



# REQUEST FOR PROPOSAL

***ISSUING AGENCY***

***WHITE CO BOARD OF COMMISSIONERS  
1235 HELEN HIGHWAY  
CLEVELAND GA 30528  
PHONE: 706-865-2235  
FAX: 706-865-1324***

***ISSUE DATE***

***JULY 30, 2018***

***PRE-PROPOSAL MEETING***

***TUESDAY, AUGUST 14, 2018  
2:00PM***

***PROPOSAL CLOSING DATE  
PROPOSAL CLOSING TIME***

***WEDNESDAY, SEPTEMBER 5, 2018  
2:00PM***

***COMMODITY***

***SOLID WASTE TRANSFER STATION  
OPERATIONS AND MAINTENANCE***

***PROJECT NUMBER***

***2018-RFP-SW073018***

## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The White County Board of Commissioners is requesting sealed proposals from qualified vendors for the long term operation and maintenance of the White County Solid Waste Transfer Station.

### **1.2 Proposal Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated § 50-5- 67(a), White County certifies that the use of competitive sealed proposals will be practical or advantageous to the County in completing the acquisition described in this document.

The owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received, and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interest. The Owner shall have the right to accept any proposal.

### **1.3 Schedule of Events**

The Request for Proposals shall be governed by the following schedule:

<b>DATE</b>	<b>ACTIVITY</b>
July 30, 2018	Release of RFP
August 14, 2018, 2:00 pm EST	Mandatory Pre-Proposal meeting
August 21, 2018, 12:00 pm EST	Deadline for written questions to Planning/ Solid Waste Director
August 24, 2018, 5:00 pm EST	Answers to written questions and addenda posted to website
September 5, 2018, 2:00 pm EST	Proposals Due
November 1, 2018, 4:30pm EST	Tentative Award Date

### **1.4 Restrictions on Communications**

From the issue date of this RFP until a vendor is selected and the award is announced, contractors are not allowed to communicate about this project with any County staff or elected officials except: 1) through the Planning/Solid Waste Director named herein, 2) at the Pre-Proposal Meeting (if applicable to project), or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any vendor violating this provision.

### **1.5 Mandatory Pre-Proposal Meeting**

A mandatory pre-proposal meeting will be held on August 14, 2018 at 2:00pm at the White County Administration Building, 1235 Helen Highway, Cleveland, GA 30528.

### **1.6 Questions & Addenda**

All questions concerning this RFP **MUST BE SUBMITTED IN WRITING**, (email is preferred but fax and mail may also be used) to the Planning/Solid Waste Director no later than 12:00 PM, August 21, 2018.

Harry Barton, Planning/Solid Waste Director  
White County Board of Commissioners  
1241 Helen Highway, Suite 220  
Cleveland, GA 30528  
hbarton@whitecounty.net  
Fax: 706-348-7959

No response to inquiries, other than written, will be binding upon the County. White County reserves the right to issue written addenda to any inquiries that alter the scope of the RFP. Addenda shall be posted to the county website, [www.whitecounty.net](http://www.whitecounty.net) under the Bids/RPFs page no later than 5:00 PM, August 24, 2018. A signed copy of any addenda shall accompany submitted proposals. **Contractors are advised to check the website for addenda before submitting their proposals.**

### **1.7 Contract Term**

The initial contract term between the County and the contractor shall be from December 1, 2018 to November 30, 2019 and will be eligible for up to two (2) annual renewals.

The County and the Contractor shall negotiate potential renewals for the fourth through the sixth years' contract beginning with the submission in writing by the Contractor of its proposed cost for the next year by July 1, 2021. If the County and the Contractor cannot agree on an amount by November 30, 2021, this Agreement shall be cancelled.

White County reserves the right to terminate contract, with 30 days written notice, for any violations in the terms of this agreement, rules, laws or unreconciled issues arising as a result of this agreement. Vendor agrees to provide 30 days written notice and complete any ongoing activity period if Vendor chooses to opt out of an agreement with the County.

