



REQUEST FOR PROPOSALS

RFP-2021-05

Solid Waste Transportation and Disposal Services

Closing Date/Time: December 20, 2021, 3:00 PM

**McDuffie County
210 Railroad Street
Thomson, GA 30824**

MCDUFFIE COUNTY
Solid Waste Transport and Disposal Services
RFP No. 21-005

McDuffie County Board of Commissioners are seeking bids for solid waste transportation and disposal services for a three-year term with option to renew annually for an additional two years. The McDuffie County Transfer Station received 30,381 tons of solid waste in 2020 and 23,891 tons of solid waste through the third quarter of 2021.

While every effort has been made to ensure the accuracy and completeness of information in the RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their submittal all pertinent information in accordance with the objectives of the County.

PROPOSAL FORMAT:

Request for Proposal MUST be submitted in the format prescribed herein. The proposal shall be prepared simply and shall be straightforward and concise. The bid packet should include the following:

- Bid Summary (attached in this RFP)
- Acknowledgement of bid amendments, if any
- Executive Summary
- Experience and Reputations of Proposer
 - Include corporation's mission statement, background, and history, including number of years in business, number of employees, number of accounts, annual gross revenue, and professional association affiliations.
 - Contact information for at least 3 references for similar services with government entities in Georgia.
- Certificate of Insurance, including certificate of insurance for any sub-contractors to perform work under this contract. Responsible bidders shall meet the following insurance requirements:
 - The approved responsible bidder shall take out and maintain during the life of this Contract the various types and amounts of insurance as required to protect the approved Contractor, the Owner, officials and representatives of the Owner, and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them.
 - Without restricting the obligations and liabilities assumed under the Contract Documents, the Contractor shall at his own cost and expense, purchase and maintain in force until expiration of the Contract, the below listed forms of insurance coverage.
 - Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this Section.

Certificate Holder Should Read:

McDuffie County Board of Commissioners
210 Railroad Street
Thomson, GA 30824

- All policies as hereinafter required shall be so written that the Owner will be notified of cancellation, expiration or restrictive amendment at least 30 days prior to the effective date of such cancellation, expiration or amendment.
 - Item A - Workers Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease-each employee.
 - Item B - Comprehensive General Liability Insurance: Shall have minimum limits of \$1,000,000 per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability Coverage, Personal Injury Coverage, and Fire Legal Liability.
 - Item C -Owner's Protective Liability Insurance: (Separate Policy Required) In the name of the owner, additional insured with a minimum limit of \$1,000,000.
 - Item D -Comprehensive Automobile Liability Insurance: Shall have minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, Owned vehicles, Hired and Non-Owned Vehicles.
 - NOTE: In B & C Underlying must equal \$1,000,000. Underlying plus Excess must equal \$1,000,000.
 - Item E - Umbrella Liability Insurance: Shall have \$1,000,000 limit of liability with the same coverage as Items A, B, C and D above.
 - McDuffie County Board of Commissioners is to be included as an Additional Insured on all Liability Policies. Current and valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. All Insurance Policies must be written on an Occurrence Basis.
 - It shall be the responsibility of the contractor to ensure that all subcontractors comply with the same specified insurance requirements.
 - Certificates of insurance, policies, bonds, and any other requirements must be forwarded to the Owner.
 - Insurance Companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and has an AM Best rating of A-6 or greater.
 - This Contract shall be null and void and of no effect unless the Operator shall, before entering upon the performance thereof, secure Worker's Compensation Insurance for the benefit of and keep insured, during the life of said Contract, all employees engaged thereon and to fully protect the Owner as required by existing law, or as such may be amended. In case the Contractor shall sub-contract any portion of the Work, he shall require that all employees of the sub- contractor be properly covered by such Worker's Compensation Insurance.
- Selected Proposer must provide a performance bond
- Licenses and Permits to provide the requested services
- E-Verify affidavit for Selected Proposer and any sub-contractors (attached in this packet). It is the policy of the County that unauthorized aliens shall not be employed to perform work on contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia unless they provide an affidavit

stating they comply with E-Verify (attached).

