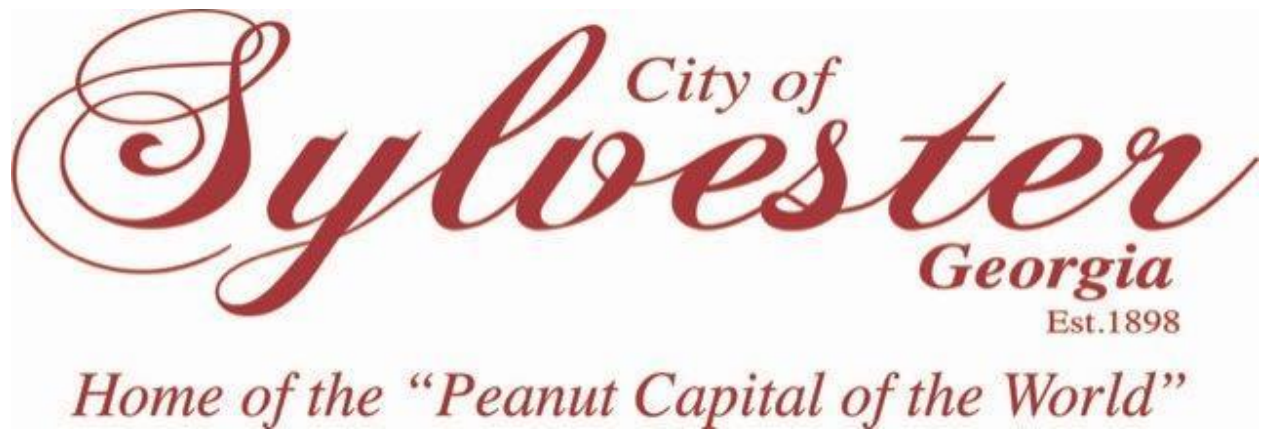


**City of Sylvester
Residential and Commercial
Solid Waste Collection and Disposal Services**

Request for Proposals

RFP SW-01



Issued September 23, 2021

**REQUEST FOR PROPOSALS
RESIDENTIAL AND COMMERCIAL
SOLID WASTE COLLECTION SERVICES
CITY OF SYLVESTER, GEORGIA**

I. GENERAL

A. Request

1. Sealed Proposals will be received by the City of Sylvester for the residential and commercial solid waste collection services. In addition, we are requesting proposals for twice (2) per Week curbside collection of solid waste for residential households.
2. Proposals must be received in City Hall, 101 N. Main Street Sylvester, Georgia on or before Monday October 25, 2021 at 2:00 p.m. Bid proposals will be rejected if not received by 2:00 p.m. on Monday October 25, 2021. Once Bid proposals are received and marked, they become the property of the City of Sylvester.
3. All Proposals will be opened and read aloud at 2:00 p.m. October 25, 2021 in the Sylvester City Council Room.
4. A mandatory **pre-bid conference** will be held on October 18, 2021 at 2:00 p.m. in the Sylvester City Council room, located at City Hall 101 N. Main Street Sylvester, Georgia 31791.
5. The City 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 City.

B. Bid Documents

1. The City of Sylvester request and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at Sylvester City Hall City Clerk's Office 101 N. Main Street Sylvester, Georgia 31791. until 2:00 p.m. on October 25, 2021. All proposals will be opened and read aloud at this time.
2. Your bid proposal must be in a sealed envelope addressed to the City Manager City of Sylvester 101 N. Main Street, P.O. Box 370 Sylvester, Georgia 31791, and plainly marked "Sylvester Solid Waste Collection." If you use an overnight carrier, please have your proposal in an envelope inside of the over-night carrier's envelope.

