INVITATION FOR PROPOSALS FOR RESIDENTIAL
SOLID WASTE COLLECTION SERVICE
WAYNE COUNTY, GEORGIA

INVITATION FOR PROPOSALS
FOR

RESIDENTIAL SOLID WASTE COLLECTION SERVICES
WAYNE COUNTY, GEORGIA

1. GENERAL
2. Invitation
3. Sealed Proposals are invited and will be received by Wayne County, Georgia for residential solid waste collection services.

 2. Proposals must be delivered to and be on file with the office of the Wayne County Board of Commissioners on or before October 29, 2021, 5:00 p.m. at which time the bidding will be closed. **NO PROPOSALS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**

 3. The County reserves the right to reject any and/or all proposals, and to make an award in any manner, consistent with law, deemed in the best interest of the County.

1. Bid Documents
2. Wayne County, Georgia invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed.
3. The envelopes containing the proposals must be sealed and addressed to the Wayne County Board of Commissioners 341 East Walnut Street, Jesup, Georgia, 31546 and plainly marked "County Curbside Collection Proposal.”
4. Insurance
5. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
6. Insurance shall be obtained prior to commencement of work and

shall remain in force throughout the period of the contract.

 3. Wayne County shall be named as additional insured on the policy. 4. Contractor is responsible for any and all deductibles.

 5. Required minimum coverage:

 a. Bodily Injury $1,000,000
 b. Property Damage $1,000,000
 c. Accidental Death $1,000,000 per person per accident

 D. Contract Award

 1. The contract, if awarded, will be based on the summation of the lump sum amounts bid and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the Proposal and that obtained by adding the products of the quantities of the items at the unit prices, the unit prices as written out in words in the Proposal Form shall govern and any errors found in said products, and in the addition, will be corrected.

 2. The County retains the right to award the Contract whether on the Base Bid or any combination of items they choose.

 3. The County's intent is to award the entire contract to one contractor. The contract shall be deemed as having been awarded when formal. Notice of award shall have been mailed by the County to the Contractor by certified mail, return receipt requested.

1. The contractor, to whom the contract has been awarded, shall be required to execute two (2) copies of the contract on the form attached hereto (or such form as may mutually be agreed upon by the county and the selected contractor) and to furnish insurance certificates as required.

(1) In case of refusal or failure to execute the contract within twenty (20) days after receipt of formal notice to award, the contractor shall be considered to have abandoned all rights and interests in the award and bid security may be declared forfeited to the County as liquidated damages. The award may then be made to the next best qualified contractor of the work re-bids as the County may elect. Such forfeited security shall be the sole remedy of the County.

 E. Contract Term

1. The initial term this agreement shall be five years, commencing on effective date and expiring on December 31, 2026 (the”Term”). At the end of the term, the parties may agree to extend the term pursuant to a written amendment to this agreement.
2. The Contract will be automatically renewed at the end of each fiscal year of the period stated in paragraph 1 above, unless positive action is taken by the County to terminate the contract. To prevent renewal and ensure termination of the contract, the County will provide to the contractor a notice of termination in writing either by hand delivery, mail or facsimile at the contractor's address set forth herein. This contract shall terminate absolutely and without further notice of termination if given to the contractor. The County shall have no obligation for any succeeding fiscal year(s) for which this contract is not renewed.
3. Notwithstanding and other provision contained herein, this contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.
4. INSTRUCTION TO BIDDERS
5. Related Documents
6. These specifications
7. Addenda issued prior to receipt of Proposal Bid Form
8. Contract Documents
9. Bidder's Representation
10. Each Bidder shall represent that by submitting bid, the Bidder has:
11. Read and understands the bidding documents;
12. Fully acquainted himself with conditions relating to the scope and restrictions attending the execution of the work under the contract;
13. Obtained information concerning the conditions at locations that may affect this work.
14. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents or to acquaint himself with existing conditions, shall in no way relieve him of any obligations with respect to bid or to the Contract. The County shall make all such documents available to the Bidder.

The Bidder shall make own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the County.

Except with respect to events or conditions which are not discoverable, the Contractor's attention is directed to the fact that all applicable State Laws, County ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they shall be deemed to be included in the Contract as though written out in full in the Contract.