- Current W-9
- Sample contract routinely utilized for similar operations.
- Any other information deemed necessary by bidder to aid in award of this contract.
- Bid Summary (attached in this RFP)

BINDING OFFER:

Each Bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening unless the bidder takes exception to this provision in writing.

RFP SUBMISSION:

Companies who wish to respond must submit an original and one digital copy (in PDF format) of the proposal in sealed opaque envelope/package marked "Solid Waste Transportation and Disposal Services Proposal". Fax and/or e-mail responses will not be acceptable. Responses to the RFP will be accepted until 3:00 p.m. on December 20, 2021. Responses must be submitted to the following:

Mr. David Crawley, County Manager
McDuffie County Board of Commissioners
210 Railroad Street
Thomson, Georgia 30824

A bid opening meeting will be conducted December 20, 2021 at 3:00 p.m. in the second-floor training room of the Thomson-McDuffie Government Center, located at 210 Railroad Street, Thomson, Georgia, 30824.

Failure to comply with directions in this RFP, or omission of requested information could result in disqualification of your firm's submittal.

McDuffie County reserves the right to reject any and all proposals, to waive any informalities or technicalities and to accept the proposal which in the judgement of the property officials is in the best interest of McDuffie County.

Absolutely NO submittals will be accepted after 3:00 p.m. December 20, 2021.

CONTACT:

ALL QUESTIONS are to be directed to Mr. David Crawley, County Manager, email dcrawley@thomson-mcduffie.net. All questions are to be received no later than fourteen business days (14) before the due date of the Request for Proposals. Responses to substantive questions will be issued via Addenda, and will be posted on the County web site: www.thomson-mcduffie.com/rfps. It is the responsibility of Proposers to check the McDuffie County website for RFP information and amendments.

No organization is to discuss any aspect of this Request for Qualifications with any County or City employee without approval of the County Manager. This is to ensure that all prospective respondents have the same level of knowledge relative to the required services as well as ensuring the additional data is made available to all proposers.

TITLE VI:

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities

Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the successful Firm agrees that, during performance of this Agreement, the Firm, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the successful Firm agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

E-VERIFY:

It is the policy of the County that unauthorized aliens shall not be employed to perform work on contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia unless they provide an affidavit stating they comply with E-Verify (attached).

RESPONSIBILITY OF PROPOSER:

Request for Proposals must be signed by a Principal of the firm authorized to bind the proposer and it shall contain a statement to the effect that the Request for Proposals is firm for a period of at least ninety (90) days from the closing date of submission.

OWNERSHIP OF MATERIAL:

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

PROHIBITION OF GRATUITIES:

Firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the McDuffie County Board of Commissioners for the purpose of influencing consideration of this qualification.

COST OF STATEMENT OF QUALIFICATIONS:

McDuffie County assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting Proposals and Pricing Information, or any work in connection therewith will be borne by the submitting firm or team of firms.

RESPONSIBILITY OF PROPOSER:

Request for Proposals must be signed by an authorized official to bind the proposer and it shall contain a statement to the effect that the Request for Proposals is firm for a period of at least ninety (90) days from the closing date for submission.

MISCELLANEOUS:

The proposer agrees that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further agrees that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. All respondents must provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest.

Proposals submitted are not publicly available until after award by the McDuffie County Board of Commissioners. All Proposals and supporting materials, as well as correspondence relating to this RFP becomes the property of McDuffie County when received. Any proprietary information contained in the qualification should be so indicated. However, a general indication that the entire contents, or a major portion, of the qualification is proprietary will not be honored.

OPEN RECORDS:

The contents of the proposals will not be made public until after an award and contract has been executed.

ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent by the County.