C. Surety

1. Bids, in order to be considered, shall be accompanied by:
 - a. Bid Bond
 - (1) Payable to the owner, in an amount no less than \$25,000.00
 - (2) This bid security shall become payable to the owner, only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish a Performance Bond and Certificate within twenty (20) days after notification of award.
 - b. Performance Bond
 - (1) Letter from a corporate Surety, satisfactory to the city, stating that a Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Bidder.
 - (a) This letter shall be signed by an authorized Representative of the Surety together with a certified and effectively dated copy of his power of attorney attached thereto.
 - (2) The successful Bidder shall furnish a performance bond as security for the faithful performance of this contract.
 - (a) The performance Bond shall be in an amount equal to the full contract price, but said may provide for pro-rata reduction therein annually, over the term of the contract.
 - (b) The Performance Bond shall protect the City for the life of the contract.
2. Premium for the bonds described above shall be paid by the Contractor. A certificate from the Surety showing that the bond premiums are paid in full shall accompany the bond. The form of the bond is appended hereto.
3. The Surety issuing the bond shall be a duly authorized corporate surety company authorized to do business in the State of Georgia.

D. Power of Attorney

1. Attorney's-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

E. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. The City of Sylvester shall be named as additional insured on the policy.
4. Contractor is responsible for any and all deductibles.
5. Required minimum coverage:
 - a. Workers' Compensation Statutory
 - b. Employer's Liability \$1,000,000
 - c. Bodily Injury Liability \$1,000,000 each occurrence
 - d. Except Automobile \$1,000,000 aggregate
 - e. Property Damage Liability \$1,000,000 each occurrence
 - f. Except Automobile \$1,000,000 aggregate
 - g. Automobile Bodily Injury \$1,000,000 each person
 - h. Liability \$1,000,000 each occurrence
 - i. Automobile Property Damage Liability \$1,000,000 each occurrence
 - j. Excess Umbrella Liability \$1,000,000 each occurrence

F. 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 City retains the right to award the contract either on the Base Bid or any combination of items they choose.
3. The City's intent is to award the entire contract to one contractor.
4. The contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Contractor by certified mail, return receipt requested.
 - a. The contractor, to whom the contract is awarded, shall be required to execute a contract as agreed upon by the City and the selected Contractor and to furnish insurance certificates and performance bond as required.

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

G. Contract Term

1. The contract shall be defined as follows:
 - a. Year 1 – January 1, 2022 through June 30, 2023
 - b. Year 2 – July 1, 2023 through June 30, 2024
 - c. Year 3 – July 1, 2024 through June 30, 2025
 - d. Year 4 – July 1, 2025 through June 30, 2026
 - e. Year 5 – July 1, 2026 through June 30, 2027
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 City to terminate the Contract. To prevent renewal and terminate the Contract, the City 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, on or before April 1st of the then current fiscal year. This contract shall terminate absolutely and without further notice given to the Contractor. The City shall have no obligation for any succeeding fiscal year(s) for which this contract is not renewed.
3. Notwithstanding and any 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 City under this contract.

II. INSTRUCTION TO BIDDERS

A. Related Documents

1. These Specifications
2. Bid Form
3. Performance Bond

B. Bidder's Representation

1. Each Bidder shall represent that by making his bid, he has:

- a. read and understands the bid documents;
 - b. fully acquainted himself with conditions relating to the scope and restrictions attending the execution of the work under the contract;
 - c. obtained information concerning the conditions at locations that may affect this work.
2. 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 from any obligations with respect to his bid or to the Contract. The City shall make all such documents available to the Bidder.
 3. The Bidder shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.
 4. 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, City ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and shall be deemed to be included in the Contract as though written out in full in the Contract.

C. Document Discrepancies

1. Should the Bidder find discrepancies in, or omissions from the documents; he shall at once notify the City Manager. Request for interpretations of these specifications shall be made in writing to the City Manager no later than five (5) days prior to receipt of Proposals.
2. Any subsequent instructions to Bidder will be issued in the form of addenda to the specifications and sent to the Bidder.
 - a. 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.
 - b. Addenda shall become part of the contract award when the award is made.
 - c. All addenda shall be enumerated in the Bid Form.

D. Submittals

1. All proposals shall be prepared, with all blanks being completed and signed by the Bidder on the forms attached hereto.
2. In order for Bid to be considered, the following documents shall be submitted with the bid.

