



**BRYAN COUNTY, GA
REQUEST FOR PROPOSALS
FOR
RESIDENTIAL SOLID WASTE SERVICES,
COLLECTION & DISPOSAL**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

WEDNESDAY, NOVEMBER 18TH, 2020 AT 2:30PM, EST

**BRYAN COUNTY BOARD OF COMMISSIONERS
Attn: Finance Director
51 North Courthouse Street
P.O. Box 430
Pembroke, GA 31321**

RFP-Residential Solid Waste Services, Collection & Disposal

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

Bryan County is soliciting a **Request for Proposal (RFP)** for Residential Solid Waste Services, Collection, & Disposal. Proposers will be graded on the following criteria:

- 1) Qualifications and experience of the company and/or staff, references, and overall quality of RFP (including other services) (10 points)
- 2) Fees for services:
 - 2a-Residential Solid Waste Collection & Disposal \$ _____ per bin per month (70 points)
 - 2b-Recyclable Materials \$ _____ per bin per month (20 points)

Each of the above criteria above will be reviewed by the Bryan County Commission. The successful applicant will be the proposer with the highest score.

INFORMATION TO VENDORS

1. **RFP TIMETABLE**

The anticipated schedule for the RFP is as follows:

RFP Released	Monday, September 21, 2020
Mandatory Pre-Bid Conference Meeting	Friday, October 9, 2020 at 2:30PM, EST-Pembroke
Deadline for Questions	Friday, October 30, 2020 at 5PM
Submittal deadline	Wednesday, November 18, 2020 at 2:30PM, EST-Pembroke
Tentative Award Date	Tuesday, December 8, 2020 at 5:30PM, EST-Bryan County South Admin. Building

There will be a mandatory pre-proposal meeting on Friday, October 9, 2020 at 2:30PM, EST in the Bryan County Administration Building located at 51 North Courthouse Street, Pembroke, GA 31321.

2. **BID SUBMISSION**

Five (5) bound copies and one (1) soft copy of the complete signed submittal must be received **WEDNESDAY, NOVEMBER 18, 2020, AT 2:30PM, EASTERN STANDARD TIME.** Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the **RFP-RESIDENTIAL SOLID WASTE SERVICES, COLLECTION, & DISPOSAL** to:

Bryan County Board of Commissioners
Attention: Finance Director-John Rauback
P.O. Box 430
51 North Courthouse Street
Pembroke, GA 31321

Soft copy* is defined as various types of media that include but are not limited to: disc or flash drive to send a copy of the electronic proposal. Soft copies are to be included in the sealed submission. Vendors should **not** email or fax copies of bids. If vendors email or fax soft copies, vendor may be immediately disqualified. Soft copies will not be returned.

Hand Delivery

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Bryan County Government. For a complete listing of holidays, please visit www.bryancountyga.org.

3. CONTACT PERSON

Vendors are encouraged to contact **John Rauback, Finance Director at (912) 653-3899, by or email jrauback@bryan-county.org** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFP and may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except through the Finance Director named herein.

4. ADDITIONAL INFORMATION/ADDENDA

Bryan County will issue responses to inquiries and any other corrections or amendments it deems necessary in writing via email.

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Bryan County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

Bryan County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Bryan County. Bryan County reserves the right to cancel this RFP at any time.

7. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of Bryan County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract, which may be made under it, or in any expected profits to arise there from.

9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the Bryan County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. OPEN RECORDS

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of Bryan County Board of Commissioners. All such materials shall remain the property of Bryan County and will not be returned to the respondent.

11. TAXES

Bryan County Government is tax exempt. No sales tax will be charged on any products or services. Bryan County cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relations to this project. Selected vendor will be provided with Bryan County's Sales and Use Tax Certificate of Exemption number upon request.

General

1. SCOPE OF WORK

The work to be performed under this proposal shall consist of the collection and disposal of residential solid waste (“Residential Solid Waste”) and recyclables generated by residential premises in the unincorporated areas of the County (including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services).

2. TERM

The Term of this Proposal shall begin on the effective date and shall continue for a period of three (3) years thereafter. At the conclusion of this term hereof, ("Additional Three Year Term") unless the Board provides written notice to Proposer not less than 90 days before the end of the term of its intent not to renew. The County may cancel any contract with 90 days written notice for any reason or no reason.