PROTEST PROCEDURES:

Right to Protest: Any actual firm, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Procurement Director. The protest shall be submitted in writing within five (5) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

The Procurement Director shall have authority to settle and resolve a protest of an aggrieved proposer concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken. This decision shall be final and conclusive, unless the firm appeals administratively within five (5) days after receipt of decision to the McDuffie County Board of Commissioners. Any protest taken to the Board or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

QUALIFICATIONS AND AWARD BASIS

McDuffie County reserves the right to accept or reject any and all proposals or any parts of a proposal wherein its judgment, it will be in the best interest of the County; waive any technicalities/informalities in the RFQ document and proposal process; and to qualify and award any or all of this contract in any manner in which McDuffie County, acting in the sole and exclusive exercise and discretion, deems to be in McDuffie County's best interest. Cost will not be the sole factor in the selection process, representing 60%, references representing 20%, and experience represent 20% of the scoring criteria. If no acceptable proposal is received, McDuffie County reserves the right to resolicit proposals at its sole discretion.

McDuffie County anticipates awarding the bid and executing a contract with the successful Bidder during the month of January 2022. The successful Bidder would be required to begin working within ninety (90) days of bid award.

REFERENCES

Submission of a response authorizes McDuffie County to make inquiries concerning the Proposer and its officers to any persons or firms deemed appropriate by McDuffie County.

SERVICES REQUESTED:

Background

McDuffie County Board of Commissioners are seeking bids for the transportation and disposal of solid waste from our transfer station. The County operates a Transfer Station located at 514 Tankersley Road, Thomson, Georgia 30824. The Transfer Station is open Monday – Friday 7:30 a.m. – 5:00 p.m. and Saturday 8:00 a.m. – 2:00 p.m., excluding holidays observed by McDuffie County. The Transfer Station

accepts municipal solid waste and C&D from other governments, private haulers, and citizens. The County operates an inert landfill at the same location as the Transfer Station, which accepts inert waste from other governments, private haulers, and citizens.

Scope of Work

Contractor will provide solid waste transportation and disposal services from the McDuffie County transfer facility located at 514 Tankersley Road, Thomson, Georgia, utilizing industry standard tractors and waste trailers, to a county approved, pre-designated, fully permitted, Subtitle D Municipal Solid Waste (MSW) landfill for an initial term of three (3) years (renewed annually) with option to renew for two (2) additional one (1) year terms, renewed annually. The contractor will provide enough trailers and trucks to handle an average of 120 tons per day (with a variance of 100-150 tons in a day). Our goal is to leave as little waste on the floor as possible at the end of the day. The majority of our waste is delivered in the afternoon. Contractor will provide auto-tarp trailers, the county employees will apply the tarps and ready the trailers for waste transport. The County will attempt to load trailers with a minimum of 20 tons of MSW per trailer.

The contractor shall be responsible for all transportation and disposal costs associated with the service. The County will pay the contractor on a monthly basis, based on the timely invoice, with details regarding the daily tons of waste transported and disposed.

The selected proposer or sub-contractor shall maintain all vehicles and equipment they utilize in good repair, appearance, and in sanitary conditions at all times.

Proposals shall include a listing of any items that are unacceptable waste for transportation and disposal. Additionally, each proposal must list any holidays observed in which services will not be provided.

ASSURANCES

The awarded contractor (and landfill operator if separate) shall provide to the County upon award and annually upon renewal (if renewed), written assurance of the following:

- 1) Landfill has sufficient capacity to accommodate all waste generated by County for duration for each of the one-year contract terms.
- 2) Landfill shall acknowledge and agree to provide landfill airspace capacity for disposal of waste as provided herein. The amount of disposal capacity provided shall be calculated by volume (cubic yards) and billed on a per ton basis.
- 3) Landfill is currently permitted for operation in accordance with all local, state and local laws and regulations to process waste as described herein. Copies of all applicable permits shall be provided to County.
- 4) Contractor shall meet the daily variable waste disposal handling needs of the County.

PROPOSAL SUBMISSION REQUIREMENTS

In order for the Proposal to be considered responsive the following must be addressed and provided:

- 1) CORPORATE INFORMATION, Provide the full legal name, principal business office and licensure and permit information related to intent of this RFQ. Include information on the firm's history, business activities, and ownership. Include telephone number, point(s) of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation.
- 2) ORGANIZATIONAL STRUCTURE AND CAPACITY. Provide number of employees, details of

equipment, and operational schedule. Provide Corporate Information for all sub-contractors to provide services under this contract.