- a. Bid Form
- b. Bid Bond
- c. Certificate of Insurance
- d. Corporate Surety Letter of Intent
- e. Power of Attorney

E. Reservations

1. The Bidder acknowledges that the City 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 City 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 City may award Proposals to other than the lowest Bidder if in the judgment of the City Council the interest if the city will be best served by award to another.

F. Competency of Proposer

1. All proposals shall provide a list of current customers, with address and telephone numbers, being provided with the services similar to those requested by the City, 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 City.

G. 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 his proposal:
 - a. Evidence of collusion among Bidder;
 - b. Default on a previous Municipal or County contract for failure to perform;
 - c. Lack of competency as revealed by either financial statements, experience, equipment statements as submitted or factors;
 - d. Disqualifying relationship to an employee of The City.
2. The City Council will be the judge of disqualification.

III. TERMS AND CONDITIONS

A. Rates

1. For collection and disposal services required herein, the charges shall be the rates as fixed by the contract documents.
2. The refuse and Recyclable Materials collection charges shall include all disposal and related cost.
3. The City shall pay the contractor as follows: The contractor shall invoice the City at the first of each month for the number of units serviced for the previous month. Payment to the contractor shall be made by the City within 30 days of receipt of invoice.
4. All new services shall be generated by the City of Sylvester, 101 N. Main Street Sylvester, Georgia 31791.

B. Escalation

1. Bids as shown on the Bid Form shall remain in effect for the entire life of the contract.
 - a. Any escalation of rates must be approved by the City Council, whether for increases in operating, labor, equipment or any cost related to complying with any and all laws governing this project and shall conform to CPI standards. Formulas for fuel surcharge whether up or down must be included in bid.

C. Transferability of Contract

1. 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 City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

IV. SPECIAL CONDITIONS

A. Permits and Licenses

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

B. Franchise Fee

1. The Contractor shall pay to the City of Sylvester a 5% Franchise Fee on a monthly basis.

C. Compliance with Laws

1. The Contractor shall conduct operations under this contract in compliance with all applicable laws, provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. In the event that the collection of any refuse item or recyclable material shall become restricted or prohibited by any applicable law, rule, or regulation, such item shall be eliminated from the contract.

D. Nondiscrimination

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

E. Indemnity

1. The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, cost, 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, and cost, expenses and attorney's fees arising out of the award of the Contract or a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

V. GENERAL SPECIFICATIONS

A. Office Location

1. The Contractor shall, at his discretion, maintain an office or such other facilities through which he can be contacted within Worth County.
2. The Contractor's office shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.
3. Point of Contact
 - a. All dealings, contacts, etc. between the Contractor and the City shall be directed to the Contractor: _____ and to the City Manager.

B. Hours of Operation

1. Collection of residential and commercial carts and yard trimmings shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day (Monday-Friday).
2. Collection of commercial dumpsters shall not start before 6:00 a.m. or continue after 7:30 p.m. in areas that are within (500') Five hundred feet of any residence located in a residential district.

C. City Holidays

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving (2 days)
7. Christmas (2 days)

D. Complaints

1. 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.

VI. 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 for once per week pick-up of all residential and commercial roll-out containers by unit. Pick-up shall be curbside/mailbox or other approved location, and shall be within 15 feet of the public right-of-way.
2. The contractor shall provide free pick-up for all city waste receptacles, not less than one (1) time per week.
3. 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 for pick-up of (2 yd to 8 yd containers) from one (1) to five (5) times per week, for Commercial Dumpster service, depending on customer requirements.

4. Yard Debris: Contractor will provide weekly residential yard debris removal at no additional cost.
5. The City estimates that the approximate number of residential and commercial roll-out units to be initially serviced under this contract is as follows:
 - a. Residential ----2027
 - b. Commercial --112
 - c. City -----33
6. The City estimates that the approximate number of Commercial Customer Dumpsters (2 yd—8 yd) to be initially serviced under this contract is as follows:
 - a. 2 yd -----2
 - b. 4 yd -----65
 - c. 6 yd -----53
 - d. 8 yd -----49
7. The City estimates that the approximate number of commercial City Dumpsters (2yd – 8 yd) to initially serviced under this contract is as follows:
 - a. 2 yd -----0
 - b. 4 yd -----2
 - c. 6 yd -----1
 - d. 8 yd -----1
8. Contractor will provide assistance and support at the Annual Great Sylvester Cleanup.