3. COLLECTION SERVICE, BASE SERVICE

- a. Proposer shall furnish one (1) 90 gallon, or greater, cart ("Cart") to each Residential Premises suitable for occupancy in the unincorporated area of the County. It shall be the responsibility of the occupant of each Residential Premises ("Occupant") to property use and safeguard the Cart. Proposer shall maintain the Carts in reasonably good condition and collect solid waste placed in the Carts from the Residential Premises once each week. Proposer shall have the right to charge Occupants for the cost of repair or replacement of Carts, if such repair or replacement is required as a result of abuse or damage, fires, or theft. The amount charged an Occupant for Cart replacement shall not exceed Proposer's cost for the Cart. Occupants may request one or more additional Carts for an additional volume of collection service. However, Occupants must pay on a semi-annual basis the cost for the additional Carts. Said costs must be paid to Proposer directly. The Board will only pay for the base service. Occupants shall place the Carts within 10 feet of the roadway no later than 7:00 AM on the day of collection and remove the Cart from the vicinity of the roadway promptly after collection by Proposer.
- b. Mobile home park owners or managers shall be given the option of receiving a Cart for each mobile home or establishing common collection point(s) within the mobile home park.
- c. Carts shall be provided at County Facilities at no charge (See Attachment A).

4. ADDITIONAL SERVICE PROVIDED

- a. Proposer shall collect designated recycled materials at curbside. "Recyclable Material" consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, but not limited to, uncontaminated non-hazardous corrugated cardboard, white paper and newsprint; plastics and plastic film; ferrous and non-ferrous metals. **Glass is Not Accepted**. Proposer agrees that it shall provide each Occupant with a cart designated for the disposal of Recyclable Material, and that Proposer shall collect the Recyclable Material at the curb side every other week. Proposer shall conduct a Recyclable Education Campaign annually or as needed.
- b. Oversized refuse items that will not fit in the Cart including broken furniture and white goods ("Bulky Waste") shall be picked up from Residential Premises within 2 business days' notice and billed directly to the Resident.

5. ACCESS

Proposer shall provide collection services to all Residential Premises located on publicly owned roadways and privately owned roadways (collectively "Roadways") where title owner(s) grant written permission. Such Roadways shall be accessible to waste collection vehicles. Privately owned Roadways, where the owner grants permission for collection of Residential Solid Waste, shall be maintained by the owner. Occupants of Residential Premises located on Roadways inaccessible to Proposer's collection vehicles shall place Residential Solid Waste in Carts at an accessible location on a properly maintained Roadway. Proposer shall also provide monthly reports (in Microsoft Excel) to the County Finance Dept. by the 15th of the preceding month of all Residential Premises (including addresses) that it provides collection services.

a. Elderly and Disabled Exceptional Collection Service

Proposer shall provide side door or back door collection service to elderly or disabled residents as designated by the County who are physically unable to place the Cart at roadside ("Elderly or Disabled Residents"). Such exceptions for Elderly and Disabled Residents will be granted by the County only if there is no other occupant of the Residential Premises physically capable of placing the Cart at roadside and the Occupant provides an affidavit or other documentation from a physician certifying the physical limitation or disability. In no event will side door or back door service be provided at a distance of more than 150 feet from the public Roadway. In those events where side door or back door service

is provided pursuant to this Section, the Occupant may use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags.

b. Inaccessible Premises -Exceptional Collection Service

Proposer and the Occupant of a Residential Premises not conveniently accessible to a public or private right of way or not having a suitable location at roadside for placement of Carts or other Residential Solid Waste shall agree on the manner and location for the collection of Residential Solid Waste from such Residential Premises. If there are multiple homes located on an inaccessible road, dumpster service will be provided at a site convenient to all residents located on such road. The number of homes served by the dumpster service shall not be included for the purpose of determining the total number of "Exceptional Collection Service" locations as provided in Subparagraph (c) below.

c. Limitation on Number of Exceptional Service Locations

Proposer shall cooperate with the Board and with the Elderly or Disabled Residents and Occupants of Inaccessible Premises having exceptional collection service requirements described herein ("Exceptional Collection Services"). Proposer shall provide such Exceptional Collection Services as required; provided, however, that the total number of Occupants receiving Exceptional Collection Services shall not, in the aggregate, exceed three percent (3%) of the total number of Residential Premises in the County.

