Standard Contract Form**

**Subject Project Name:** \_\_\_\_\_

1. This Contract is entered into between the Town of Lyman, SC and the Contractor named below:

- a. Town of Lyman, SC (Hereinafter named as Town)
- b. Contractor's Name: \_\_\_\_\_

2. Contract to begin: \_\_\_\_\_ Calendar days for service provided: \_\_\_\_\_  
Terms of Agreement: \_\_\_\_\_

3. Lump Sum Amount of this Contract (if applicable)	Fee Represented as a percentage of designated costs (if applicable)	Revenue represented as percentage of designated lump sum or income stream (if applicable)
_____	_____	_____

Annual contract price agreement (if applicable) \_\_\_\_\_

4. The parties agree the following attachments, in order of precedence, are hereby incorporated and made a part of the Contract. Change Orders issued hereafter, and any other properly executed amendments shall become a part of this Contract.

**Attachment 1:** All Terms & Conditions and Scope of Work and/or Specifications included in this solicitation and Addendum (if applicable)

**Attachment 2:** Bid or Proposal Submitted by Contractor

**Attachment 3:** Fee/Cost Submitted by Contractor (if not included in bid submittal)

**Attachment 4:** All other documentation required in the solicitation

IN WITNESS WHEREOF, this contract has been executed by the parties hereto.

Contractor's Name: \_\_\_\_\_ Town Administrator or designee: \_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_ Printed Name & Title Person signing on behalf of Town

Printed Name and title of person signing

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

Phone: \_\_\_\_\_

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

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

## RESIDENTIAL SOLID WASTE COLLECTION REQUEST FOR PROPOSALS

### SCOPE OF SERVICES

Residential Collection: Successful Bidder shall collect solid waste generated by residential units that would normally be collected, processed, and disposed of through a public or private solid waste management service. Successful Bidder must provide each household and designated business a roll cart that holds no less than 96 gallons. Such collection shall be one time per week per household for approximately 3450 households in accordance with route schedules prepared by Successful Bidder and approved by the Town. The Town requests that there be one pick up day per week for all residential pick up. Additionally, the town has One (1) 4 cubic yard front loader, One (1) 6 cubic yard front loader and Six (6) 8 cubic yard front loaders that will need to be emptied once per week. The Successful Bidder may perform the collection on all weekdays and Saturdays. In special cases where the Successful Bidder needs to work on Sunday, it shall first obtain written permission from the Town Administrator or her designee. Exceptions to collection hours shall be affected only upon the approval of the Town Administrator or/her designee.

The Successful Bidder may observe the following holidays:

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

The Successful Bidder may decide to observe any or all the above-mentioned holidays by suspension of the collection on the holiday. The Town herein agrees that the Successful Bidder may not be able to provide services on days when the approved landfill facilities are closed. **The Successful Bidder shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to the observance of the above holidays. Proper publicizing includes the purchasing of advertising from the newspaper and/or other media serving the affected area. The bidder may also post to their website and share the notification link to Town Staff so that staff can then share with the Town of Lyman residents. If the Successful Bidder seeks to change the schedule mentioned above, it will notify the Town in writing prior to enactment of the changes.**

*There are some residences that require pickup on the back alleys. The Town of Lyman will provide a list of these back-alley pickups.*

*Additionally, there are a number of addresses in town (specific to one small area) that this contractor will not need to pick up, as they are collected by a separate service as they are difficult to reach.*

The Successful Bidder shall not be required to collect, transport, dispose of or otherwise handle Bulky Waste, Construction and Demolition Waste, Dead Animals larger than ten

(10) pounds, Hazardous Waste, Medical Waste, White Goods, Yard Waste, Industrial Wastes, toxic substances, trees, earth, body waste, animal feces, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not included in the paragraph above.

#### Quality of Service:

The selected contractor must provide reliable, consistent, and high-quality residential garbage collection services to ensure a clean and sanitary environment for the community. Service must be performed on schedule with minimal disruptions, and all waste must be collected in a thorough and professional manner. The contractor is expected to address customer concerns promptly, maintain well-kept and properly equipped vehicles, and ensure courteous and professional conduct from all staff. Quality control measures should be implemented to monitor service performance, including timely response to missed pickups and complaints. The goal is to provide efficient, dependable, and customer-focused waste collection that meets or exceeds industry standards.

**All customer complaints shall be made directly to the Successful Bidder. The Successful Bidder shall maintain an office through which it may be contacted by a customer via a toll-free telephone number and a local telephone number and email address.**

In the event of a missed, scheduled collection, the Successful Bidder will collect the missed customers' solid waste within twenty-four (24) hours of the time the complaint was received.

**Damaged roll carts shall be replaced by the successful bidder at the cost of the successful bidder and in a timely manner upon notification of said damage.**

## PROPOSAL SUBMISSION

### Submission Details

Offerors interested in providing these services must submit their response per the instructions on the invitation and must include the items specifically referred to in this request for proposals.