## 1.8 Bonds

Proposal Bonds	Not Required
Payment Bonds	100% of Contract (awarded vendor only-estimated contract \$1,000,000)
Performance Bonds	100% of Contract (awarded vendor only-estimated contract \$1,000,000)

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this proposal document, 6.28 “Proposal Bonds, Performance and payment Bonds.”

## 1.9 Exception to RFP

Each contractor shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the proposal. All exceptions taken **must** be identified and explained in writing in your RFP and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution must be explained in detail.

The County welcomes innovative suggestions and recommendations from Proposers that will ensure a 100% successful service approach.

## 2.0 SCOPE OF WORK

The White County Board of Commissioners is requesting sealed proposals from qualified vendors for the long term operation and maintenance of the White County Solid Waste Transfer Station.

The awarded vendor is to provide hauling and disposal of all municipal solid waste to a Municipal Solid Waste (MSW) approved landfill. All work shall be performed in accordance with all applicable laws and regulations and as stated herein. Note: “Out of County Waste: may be accepted subject to the requirements documented in this Scope of Work.

The awarded vendor is to provide long-term operation and maintenance of the White County Transfer Station in addition to the basic transport and dispose MSW from the White County Transfer Station to an approved landfill.

The awarded vendor shall provide for the acceptance of material from White County for a minimum of ten (10) years, and shall include a binding agreement,

in a form satisfactory to the County, that in the event of default by the contract, White County or its designee shall have the assigned right to deliver its waste to said landfill. Prior to the execution of a contract, the Contractor must furnish documentation that the Contractor is in possession of a contract with a properly permitted landfill for acceptance of all non-hazardous waste.

## **2.1 Definitions**

**Solid Waste** means all material defined as Municipal Solid Waste in O.C.G.A. S 12-8-22 and includes other discarded material, including solid and semi-solid material but not including:

- a. Hazardous Waste Materials,
- b. Solid or dissolved materials in domestic sewage,
- c. Solid or dissolved materials in irrigation return flows,
- d. Industrial discharges which are point sources subject to permits under S402 of the Federal Water Pollution Control Act as amended (86 STAT. 880), or
- e. Source, special nuclear, or by-products materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923).

It excludes Yard Waste that cannot be disposed of in municipal solid waste disposal facilities having liners and leachate collection systems or requiring vertical expansions.

**Excluded Waste** means Biomedical Waste, Tires and Yard Waste, all as defined in O.C.G.A. S 12-8-22. It also means batteries, white goods, automobiles, boats, liquid waste, Hazardous Waste (as defined herein) and all other items not meeting the definition of Solid Waste as defined herein.

**Change in Law** means any amendment to, or promulgation of, or change in the interpretation or enforcement of any federal, state or local statute, regulation, ordinance, levy, tax or surcharge after the date of this Agreement which affects: (1) the construction or operation of the Transfer Station; (2) the transportation of Solid Waste to a sanitary landfill ("Landfill"); or (3) the disposal of Solid Waste by the Landfill.

**Landfill** is that landfill at which Solid Waste from the White County Transfer Station will be disposed. Over the period of the Agreement, other landfills may be used to minimize disposal costs, respond to Change in Laws affecting solid waste management, or other pertinent reasons deemed appropriate by the Contractor and without affecting the agreed to price as stated on Appendix C.

**Transfer Station** means a facility engineered, designed, constructed, and owned by the County.

**Out of County Waste** means waste not generated in White County, Georgia.

**White Goods** means any and all household or commercial machines or appliances.

**Ton** means 2,000 pounds

## **2.2 County Responsibilities**

The County owns and shall provide the Transfer Station including 12.5 acres, more or less including the tipping floor and station building, weigh station, and scales. The Contractor, as defined in the following “Contractor Responsibilities”, will perform several specific maintenance tasks.

