SUPERINTENDENT APPROVAL OF PURCHASE OR CONTRACT RENEWAL

Request for Payment ☐ New Contract/Agreement ☑

Addendum/Amendment ☐ Annual/Renewal ☐

Vendor Name: Capital Waste Services, LLC BIB#

Specific Description:

Solid Waste Collection, Disposal and Recycling Services with Capital Waste Services, LLC.

Purpose/Outcome:

Execute a contract with Capital Waste Services, to perform Solid Waste Collection, Disposal and Recycling Services for a period of one (1) year.

Term: 1 year with 4 renewal periods

Funding Source: 100254XX-532900 ✓ KA 1/13/25

Special Revenue:_____(Initial) Capital/Referendum/8%_____(Initial)

Costs: $249,299.44 annually Procurement Method: BVB # 25-016

**Over $749,579,711.00 Board Approval Required:_____ (Initial)

MOUs and MOAs - Reviewed by Legal:_____ (Initial)

Requested by: _____ Date: 1-13-2025

If applicable, by signing as the requester, you are confirming you have read and understand Proviso 1.93 (SDE: Partisanship Curriculum) and that the services provided by the contractor are in compliance with the order. Questions regarding the Proviso may be directed to the BCSD Legal Department.

APPROVED BY:

Chief Officer: _____ Date: 1/13/25

CFO: _____ Date: 1/14/25

Superintendent: _____ Date: 1/15/25

UPDATED BY KMY 06/2024

CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES

This contract is made on the 1st day of February 2025 by and between Beaufort County School District (BCSD) and Capital Waste Services, LLC (Contractor).

The Project is to acquire services to provide solid waste collection, disposal and recycling services for BCSD per the specifications and conditions of the Best Value Bid (BVB) #25-016.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. **TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications as they apply to all terms and conditions within the BCSD BVB #25-016 solicitation and the Contractor proposal in response to the BVB shall be made part of the Contract as if incorporated therein.

2. **SCOPE OF WORK.** The contractor shall provide services, supplies and equipment to provide solid waste collection, disposal and recycling services for BCSD to meet requirements within the BCSD BVB #25-016 solicitation.

3. **TERM.** This Agreement shall commence on February 1, 2025 and the base term of the agreement shall be for one (1) year, expiring January 31, 2026. BCSD has the option to renew the agreement for four (4) one-year extensions, for a total of five (5) years. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.

4. **COMPENSATION**. Contractor shall be compensated per the Price Schedule shown as Exhibit A.

5. **INDEPENDENT CONTRACTOR**. The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

6. **DISPUTE RESOLUTION**. All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.

7. **NOTICES**. All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Capital Waste Services, LLC, 1450 Bluff Road, Columbia, SC 29201.

8. **WHOLE AGREEMENT**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Capital Waste Services LLC

By: _____

Jessica Beasley
Director of Sales

Beaufort County School District

By: _____

Dr. Frank Rodriguez,
Superintendent

EXHIBIT A

Location	Waste	Recycle	Cubic Yard	Cost per pull	# of Pulls/Week	Cost/Week	6 Month Total
HILTON HEAD ISLAND							
Hilton Head Island High School	3		8	$29.43	5	$441.45	$11,477.70
		1	6	$37.48	1	$37.48	$974.48
Hilton Head Island Middle	2		8	$30.05	5	$300.50	$7,813.00
		1	6	$37.48	1	$37.48	$974.48
Hilton Head Island IB	2		8	$30.05	5	$300.50	$7,813.00
		2	6	$37.48	1	$74.96	$1,948.96
Hilton Head Island SCA	2		6	$24.85	5	$248.50	$6,461.00
		1	6	$37.48	1	$37.48	$974.48
Hilton Head Island ECC	1		8	$31.86	5	$159.30	$4,141.80
BLUFFTON GROUP							
Bluffton High School	2		8	$30.05	5	$300.50	$7,813.00
H.E. McCracken	2		8	$30.05	5	$300.50	$7,813.00
Bluffton Elementary	2		8	$30.05	5	$300.50	$7,813.00
Pritchardville Elementary	2		8	$30.05	5	$300.50	$7,813.00
Okatie Elementary	1		6	$26.66	5	$133.30	$3,465.80
Red Cedar Elementary	2		8	$30.05	5	$300.50	$7,813.00
		1	6	$37.48	1	$37.48	$974.48
M.C. Riley Elementary	1		8	$31.86	5	$159.30	$4,141.80
May River High School	2		8	$30.05	5	$300.50	$7,813.00
Bluffton Middle	2		8	$30.05	5	$300.50	$7,813.00
		1	6	$37.4	1	$37.48	$974.48

				8			
River Ridge Academy	2		8	$30.05	5	$300.50	$7,813.00
		1	6	$37.48	1	$37.48	$974.48
BCSD Annex - Bluffton	1		6	$28.93	1	$28.93	$752.18
MC Riley ECC	1		8	$31.86	5	$159.30	$4,141.80
Bluffton ECC	1		8	$31.86	5	$159.30	$4,141.80

HILTON HEAD ISLAND GROUP			**$42,578.90**
BLUFFTON GROUP			**$82,070.82**
		6 Month Total	**$124,649.72**