6. ROUTES AND HOURS OF COLLECTION OPERATION

a. Hours of Operation

Collection of Residential Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM the same day.

b. Routes of Collection

Proposer shall establish collection routes for pickup of Residential Solid Waste ("Collection Routes"). Proposer shall submit a map designating the Collection Routes with days of collection to the County for its approval, which approval shall not be unreasonably withheld. Prior to commencement of collection services under this Proposal, Proposer will, at its expense, notify each Occupant of Residential Premises, individually, of the scheduled collection day or any changes thereto for the duration of this Proposal. Proposer may from time to time request approval of changes in Collection Routes or days of collection, which approval shall not be unreasonably withheld. Upon Board approval of the

proposed changes, Proposer shall promptly give written or published notice to the affected Residential Premises.

c. Holidays

The following shall be holidays for the purpose of this Proposal:

New Year's Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Proposer may elect to work or observe any of the above-designated holidays. If Proposer observes the holiday, Proposer shall remain obligated to provide collection service at least once per week per Residential Premises. Proposer will not be allowed Sunday collection except in emergency situations approved by the Board.

d. Complaints

Proposer shall furnish each Occupant with instructions for contacting Proposer by telephone over a local line, for information or for service complaints. All complaints shall be made directly to Proposer, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Proposer shall collect said Residential Solid Waste within 24 hours after the complaint is received. Proposer shall provide a monthly tabulation of complaints with the time, date, name and phone number of the person calling. The tabulation shall also describe the resolution of the complaint and such tabulation shall be forwarded to the Director of Public Works or their designee by the tenth (10th day of the succeeding month).

e. Collection Equipment and Personnel

Proposer shall provide an adequate number of vehicles for regular collection services. 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 Proposer. All

Residential Solid Waste hauled by Proposer shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

f. Office

Proposer shall maintain an office or other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM Monday through Friday of each week, except noted holidays. Voice mail service will be available at all other times.

7. DISPOSAL

a. Landfills

Proposer shall be responsible for the proper disposal of Residential Solid Waste. Proposer shall dispose of waste at the disposal facility(ies) which are properly permitted facilities for the appropriate waste materials. Proposer shall be responsible for all costs in connection with the disposal of Residential Solid Waste hereunder.

b. Convenience Centers

Proposer shall be responsible for establishing and staffing convenience centers ("Convenience Centers") at the Mill Creek and Spur 144 Landfills ("Mill Creek Center" and "Spur 144 Center" respectively). Except for the months of May through August, inclusive, Proposer shall operate the Mill Creek Center for five (5) hours per day on Thursday and Friday and for eight (8) hours per day on Saturday and Monday. For the months of May through August, inclusive, Proposer shall operate the Mill Creek Center on Thursday, Friday, Saturday and Monday for eight (8) hours per day. Except for the months of May through August, inclusive, Proposer shall operate the Spur 144 Center on Tuesday and Wednesday for five (5) hours per day and on Thursday, Friday and Saturday at eight (8) hours per day. During the months of May through August, inclusive, Proposer shall operate the Spur 144 Center on Tuesday, Wednesday, Thursday, Friday and Saturday for eight (8) hours per day. The Convenience Centers shall take recyclable products, metal and white goods for no fee. The disposal of brown goods, inert waste, construction and demolition debris, and other waste shall be charge a fee of \$.10/lb. The County shall also use the inert facility for the disposal of inert waste generated via declared emergency (ies). Staff at the convenience centers shall only allow Bryan County Residents to use these facilities by checking IDs or Driver's License and keeping a log of all users. The log shall be submitted to the County Finance Dept. monthly in Microsoft Excel. The proposer shall have the scales calibrated quarterly at a minimum or when needed or requested by the County. Also, the Proposer shall make the scale reading

visible to the customers and supply them with a detail receipt consisting of loaded weight, empty weight, total pounds, price per pound, and calculated cost. Additionally, the Proposer shall keep the Convenience Centers in an aesthetically pleasing condition at all times and provide an annual maintenance/repair budget of \$10,000 that will be used on the Convenience Centers. The Proposer must document and report the maintenance/repairs done each year on the Convenience Centers. If the Proposer doesn't spend the full \$10,000 each year on the Convenience Centers, then the County will direct the Proposer how to spend the balance of the maintenance/repair budget on the Convenience Centers.