The County will allow Solid Waste to be delivered on a daily (Monday to Saturday) basis to the Transfer Station for transport and disposal by the Contractor. The daily total will include the sum of both White County and Out of County Waste. This will be permitted subject to the following conditions:

- a.** Excluded Waste shall not be permitted
- b.** Out of County Waste shall only be accepted into the Transfer Station if either the generator or the transporter of the waste enters in an indemnification with the County worded as follows:

The generator/transporter of Out of County Waste agrees to indemnify and hold the County harmless from and against all damages, claims or demands (including reasonable attorneys' fees and court costs of the County) that arise from or may be occasioned by the transport of Out of County Waste to the Transfer Station, the processing of any Excluded Waste mixed with the Out of County Waste, and the Landfill's acceptance or rejection of Excluded Waste mixed with Out of County Solid Waste.

The generator/hauler shall further indemnify and hold the County harmless from and against any and all damages, claims or demands (including the reasonable attorneys' fees and court costs of County) that arise from or may be occasioned by the above described actions where waste was transported, processed, accepted or rejected in violation of any government statute ordinance, regulation, levy, tax, or surcharge.

As a prerequisite to the Transfer Station accepting Out of County Solid Waste, the Contractor may require generators and/or haulers to execute a similar indemnification agreement to protect the Contractor.

- c.** Secure and maintain all necessary permits and licenses required in order to maintain the Transfer Station in working order.

## **2.3 Contractor Responsibilities**

The Contractor shall operate the tipping floor of the Transfer Station as well as transport and dispose acceptable Solid Waste.

The Contractor shall operate the Transfer Station in accordance with applicable permits, laws, rules, regulations and ordinances of state, federal, and local regulatory agencies. Any and all permits and licenses appropriate to an awarded contract shall be secured by

the contractor and operating requirements shall meet or exceed all existing or future solid waste environmental standards imposed by the United States of America, the State of Georgia, and/or White County.

The Contractor shall assure that all necessary trained labor, materials, and equipment is used to operate the Transfer Station.

The Contractor will ensure that Hazardous Waste and other items excluded under the Agreement are not accepted.

The Contractor shall haul and dispose of all Solid Waste received by the Transfer Station. Disposal shall be at a Georgia EPD permitted Landfill. All MSW transported by the Contractor or its subcontractors shall be so contained, tied, or enclosed including use of tarps so that spilling or blowing is prevented. The Contractor shall also be responsible for cleaning up any spills to the extent caused by the Contractor or subcontractors in the course of performing these services. The Contractor and its subcontractors shall comply with all regulations regarding the Transfer Station, as established by the County in effect as of the date hereon and as may be amended from time to time.

The Contractor shall accept title to Solid Waste accepted in the Transfer Station. Also, the Contractor shall be deemed to accept title to any waste collected by the Contractor outside the County that is processed through the Transfer Station.

The transporter or generator that delivers Excluded Waste shall retain title to such Excluded Waste.

In the event the Landfill rejects a load of Solid Waste transported from the Transfer Station, any and all costs associated with the initial transport to and attempted disposal at the Landfill as well as all costs associated with removing the said wastes from the Landfill, and disposing of it at an appropriate facility will be borne by the Contractor, subject to the provisions of the Indemnification Clause described in 6.23. This requirement applies for both County Solid Waste as well as Out of County Waste.

Contractor maintenance requirements at the Transfer Station will be limited to the following:

- a.** Cleaning of the tipping floor a minimum of two (2) times a day and must be free of waste at the end of each day.
- b.** Trailer locations; the loading bay, recycle trailers, and the bagged garbage trailer will be cleaned daily. All blown litter will be picked up inside the fence on a daily basis.
- c.** Blown trash in the vicinity of the transfer station, to include Right-of-Way on Industrial Boulevard will be picked up on a weekly basis or more often as needed.
- d.** Proper disposal of wastewater collected in the pit.
- e.** Offer the public six (6) bags or less of garbage at a rate not to exceed \$3.00.
- f.** A metal service shall be maintained so that the public can dispose of all metals i.e., household appliances and scrap metals except aluminum cans and refrigerated White Goods, at the Transfer Station. All metals must be inside the bin at the end of the day.
- g.** All roadways inside the fence area shall be maintained in the

current condition.