- 3) **EXPERIENCE, CURRENT CONTRACTS, AND REFERENCES.** Provide details related to experience and familiarity with the scope of services described herein. Include current and past contract scope of services, contract amount, annual quantities, contract start and end date, sub-contractor information, and any/all additional pertinent information. Provide name of client, brief description of the work, contract amount and duration, and client contact information (organization name, contact name, phone #, email, and address). Provide a minimum of 5 references.
- 4) **INSURANCE AND BONDING REQUIREMENTS.** A bid bond in the amount of 5% shall be required upon request for submission of sealed bids by selected pre-qualified contractors. Upon award of contract, the selected contractor shall be required to provide the following:
 - a) Copy of current Certificate of Insurance. Insurance coverage shall include \$1M per occurrence and \$2M aggregate liability insurance coverage.
 - b) Copy of workers compensation policy and coverage as required by the State of Georgia.
- 5) **NON-COLLUSION.** Respondent submissions shall include signed non-collusion affidavit.
- 6) **E-VERIFY.** Respondent submissions shall include proof of compliance with State of Georgia e-verify requirements.
- 7) **BID FORM.** Respondent submissions shall include pricing proposals on enclosed

EVALUATION CRITERIA

Proposals received will be reviewed and evaluated by a committee comprised of representatives of McDuffie County based on the following:

- Demonstration of related experience with other municipalities/local governments including references;
- Demonstration of organizational structure and capacity to satisfactorily provide the services described herein;
- Demonstration of compliance with RFP requirements;
- Uniqueness of proposal/contractor to offer services and benefits that exceed minimum requirements; and,
- Proposed pricing.
- Cost will not be the sole factor in the selection process, representing 60%, references representing 20%, and experience represent 20% of the scoring criteria
- County reserves the right to negotiate with the bidder whom the County believes best meets the criteria for evaluation

DISCLAIMER

The County reserves the right to award a contract to the contractor that is deemed to best satisfy the requirements of this RFP and provide the services which are in the best interest of the County. The County reserves the right to reject any or all proposals and to waive formalities or non-material irregularities. The County reserves the right to negotiate the terms of the contract and the scope of services with successful bidder without re-solicitation. Contractors acknowledges that the preparation of proposal submissions are at the expense of the contractor.

Non-Collusion Affidavit

State of (Georgia)

County of McDuffie

_____, being first duly sworn, deposes and says that he or she is Agent of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Company Name : _____

Company Address : _____

Authorized Representative (Print Name): _____

Authorized Representative (Signature): _____

Date: _____

E-Verify Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of McDuffie County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Contract or

Name of Project

McDuffie County _____ Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ 2021, (city), _____ (state) _____

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2021

Notary Public

Date

BIDDER INFORMATION

Company Name: _____

Company Address: _____

Company Telephone #: _____

Company Website: _____

Authorized Representative (Print Name): _____

Authorized Representative (Signature): _____

Authorized Representative (Title): _____

Authorized Representative (Email): _____

Authorized Representative (Cell #): _____

Date: _____

Corporate Seal:

**BID FORM
Waste Transportation and
Disposal Services for
McDuffie County,
Georgia**

Bid proposal submitted by _____ ("Bidder") organized and

existing under the laws of the State of _____ Doing Business As

_____ as described herein for McDuffie County.

Bidder agrees to provide services described herein and in accordance with the RFP documents for the prices stated below and to commence work within 90 days of bid award.

BIDDER acknowledges receipt of the following ADDENDA:

Bid Price for transportation and disposal of MSW \$_____ per ton

Name and Signature of Authorized Representative*

Date

Attested By (Name and Signature)

Date

**By signing this form, I, on behalf of my company, agree to provide the services described herein in accordance with the requirements contained herein and if my company is awarded this contract, I agree that this signed bid response shall serve as the legal binding document concerning this contract.*