Proposer shall provide dumpsters at the Mill Creek and Spur 144 Landfills for holiday overflow waste products during the holiday season from Christmas until after New Year's, and shall notify occupants of the availability of this service. There shall be no charge for this service. Proposer shall staff the Mill Creek and Spur 144 Landfills for two free bulk waste disposal days for residents in the unincorporated areas of Bryan County. These bulk waste disposal days shall be in January and June annually. All bulk items and yard waste shall be accepted at no charge to residents. Four automobile tires per household (semi-annually) shall be permissible, items such as household garbage, wet paint, chemicals, tractor and semi-truck tires, oil, and boats shall not be acceptable.

c. Within 30 days of the effective date hereof, Proposer will purchase and install a stationary compactor for the Spur 144 Center. The County shall provide all site improvements necessary for such installation, i.e. concrete pad and electrical components.

8. COMPENSATION

a. Rates of Compensation

The Contract Price shall be fixed for a three (3) year term and shall be _____ per household per month, however, the Contractor Price shall be increased yearly on the anniversary of the Proposal by the percentage equal to the Cost Price Index (CPI) as calculated by the United States Department of Labor, Bureau of Labor Statistics over the four quarters of the previous year. For example, for 2021, if the CPI for 2020 is 3% greater than the CPI for 2019, the rate for 2021 will be \$5.00 ($\$5.00 \times 1.03 = \5.15). If the CPI does not increase, the Contract Price shall not change.

b. If an Occupant desires an additional Cart, Proposer shall contract with the Occupant for the monthly cost for pickup of the additional Cart at a rate not to exceed thirty-five (35%) percent of the Monthly Bin Rate. The Board will track problems associated with trash removal and make deductions from the monthly billing as deemed appropriate by the County. This change shall likewise be adjusted annually per the provisions of Section 8(a) above.

a. Proposer Billings to the Board

By the 10th of each month the Proposer shall notify The County of the number of Residential Premises served for the preceding month. Then The County shall dispatch a check for said services by the 30th of each month. The payment shall be based on the total number of Residential Premises in the collection service area of the County, for which collection of Residential Solid Waste has been provided. If The County does not concur with the count, it shall be their responsibility to provide information suitable to the Proposer that provides the actual count. It shall be the County's responsibility to notify Proposer to add Carts for new homes or mobile homes.

9. NON-DISCRIMINATION

In the performance of the Work under the terms hereof, Proposer covenants and agrees not to discriminate against any person because of race, age, sex, creed, color, religion or national origin.

10. INDEMNITY

Proposer will indemnify, hold harmless, and defend the Board, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to the Work done in the performance of this Proposal arising out of a willful or negligent act or omission of Proposer, its officers, agents, servants and employees.

11. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including but not limited to strikes, riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Proposal does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, Proposer will vary routes and schedules as may be deemed necessary. In addition, the Board and Proposer shall negotiate the amounts to be paid

Proposer for services to be performed as a result of increased volumes resulting from a Force Majeure Event.

12. LICENSES AND TAXES

Proposer shall obtain all licenses and permits and promptly pay all state and county taxes. During the term of the Proposal, Proposer is subject to all applicable taxes and surcharges in effect on commercial hauling businesses and establishes with the County.

13. OWNERSHIP OF WASTE

Ownership of Residential Solid Waste shall be deemed to be the property of Proposer upon the collection and placement of the Residential Solid Waste in Proposer's vehicle pursuant to this Proposal.

14. INSURANCE

Proposer shall at all times during the Proposal maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of this Section.