- h.** Pay utilities for the Operation.
- i.** Proper disposal of paint.
- j.** Proper disposal of batteries.
- k.** If any of the maintenance is not completed, a Letter of Notification will be issued on the first offense of the month. A second offense in a calendar month will result in a fine of \$5 per average ton for that month. A third offense in the same calendar month will result in a fine of \$10 per average ton for that month. Additional offenses will result in a meeting between the Contractor and the Board of Commissioners to discuss terms of the contract. Final decision regarding fines will be made by the County Manager.
- l.** Maintain a minimum of three (3) employees on yard, one (1) of these employees must be at scale house at all time.
- m.** Maintain an operational phone number and must be responsive to all phone calls from public in a timely manner.

Animal carcasses will be disposed of if received from Animal Control, the White County Sheriff's Office, or the Public Works Department.

Hours of operation will be as follows:

Monday - Friday	8:00 AM to 5:00 PM
Saturday	9:00 AM to 4:00 PM
Sunday	Closed

The Contractor shall define its holiday schedule:

The designated County holidays are Christmas Eve, Christmas Day, Presidents Day, Columbus Day, Veterans' Day, New Year's Day, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the day after Thanksgiving.

Hauling services shall be performed during daylight hours unless other arrangements are agreed upon between the parties, in writing.

The Contractor will provide reasonable assistance to individuals requesting it.

## **2.4 Compliance With Laws**

The Contractor shall assume responsibility for obtaining all permits, licenses, and approvals required by any federal, state, or local authority as a contractor in order to perform the services, and that it shall maintain material compliance at all times during the term with any such permits, licenses, or approvals.



Additionally, the Contractor will comply with all laws, rules or regulations applicable to the performance of the services, including environmental laws, and shall observe all regulations established at the Transfer Station and at the Landfill, and all applicable maximum weight requirements. The Contractor further agrees that it will not dispose of any of the County's Acceptable Waste except in an approved Landfill.

The Contractor and/or White County shall establish programs to sample, weigh and measure incoming waste and shall be responsible for assisting in identifying violations of waste acceptance as established by the County. Such standards, at a minimum, shall provide that no hazardous waste, medical waste or other forms of waste not currently permitted for the existing facility, or generated within the boundaries of White County, shall be accepted.

## **2.5 Reports and Fees**

The Contractor will be responsible for submitting reports, monthly and annually to the County detailing total tons disposed of at an approved Landfill.

The Contractor shall retain and provide documentation satisfactory to the County for the purpose of measuring progress in meeting State established standards for waste reduction over time.

The contractor shall furnish documents and reports relative to the permitted area and total volume including the planned life of the landfill area. Further, the contractor shall advise the County at least on an annual basis of any changes, factual and/or anticipated, that would materially affect the planned life of the landfill site, especially that space committed under contract with White County.

The Contractor agrees to charge fees for the services it provides in accordance with the fee schedule detailed as Appendix D- to be submitted by the Contractor. Certain customers will not be charged or billed. These customers are:

- a. White County Public Works
- b. White County Convenience Centers (compactors)

Said fees shall be fixed for the first three (3) year(s) subject to the renewal terms in 1.7 Contract Terms. The contractor must appear before the Board of Commissioners in order to extend the agreement. Any adjustments in the fees may be negotiated at that time.

## **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

### **3.1 Proposal Requirements**

- a. A transmittal letter that states the Proposal is submitted in response to **“Solid Waste Transfer Station Operations and Maintenance RFP Project# 2018-RFP-SW073018.** Letter must be signed by a person authorized to enter into a contractual agreement on

behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.

- b. Completed Pricing Proposal, Appendix C, that addresses all elements of the Scope of Work referenced in Section 2 of this RFP, sealed in a separate envelope/package.
- c. Qualifications Information requested in Section 4 of this RFP.
- d. Evidence of Insurance.
- e. Bidder's Certification (Appendix A)
- f. E-Verify Affidavit (Appendix B)
- g. Signed Addendum (if any)

### **3.2 Pricing Proposal**

The pricing proposal, Appendix C, is to provide White County on how your company charges for the materials and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs. The pricing should outline how fees are charged yearly or per usage, what fees are for upgrades or expansion, set-up cost, and recurring cost. The proposal pricing should clearly set forth the basis for fees to be charged.