1. Document Discrepancies
2. Should the Bidder find discrepancies in, or omissions from, the documents; notification shall be made at once to Wayne County Board of Commissioners. Requests for interpretations of these specifications shall be made in writing to the Wayne County Board of Commissioners no later than five (5) days prior to receipt of Proposals.
3. Any subsequent instructions to Bidder will be issued in the form of addenda to the specifications, and sent to the Bidder.
4. Addenda are written or graphic instruments issued prior to the award of service, which may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
5. Addenda shall become part of the contract award when the award is made.
6. All addenda shall be enumerated in the Bid Form.
7. Submittals
8. All proposals shall be prepared, with all blanks being completed and signed by the Bidder on the forms attached hereto.
9. In order for bid to be considered, the following documents shall be submitted with the bid.
10. Bid Form
11. Certificate of Insurance
12. E-verify Documents
13. Reservations
14. The Bidder acknowledges that Wayne County reserves full freedom (in

addition to the right to reject any and all proposals) in answering proposals to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the Bidder recognizes the right of the Owner to reject a proposal if the Bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence, the County may award proposals to other than the lowest Bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

1. Competency of Proposer

All proposals shall provide a list of current customers, with addresses and telephone numbers, being provided with the services similar to those requested by the County, the financial statement of the bidder at the close of the most current fiscal year, and a description of the equipment to be used in performing the services requested by the County.

1. Disqualifications of Bidder

1. Although not intended to be an exhaustive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of this proposal:

 a. Evidence of collusion among Bidders;

 b. Default on a previous municipal/County contract for failure to perform;

 c. Lack of competency as revealed by either financial statements, experience, or equipment statements as submitted or other factors;

 d. Disqualifying relationship to an employee of Wayne County.

2. The Board of Commissioners will be the judge of disqualification.

1. TERMS AND CONDITIONS
2. Rates

1. For collection and disposal services required herein, the charges

shall be the rates as fixed by the contract documents.

 2. All new services shall be generated by the Contractor.

1. Escalation

Annual adjustment of rates will be made to reflect the increase in the cost of operations, as follows:

(a) Annual CPI Adjustments: Commencing one year after the initiation of service, and once annually during the term of the agreement, the basic rate may be adjusted on each anniversary of the effective date in an amount equal to the percentage increases in the consumer price index for all urban consumers (water, sewer, and trash collection services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “CPI”). Rates will be increased using the most recently available trailing 12 months average CPI compared to the 12 months preceding. -

1. Collection of Payments

The Contractor will invoice the County for all residential units for provided by the Contractor,

1. Contractor Billings and Collections

The Contractor will bill the County for service rendered within ten (10) days following the end of the month.

1. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents.
2. The Contractor shall be responsible for furnishing any necessary software and equipment required for billing and collections.
3. County will remit payment within 30 days.
4. Delinquent and Closed Accounts

 The Contractor shall be responsible for delinquent accounts and closed accounts.

F. Transferability of Contract

Other than by operation of law, no assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

1. SPECIAL CONDITIONS
2. Permits and Licenses

The Bidder shall obtain all permits, licenses and certifications, paying all fees as required, for performing the service described herein.

1. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

1. Indemnity

The Contractor will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suites, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from a willful or negligent act or omission of the Contractor provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, cost expenses and attorney's fees arising out of the award of this contract or a willful or negligent act or omission of the County, its officers, agents, servants, and employees.

 D. Notification of Residents and Businesses - Contractor shall inform all residents as to complaint procedures, regulations and day(s) for scheduled refuse collection.

1. Notice - A letter properly addressed and sent by certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent when deposited in the United States mail, return receipt requested or when given via hand delivery.

Address for notice to Wayne County

County Administrator
Wayne County
P.O. Box 270
Jesup, GA 31598

Address for notice to Contractor

1. GENERAL SPECIFICATIONS
2. Office Location
3. The Contractor shall, at his discretion, maintain an office or such other facilities through which he can be contacted by Wayne County staff or residents.
4. The Contractor's office shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm daily on regular collection days.
5. Point of Contact

All dealings, contacts, etc. between the Contractor and the County shall be directed to the Contractor and County Administrator.

1. Hours of Operation

Collection of refuse and recyclable materials shall not start before -6:00

а. m., or continue after -6:00 p.m. on the same day (Monday-Friday).

Following Holidays are acknowledged by Wayne County as Holiday for Contractor:

1. Holidays
2. New Year's Day
3. Martin Luther King, Jr.’s Birthday Day
4. Memorial Day
5. Independence Day
6. Labor Day

б. Thanksgiving Day

1. Christmas Day

If the collection day falls on one of these Holidays, then contractor shall provide collection services on the next business day following the Holiday.