B. Sale of Recyclable Material

1. The Contractor, pursuant to this Contract, shall be responsible for transporting all recyclable materials to a licensed processing facility where all materials shall be the property of the Contractor. Refer to Section “J” Disposal.

C. Use of Containers

1. Roll Out carts
 - a. Contractor shall provide **NEW** roll out carts at the beginning of contract.
 - b. 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

Contractor will offer all households and certain commercial accounts in the city new 90-gallon wheeled trash container cart. The carts will be at no additional cost to the city or customer. All equipment will bear the hot-stamped name and logo of both the contractor and the city. All garbage collection equipment will be maintained in good repair and appearance. The container will remain the property of the Contractor who will be responsible for replacing faulty or damaged carts to the household. If the household is deemed responsible for the necessary replacement, an appropriate fee shall be assessed.

- c. The Contractor shall have the responsibility to provide carts for new services and the pickup of carts from discontinued services.
 - (1) A sufficient number of roll out carts shall be maintained in inventory by the Contractor.
- d. All carts shall be maintained so as to function as designed by the manufacturer.
 - (1) Any roll out carts damaged through normal wear and tear or damaged in any way by the Contractor shall be replaced by the Contractor at its expense.
 - (2) Any rollout carts destroyed, lost, or damaged by the resident will be replaced by the Contractor at the expense of the resident to whom the cart was assigned.
 - (3) Any roll out carts stolen will be replaced by the Contractor at the expense of the resident to whom the cart was assigned.
 - (4) The amount charged to a resident for cart replacement shall not exceed the Contractor's cost for the cart.

2. Commercial Dumpsters

- a. It shall be the Contractors responsibility to provide commercial customers with a container of their choice, ranging in sizes of 2 yd, 4 yd, 6 yd, and 8 yard.
- b. The specific location of a new or additional container will be determined in the planning and/or building permit process.

D. Routes of Collection

- 1. Collection routes shall be established by the Contractor and furnished to the City Manager's Office.

2. Contractor shall submit a map designating the collection routes with days of pick-up to the City for their approval, which shall not be unreasonably withheld.
3. At the commencement of the contract, the Contractor shall, at his expense, notify each residential and commercial customer individually of the scheduled collection day or any changes thereto for the duration of the contract.
4. The Contractor shall publish at his expense, at least once during the calendar year, a map of such collection routes in the newspaper published in the immediate area.
 - a. The published map shall be of such size to clearly show all pertinent information.
5. The Contractor may from time to time propose to the City, through the City Manager's office for approval of changes in routes or days of collection.
 - a. Upon City Council's approval of the proposed changes, contractor shall promptly give written or published notice to the affected Residential or Commercial customers.

E. Collection Equipment

1. The Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this agreement.
2. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.
3. Each vehicle shall bear at a minimum the name and telephone number of the Contractor plainly visible on both sides of the vehicle.

F. Placement for collection

1. The roll out containers shall be placed at curbside for collection.
 - a. Curbside refers to that portion of right-of-way adjacent to paved or traveled City streets.
 - b. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
2. 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.

G. 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 7:00 a.m. on the designated collection day.
2. Contractor shall provide pickup of yard debris (1) one time per week.
3. Contractor shall provide back yard pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at curb on pick-up day.
 - a. Contractor agrees to distribute information to all residential units concerning the requirements for separation of yard trimmings for collection, and home yard waste composting methods.
4. Contractor shall provide pick-up for commercial dumpster service with pick-up frequency from one to five times per week, depending on customer requirements.

H. Ownership

1. 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.