### Proposal Development

Required content of proposal Failure by any Proposer to respond to a specific requirement may result in disqualification. The Town reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the Town. Non-responsive proposals will not be considered for award.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to an offer of award, shall be borne entirely and exclusively by the proposer.

The information and proposed fees of the company selected for contract award shall form the basis of the contract. The Town reserves the right to issue a contract without further negotiation using the data contained in the RFP and submitted proposal. Failure of a prospective contractor to accept this method contract development will result in cancellation of award and/or rejection. The Town also reserves the right to cancel this solicitation for any reason.

#### Proposal format

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the proposal is to demonstrate the professional qualifications, past experiences, and knowledge within this industry. The proposal must address all the points outlined herein as required, in the following order.

#### A. Transmittal Letter

- 1) The RFP title.
- 2) Name of the company responding, including mailing address, e-mail address, telephone number, and contact person or persons.
- 3) The name of the person or persons authorized to make representations on behalf of the company, binding the firm to a contract.

#### B. Qualifications and Experience

- 1) Proposer must demonstrate experience in all aspects of residential waste collection, including tracking of customer list, pick up times, missed pick ups, providing containers, replacing containers, responding to customer complaints, staff to manage daily added pick ups and containers. Staff to manage missed pick ups and replacement containers.
  - a) Include a company profile including year established.
  - b) Describe in detail how services will be provided, including each payment item in the RFP.
  - d) Provide a subcontracting plan to include the identity and address of potential local subcontractors.
- 2) Proposer shall submit a written statement describing the principal location(s), experience, organizational structure, and “chain of command” of the Proposer’s

and subcontractor's response team and the project management methods that are most appropriate to perform the contract services. The statement must include actual methods used for communicating with team members and other appropriate management considerations.

- a) Proposer shall also discuss its staffing and their experience and ability to supervise multiple pick up for a municipality. This discussion will include Proposer's historical management methods that ensure quality control of the work being performed by the Proposer's teams, crews, and subcontractors.
- b) Proposer shall provide education, background, and experience of Senior Management; professional recognition of Proposer and/or its senior management team; and the ability of Proposer to reduce and/or prevent the instances of fraud, waste, and abuse.

#### C. Resources and Availability

- 1) List all current contractual obligations for similar services. Explain its plan for managing multiple municipal contracts.
- 2) List all heavy equipment immediately available to manage a municipality's residential waste removal needs.

#### D. Past Performance

- 1) Address how the Proposer has previously handled any municipality contracts for residential waste collection.
- 2) The Proposer shall provide at least three (3) references for contracts of a similar size and scope. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number and email address of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.
- 3) List of all current government agencies for which the Proposer provided residential waste collection within the past five (5) years.

#### E. Fee Proposal

Proposer shall complete all price requests within this RFP as well as include any additional information to provide a comprehensive, all-inclusive price proposal for all services to be provided as outlined in the RFP. See Fee Proposal Form (Attachment 1). The fee proposal shall be submitted as a separate file (separate from the proposal), clearly marked "FEE PROPOSAL".

## PROPOSAL EVALUATION CRITERIA

### Evaluation Details

The Town will evaluate proposals based on the criteria outlined within this section, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer.

The Town reserves the right to disqualify any proposal for, but not limited to; proposals deemed as non-responsive and/or non-responsible. The Town reserves the right to make such investigations of the qualifications of the proposer as required.

Award of any contract may be made without discussion with Proposers after responses are received. The Town reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

### Evaluation Criteria

Proposal evaluation criteria will be grouped into factors as follows:

- A. Qualifications and Experience.
- B. Resources and Availability.
- C. Past Performance.
- D. Fee Proposal.

## SELECTION PROCESS

Town staff shall review and evaluate the proposals. The staff shall complete evaluation forms giving consideration to information provided in the proposals. The staff may elect to interview firms short-listed but reserves the right to award the contract based on the staff's review and ranking of proposals.



### **Responsibilities of the Town:**

A. Payment:

- 1) The Town shall pay Successful Bidder on a monthly basis 1/12th of the annual contract amount for the services rendered in the collection, transportation, and disposal of solid waste. The monthly contract may be adjusted as needed when adding or deleting residences.
- 2) If a change in solid waste regulations or requirements by the State of South Carolina or the Town results in a significant change in the services being delivered to the Town under this contract, then either party can request a renegotiation of the contract to resolve the payment for services inequity, and a new contract would be negotiated.

B. Town Administrator: The Town authorizes the Town Administrator, or such town employee as the Administrator shall designate, to act on its behalf in all matters relating to this contract.