Contractor shall notify Wayne County no less than two (2) weeks in advance of any Holidays as to when routes will be missed due to Holiday and when will be serviced.

1. Complaints

All complaints shall be made directly to the contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received.

1. SCOPE OF WORK

A. General

1. The work under this contract shall consist of the items contained in these Specifications, including all supervision, materials, equipment, labor and all other items necessary to fully complete said work in accordance with the Contract Documents.

 2. The County estimates that the approximate number of Residential Units to be initially serviced under the contract is 8,134. The County makes no representation as to the reliability of its estimate for Residential Units. Unit Price computations for Residential Units shall be based upon such estimate.

B. Use of Containers

1. Roll Out Carts

1. It shall be the responsibility of the Contractor to ensure that each residential unit maintains a like or similar cart during the duration of the contract. The carts will be a minimum of 95-gallon capacity rollout plastic containers with plastic lids.
2. The Contractor shall have the responsibility to provide carts for new services and the pickup of carts from discontinued services.

A sufficient minimum number of rolling carts shall be maintained in inventory by the Contractor.

1. All carts shall be maintained so as to function as designed by the manufacturer.
2. Any rollout carts destroyed, lost, stolen or damaged by a resident will be replaced by the Contractor.
3. Contractor will replace or repair carts with missing or broken lids, wheels or other damage reported by resident.

C. Routes of Collection

1. Collection routes shall be established by the Contractor and furnished to the County Commissioners Office.
2. Contractor shall submit a map designating the collection routes with days or pick-up to the County for their approval, which approval shall not be unreasonably withheld.
3. At the commencement of the contract, the Contractor shall, at own expense, notify each residential unit individually of the scheduled collection day or any changes thereto for the duration of contract.
4. The Contractor shall publish at own expense, at least once during each fiscal year, a map of such collection routes in the newspapers published in the immediate area. The published map shall be such size to clearly show all pertinent information.
5. The Contractor may from time to time propose to the County Commissioners Office, for approval, changes in routes or days of collection
6. Upon County approval of the proposed changes, contractor shall promptly give written or published notice to the affected Residential Units.
7. Contractor shall furnish reports to County, when necessary, whenever delays or roads are shipped due to weather.
8. Collection Equipment
9. The Contractor shall provide an adequate number of vehicles for regular collection services.
10. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.

Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

3.

1. Placement for Collection
2. The rollout containers shall be placed at curbside for collection.
3. Curbside refers to that portion of right-of-way adjacent to paved or traveled County roadways.
4. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
5. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle.
6. Collection of Waste

1. Contractor shall provide curbside collection of residential garbage and refuse from each residential unit one (1) time per week. Rollout containers shall be placed at curbside by 5:00 a.m. on the designated collection day and removed day of pick-up.

1. Contractor shall provide back yard pick-up to elderly or disabled residents as designated by the County who are physically unable to place container at curb on pick-up day.
2. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or other Act of God or any other event over which the Contractor has no control. In the event of such a flood, hurricane, or other Act of God or event, the County shall grant the Contractor variance in routes and schedules as may be deemed necessary by Contractor.
3. Contractor shall also provide collection service for disabled persons, who are unable by reason of age or infirmity to place their containers at curbside. Disabled persons will be determined by Contractor with the assistance of Wayne County, exercising reasonably good faith judgment, and Contractor will be so notified of such disabled persons. Proof of disability shall be provided to Contractor, upon request. Contractor agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled person, except Contractor will not be required to go into houses or other dwelling.

Ownership

Title to recyclables that the Contractor accepts shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a container or removed by Contractor from the Residential Unit, whichever last occurs.

G.

H. Hauling

All refuse hauled by the contractor shall be so contained, tied, or enclosed so that leaking, spilling or blowing is prevented.

I. Disposal

All residential solid waste collected from within the County shall be transported and disposed of at the Republic Broadhurst landfill, which is, and shall be at all times during the term of the Agreement, constructed in accordance with O.C.G.A. 12-8-21, et, seq.

Residential Solid Waste Collection Services

 BID FORM
 for

 Wayne County, Georgia

|  |  |  |
| --- | --- | --- |
| Curbside Collection (Including Disposal) | Monthly Rate Per Household | Fee for Additional Containers |
|  |  |  |

Rates effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021

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Signature/Title Date