15. INSURANCE INDEMNITY

All insurance shall be by insurers and for policy limits acceptable to the Board. Before commencement of work hereunder Proposer agrees to furnish the Board certificates of insurance or other evidence satisfactory to the Board to evidence that such insurance has been procured and is in force. The certificates shall contain the following express obligation: "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder." For the purpose of this Proposal Proposer shall carry the following types of insurance in at least the limits specified below: The carrier of such insurance shall have a rating by AM Best of B+ or better.

16. COVERAGES AND LIMITS OF LIABILITY

For the purpose of this Proposal, Proposer shall carry the following types of insurance with the minimum limits specified below:

General Liability	\$2,000,000
Property Damage Liability	\$1,000,000
Automobile Liability	\$2,000,000
Umbrella Policy	\$5,000,000
Worker's Compensation	\$1,000,000

The Bryan County Commission will select the firm deemed in the judgment of the Commission to be the most qualified, best suited, and who best meets the requirements of the Commission among those submitting Proposals. **If proposer fails to negotiate and sign Bryan County's standard contract within 30 days of award, then Bryan County will negotiate with the second highest proposer.** This RFP shall in no manner be construed as a commitment on the part of the Commission to execute a contract, to pay any cost incurred in the preparation of proposals to this request, or to procure or contract for any services. The Commission reserves the right to reject any proposal, which in its opinion does not have adequate qualifications. Furthermore, the Commission reserves the right to reject any or all proposals and to advertise for new proposals for any reason(s) or for no reason(s). The Commission reserves the right to waive minor irregularities and/or formalities.

The Proposer selected must procure and maintain at its sole expense the following types and amounts of insurance throughout the Term of the Proposal, which amounts may be adjusted by the Commission in the future, protecting the Proposer and Commission from claims and actions set forth in the indemnity provisions of this Proposal:

(1) General Liability Insurance - no less than Two Million Dollars (\$2,000,000) each occurrence, Combined Single Limit ("CSL"), bodily injury and property damage, including Employer's non-ownership liability and hired auto coverages as applicable.

All Proposals and other materials or documents submitted by Proposer in response to this RFP will become the property of the Commission. The Commission is subject to open records requirements of the State of Georgia Statute 50-18-70, and as such, all materials submitted by Proposer to Commission are subject to disclosure. Proposer specifically waives any claims against the Commission related to the disclosure of any materials if made under a public records request.

If you have any questions, please contact John Rauback, Finance Director, at jrauback@bryan-county.org or at (912) 653-3899.

No interpretation or clarification of the RFP will be made to any Proposer verbally. If any prospective Proposer wishes to question or has doubt as to the meaning of any part of the RFP, a written request for a clarification or interpretation must be submitted by email to jrauback@bryan-county.org. All such interpretations and any supplemental information will be sent to each Proposer at the respective email address furnished for such purposes prior to the date fixed for the deadline for Proposals. **Deadline for the submittal of all questions shall be Friday, October 30th by 5pm. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation contained therein.**

Attachment A

Bryan County Buildings – Trash can count

North

Board of Commissions – 3
Courthouse – 3
DFACS/DJJ – 0 (dumpster used in this area)
Extension Office – 1
Family Connections - 0 (dumpster used in this area)
Health Dept. – 1
Hendrix Park – 13 (total for park, concessions and maintenance)
Library – 1
Public Safety (Jail) – 1
Public Works – 4
Senior Center – 2
Tax Assessors/ Tax Commissioners – 0 (dumpster used in this area)
Animal Control – 0 (dumpster used in this area)
Blitchton Fire Station 4 – 3
Mill Creek Fire Station 5 – 3
Bacontown Fire Station 6 – 1
HWY 204 Fire Station 7 – 5
Oracal Fire Station 8 - 2

South

Administration – 0 (dumpster used in this area)
Animal Control – 1
Family Connections – 2
Public Works (Daniel Siding) – 2
Senior Center – 0 (dumpster used in this area)
Sheriffs/911 Dispatch – 0 (dumpster used in this area)
Timber Trail Gym – 12 (total for concessions, gym, maintenance and Jacob Grant Center)
Daniel Siding Fire Station 2 – 2
Kilkenny Fire Station 3 – 1
Belfast Keller Fire Station 9 – 2
Waterways Fire Station 10 - 3