The Pricing Proposal must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

**The Pricing Proposal must be submitted as a separate, sealed envelope/package.**

## **4.0 QUALIFICATIONS INFORMATION**

Qualifications information together shall not exceed 20 pages. Provide the following qualifications information:

- a. Business location and officers of the firm (company background)
- b. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
  - i. If a public company, include a recap of the most recent audited financial report.
  - ii. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.
- c. Business Litigation
  - i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.
- d. Resumes of key personnel proposed to participate in the project including education background and employment history.
- e. A complete list of all relevant work performed for public entities within the last five (5) years, including contact names and telephone numbers.
- f. Copies of manufacturer installer certificates (if applicable to RFP). Contractors must be certified resellers of the products they provide and install.
- g. Logistics Plan. Proposers shall submit a brief description of proposed site management logistics including the following items:

- i. Approach, planning and implementation of project
  - ii. Contractor's on site staffing, number of personnel and their primary duties.
  - iii. Space requirements for on-site materials storage.
  - iv. List of proposed subcontractors.
- h. As the above items are to be considered in selection of the Contractor, submission of this information shall be binding on the Contractor and shall not be changed without agreement in writing from the Owner.

## **5.0 PROPOSAL SUBMISSION AND EVALUATION**

### **5.1 Process for Submitting Proposals**

#### **5.1.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Contractor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### **5.1.2 Packaging of Proposal**

Mark the outside of the shipping package as follows:

### **Solid Waste Transfer Station Operations and Maintenance RFP**

***FAILURE TO PROPERLY LABEL THE OUTSIDE OF THE SHIPPING CONTAINER MAY RESULT IN DISQUALIFICATION.***

Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and sealed packages - a Qualifications Proposal and a Pricing Proposal. The inner packages shall be labeled with the submitting firm's name.

1. The contents of the sealed, inner package labeled "**Qualifications Proposal**" will include an original and five (5) copies of each of the following:
  - Transmittal letter referenced under Section 3.1 of this RFP
  - Bidder's Certification (Appendix A)
  - E-Verity Affidavit (Appendix B)
  - All qualifications information referenced under Section 4 of this RFP
  - Proof of Insurance
  - Signed Addendum (if any)
2. The contents of the sealed, inner package labeled "**Pricing Proposal**" will include an original and five (5) copies of each of the following:
  - Completed Pricing Proposal – Appendix C

**Do not include price information of any kind in the Qualifications Proposal**

### **5.1.3 Submission of Proposals**

Proposals will be received by the White County Board of Commissioners County Clerk until 2:00 PM on September 5, 2018. The original and five (5) copies must be mailed, hand-delivered, or express mailed to:

**Shanda Murphy, County Clerk  
White County Board of Commissioners  
1235 Helen Highway  
Cleveland GA 30528**

**Any submission received after the due date and time will not be evaluated.**

NOTE: Many express mail services do not guarantee overnight delivery times to White County. Any proposal received after 2:00 PM on September 5, 2018, will not be opened.

## **5.2 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted as follows:

### **5.2.1 Administrative Review**

The proposals will be reviewed by the County Clerk for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Qualifications Proposal and Pricing Proposal
3. All required documents have been submitted
4. Qualifications Proposal does not include any pricing information
5. All documents requiring an original signature have been signed and are included

### **5.2.2 Mandatory Requirements Review**

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

### **5.2.3 Qualifications Proposal Evaluation**

Proposals which pass the Mandatory Requirements Review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

Company Background	10
Financials	5
Litigation	5
Personnel Qualifications	20
Relevant Work	30
Project Approach / Understanding	<u>30</u>
Total Points	100

#### **5.2.4 Pricing Proposal Evaluation**

The Pricing Proposals from bidders not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the County.