C. Breach of Contract: A breach of contract by either party shall constitute grounds for cancellation of this agreement by the other party: however, the party who commits the breach shall have thirty (30) days after the mailing of written notice of such breach from the other party in which to correct or abate the breach and avoid the cancellation. If the party committing the breach fails, refuses, or neglects to correct or abate the breach within thirty (30) days, then the other party, at its option, shall immediately terminate this agreement by giving written notice of the termination to the written party in default. Successful Bidder shall have the right to appear before Town Council to present any mitigating circumstances in its defense.

D. Non-Assignable and Binding: Both parties recognize that this contract is for personal services and cannot be transferred, assigned, or sublet by either party, without the prior written consent of the other. This contract shall be binding upon both of the parties to wit, their respective heirs, successors.

### **3. Terms:**

The contract shall be awarded for three (3) years commencing \_\_\_\_\_, and ending \_\_\_\_\_. The contract may be renegotiated for two additional one-year extensions at the option of the Town, for a total of a five-year contract. In the option

years, this contract may be canceled by either party with ninety (90) advance written notice.

## **PROPOSAL SUBMISSION SHEET**

The following documents must be included with the Proposal. Omission of any of the following may be reason for disqualification.

1. RFP Signature Form (must be signed in ink or electronically)
2. Certificate of Insurance showing present coverage
3. Copy of the Offeror's Town of Lyman Business License (A Business License is not required to submit a proposal, however, if an award is made the offeror shall obtain a Town Business License before work can begin.)
5. Non-Collusion Affidavit
6. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
7. Sub-contractor/Sub-consultant Participation form
8. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)

RFP SIGNATURE FORM  
TOWN OF LYMAN  
STATE OF SOUTH CAROLINA

RFP NAME: \_\_\_\_\_

OFFEROR'S NAME: \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Scope of Services, hereby proposes, and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Offeror warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the Offeror to any officer or employee of the Town with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offeror has not directly induced or solicited any other Offeror to submit false or sham proposals; Offeror has not solicited or sought by collusion to obtain for itself any advantage over any other Offeror or over Owner.

Offeror has examined all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this solicitation and are used in place of the person, firm, or corporation submitting a solicitation.

1. Town of Lyman Business License Number \_\_\_\_\_

2. Name of Insurance Carriers:

General Liability \_\_\_\_\_ Expires

Auto Liability \_\_\_\_\_ Expires

Workers' Compensation \_\_\_\_\_ Expires

Environmental Liability \_\_\_\_\_ Expires \_\_\_\_\_

3. Offeror's Information:

Company Name \_\_\_\_\_

Post Office Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Street Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

\*Signature of Offeror's Representative \_\_\_\_\_

Proposal will not be accepted unless signed in ink or electronic signature in the appropriate space by an authorized officer or employee of the Offeror.

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

Title \_\_\_\_\_

Date \_\_\_\_\_

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

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

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

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents representatives, employees or parties in interest has any relationship with the Town, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the Town.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

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

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

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

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

Notary Public for \_\_\_\_\_ (State)  
My Commission Expires: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lyman, SC or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(signature)  
My commission expires \_\_\_\_\_

CERTIFICATION OF COMPLIANCE WITH THE  
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

I, \_\_\_\_\_, hereby state and declare that I am the  
(name)  
\_\_\_\_\_ of \_\_\_\_\_, and  
(title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered into with the Town of Lyman, that \_\_\_\_\_  
(name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-subcontractors performing services under any contract with the Town of Lyman to verify any new employees' status, per the terms of the South Carolina illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

\_\_\_\_\_  
(name of official)

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



1350



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE

**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 4/18/24)  
3323

dor.sc.gov

**Mail to: The company or individual you are contracting with.**

The undersigned nonresident taxpayer hereby certifies as follows:

Legal business name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Trade name if applicable (doing business as): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Check and complete one:

Hiring or contracting with:

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

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Receiving rentals or royalties from:

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

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

The South Carolina Secretary of State (SCSOS) or

The South Carolina Department of Revenue (SCDOR):

Date of registration: \_\_\_\_\_

I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the SCDOR and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

I understand the SCDOR may revoke the withholding exemption granted under SC Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or SC Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the SCDOR in the determination of its correct South Carolina tax liability.

I hereby certify that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct, and complete. I understand that under SC Code Section 12-54-44 (B)(6)(a), I can be fined and/or imprisoned for furnishing a false statement.

\_\_\_\_\_  
Signature of nonresident taxpayer (owner/partner/corporate officer when relevant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
If corporate officer, state title

33231044

INFORMATION  
NON RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to the South Carolina Department of Revenue

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a non resident tax payer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a non resident taxpayer to withhold 2% of each payment made to the non resident where the payments under the contract exceed \$10,000.00. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a non resident tax payer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a non resident tax payer who is not a corporation and 5% if the payment is made to a corporation.

Our Internet address is: [www.dor.sc.gov](http://www.dor.sc.gov)