I. Hauling

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

J. Disposal

1. The City of Sylvester has a Solid Waste agreement with Worth County for disposal services.
 - a. The City of Sylvester has an agreement with Worth County and does not pay tipping fees for residential garbage taken to the Worth County transfer station.
 - b. Inert Fee
2. It is the intent of the City that the direction of the waste stream shall at all times be at the City's option.

Residential/Commercial Solid Waste Collection Services

ALTERNATE

BID PROPOSAL FORM

CONTRACTOR: _____

FOR THE CURBSIDE COLLECTION AND DISPOSAL OF SOLID WASTE FOR RESIDENTIAL 90 GALLON ROLL-OUT CART(**1XWeek**): TO INCLUDE YARD DEBRIS (**1XWeek**).

_____ UNITS \$ _____ PER UNIT PER MONTH

FOR THE CURBSIDE COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL 90 GALLON ROLL-OUT CART:

_____ UNITS \$ _____ PER UNIT PER MONTH

FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL DUMPSTER SERVICE:

\$ _____ PER CUBIC YARD PER DUMP

Rates effective January 1, 2022 through June 30, 2027

(Note): Contractor will be responsible for Disposal Fees.

Signature/Title

Date

Residential/Commercial Solid Waste Collection Services

**ALTERNATE
BID PROPOSAL FORM**

CONTRACTOR: _____

FOR THE CURBSIDE COLLECTION AND DISPOSAL OF SOLID WASTE FOR RESIDENTIAL 90 GALLON ROLL-OUT CART(2XWeek): TO INCLUDE YARD DEBRIS(1XWeek).

_____ UNITS \$ _____ PER UNIT PER MONTH

FOR THE CURBSIDE COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL 90 GALLON ROLL-OUT CART:

_____ UNITS \$ _____ PER UNIT PER MONTH

FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL DUMPSTER SERVICE:

\$ _____ PER CUBIC YARD PER DUMP

Rates effective January 1, 2022 through June 30, 2027

(Note): Contractor will be responsible for Disposal Fees.

Signature/Title

Date

Residential/Commercial Solid Waste Collection Services

ALTERNATE

BID PROPOSAL FORM:

CONTRACTOR: _____

FOR THE CURBSIDE COLLECTION OF SOLID WASTE FOR RESIDENTIAL 90 GALLON ROLL-OUT CART(2Xweek): TO INCLUDE YARD DEBRIS(1Xweek).

_____ UNITS \$ _____ PER UNIT PER MONTH

FOR THE CURBSIDE COLLECTION OF SOLID WASTE FOR COMMERCIAL 90 GALLON ROLL-OUT CART:

_____ UNITS \$ _____ PER UNIT PER MONTH

FOR THE COLLECTION OF SOLID WASTE FOR COMMERCIAL DUMPSTER SERVICE:

\$ _____ PER CUBIC YARD PER DUMP

Rates effective January 1, 2022 through June 30, 2027

(Note): The City of Sylvester will be responsible for paying disposal fees.

Signature/Title

Date

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
(hereinafter called "Principal"), as Principal, and _____
_____ a corporation organized and existing under the laws of the State
of _____ and authorized to transact business in the State of _____
(hereinafter "Surety"), as Surety, are held firmly bound unto City of Sylvester, Georgia
(hereinafter called "Obligee, in the penal sum of 100% of the contract amount, good and lawful
money of the United States of America, for the payment of which, will and truly be made, we bind
ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the
_____ day of _____, 2021, for collection of residential and commercial garbage, which
Contract is hereby referred to and made a part hereof as fully and to same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal
shall faithfully perform the Contract on its part, free and clear of all liens arising out of claims for
labor and materials entering into the performance of the contract and indemnify and save harmless
the Obligee from all loss, cost, or damage that it may suffer by reason of the failure so to do, then
this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action, or proceeding shall be had or maintained against
Surety on this bond unless the same be brought or instituted within one (1) year after date of
completion or default by Principal. Written notice to Principal and Surety must be given within
thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this _____ day of _____, 2021.

(SEAL) PRINCIPAL: _____

BY: _____

(SEAL) SURETY: _____

BY: _____