#### **5.2.5 Oral Presentations**

The County reserves the right to invite Proposers to present their qualifications.

#### **5.2.6 Selection of Proposal**

Upon completion of the evaluation process, White County will select the proposal that is in the best interest of White County.

### **5.3 Rejection of Proposals/Cancellation of RFP**

White County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. The County will not be liable for any cost/losses incurred by the Contractors throughout this process.

## **6.0 TERMS AND CONDITIONS**

### **6.1 RFP Amendments**

The County reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information will be posted to the County's website, [www.whitecounty.net](http://www.whitecounty.net), under the Bids/RFPs page no later than 5:00 pm, EST on August 24, 2018. **It is the Proposer's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.**

### **6.2 Agreement and Project Forms**

The agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien, and change order form(s) shall be used.

### **6.3 RFP Withdrawal**

A submitted RFP may be withdrawn prior to the due date by a signed written request to the County Clerk.

### **6.4 Costs for Preparing RFP**

The cost for developing the RFP is the sole responsibility of the contractor. The County will not provide reimbursement for such cost.

### **6.5 Conflict of Interest**

If a Proposer has any existing client relationship that involves White County, the Proposer must disclose each relationship.

### **6.6 Contractor Selection**

White County reserves the exclusive right to determine which Proposer should be awarded the contract. The County also reserves the right to reject any and all RFPs at its discretion, with or without cause.

### **6.7 Negotiations and Apparent Winner**

Prior to award, the apparent winning proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the contractor's RFP.

The County reserves the right to negotiate modifications and costs with the successful Proposer, provided that no such modifications affect the specifications set forth herein. The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the County.

### **6.8 Taxes**

White County is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. White County cannot exempt others from tax.

### **6.9 Compliance with Laws**

The contractor will comply with all State and Federal laws, rules, and regulations.

### **6.10 Non-Collusive Bidding**

Contractor shall not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. Contractor shall not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatsoever, nor shall Contractor cause or induce another to withdraw a bid or proposal for the work. § 36-91-21.

If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

#### **6.11 Cancellation**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

White County reserves the right to terminate the contract immediately in the event that the contractor discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies or bonds.

Failure of the successful Proposer to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to White County. White County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful Proposer.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

#### **6.12 Conditions of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

#### **6.13 Rejection of Submissions/Cancellation of Request for Proposal**

White County reserves the right to reject any or all RFPs, to waive any irregularity or informality in an RFP, and to accept or reject any item or combination of items, when to do so would be to the advantage of White County. It is also within the rights of White County to reject RFPs that do not contain all elements and information requested in this document. White County reserves the right to cancel this Request for Proposal at any time. White County will not be liable for any cost/losses incurred by the contractors throughout this process.

## **6.14 Non-discrimination**

White County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

## **6.15 Payment**

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. White County typically pays invoices on a net 30 basis. Invoices for construction related projects are paid on a draw method as negotiated and with a retainage of 5-10% held until all punch list items are completed.

## **6.16 Insurance**

The contractor shall be responsible for his/her work and every part thereof and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project. The contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work. The contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than \$1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The Proposer agrees to maintain Comprehensive General Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the contractor, its subcontractors, and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards where required.
3. The contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The contractor further agrees to protect, defend, indemnify, and hold harmless White County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.
5. The contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.



6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the contractor. Furthermore, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
7. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.
8. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
9. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

#### **6.17 Project Coordination**

The contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the contractor's authorized representative, who shall be authorized to receive and accept any and all communication from the County.

The contractor hereby agrees to replace any personnel of sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance or any sub-contractor or personnel is unsatisfactory.

#### **6.18 Accuracy of Work**

The contractor shall be responsible for the accuracy of work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the contractor or latent defects in the products sold by the contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the contractor under this agreement, the contractor shall confer with the County for the purpose of interpreting the information supplied by the contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the contractor.

The contractor shall give immediate attention to these changes so there will be minimum delay to others, the contractor shall be responsible for errors and omissions and hold harmless the County and its agents as provided in the agreement.

## **6.19 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the services required by this proposal, shall be the absolute property of the County and shall not be used by the contractor for purposes unrelated to this proposal without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the proposal/contract term except that contractor shall have the right to retain copies of the same.

## **6.20 News Release by Contractor**

As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the proper written approval of the County. All proposed news releases shall be routed to the White County Clerk for review and approval.

## **6.21 Severability**

It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part term or provisions held to be invalid.

The County and the contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be White County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

## **6.22 Drug Free Workplace**

By submission of a proposal, the contractor certifies that the provisions of Code Sections 50-24- 1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act," have been complied with in full. The Proposer further certifies that:

1. A drug free workplace will be provided for the contractor's employees during performance of the contract; and
2. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification: as part of the sub-

contracting agreement, Sub-Contractor certifies to the contractor that a drug free workplace will be provided for the sub0contractor's employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.

3. The contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

### **6.23 Assignment of Contractual Rights**

It is agreed that the contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this proposal or his right, title, or interest in or to the same, or any part thereof without written consent of the County.

### **6.24 Indemnity**

To the fullest extent permitted by law, the contractor will indemnify, defend, and hold White County harmless from and against any and all claims, damages, losses, and expenses, including but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Proposer or anyone for whom the contractor is responsible.

### **6.25 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligation under said contract(s).

### **6.26 Documents Deemed Part of Contract**

All contract documents issued by the owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the contractor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the owner.

### **6.27 Open Records**

All materials submitted in connection with this Request for Proposal 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 the White County Board of Commissioners. All such materials shall remain the property of White County and will not be returned to the respondent.

### **6.28 Proposal Bonds, Performance Bonds, and Payment Bonds (if required)**

A five percent (5%) proposal bond, a one hundred percent (100 %) performance bond and/or a one hundred percent (100%) payment bond shall be furnished to White County if stated as a requirement in paragraph 1.8 in the "Introduction" section of this

proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.

#### **6.29 Georgia Security and Immigration Compliance Act**

Proposers submitting a response to this Request for Proposal **must** provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion, Appendix B.



## Appendix A

### BIDDER'S CERTIFICATION

#### *Solid Waste Transfer Station Operation and Maintenance RFP Project# 2018-RFP-SW073018*

Date of Proposal \_\_\_\_\_

I certify that this Proposal is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

#### **Bidder Information**

(Type or Print)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Tax ID Number

#### **Name and Mailing Address**

(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Social Security Number

OR

#### **Name & Title of Person Authorized to Sign**

\_\_\_\_\_  
Name

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Title

**Proposals or Bids not signed shall be declared as "Non-Responsive"  
and may not be considered for award**



## Appendix B

### E-Verify Affidavit

#### *Georgia Security & Immigration Compliance (GSIC) Act* **(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT**

White County Commissioner and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 contracting with the White County Commissioner has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/>* operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 [(IRCA), P.L. 99-603], *in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the White County Commissioner, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the White County Commissioner of the hiring of a new subcontractor and will provide White County Commissioner with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by White County Commissioner at any time and to provide a copy of each such verification to the White County Commissioner at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

*\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. § 13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted F. May 25, 2007; eff. June*



## Appendix C Pricing Proposal

Per Ton Pricing – Paid by Haulers to Contractor : \$ \_\_\_\_\_

Host Fee – Paid to White County from Contractor:

0-50 average tons per day: \$ \_\_\_\_\_

51-65 average tons per day: \$ \_\_\_\_\_

66-75 average tons per day: \$ \_\_\_\_\_

76-85 average tons per day: \$ \_\_\_\_\_

86-95 average tons per day: \$ \_\_\_\_\_

96-105 average tons per day: \$ \_\_\_\_\_

106-106+ average tons per day: \$ \_\_\_\_\_

Contractor shall provide for the acceptance of material from White County for a minimum of ten (10) years, initially this will be accomplished at \_\_\_\_\_ landfill located in \_\_\_\_\_.

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Printed Name and Title of Person Authorized to Sign Pricing Proposal:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_