



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

September 6, 2022

Subject: Invitation to Bid #2167-B: OPERATIONS OF MSW TRANSFER STATION

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for operation of a municipal solid waste transfer station. You are invited to submit a bid in accordance with the information contained herein.

Questions concerning this invitation to bid (ITB) should be addressed to Sherry White in writing via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. Questions will be accepted until 12:00 p.m., Friday, September 9, 2022.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Bid Number: **2167-B**

Bid Name: **Operations of MSW Transfer Station**

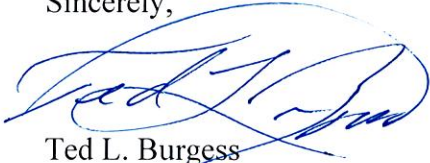
Your envelope must be sealed and should show your company's name and address.

Bids will be received at the above address until 3:00 p.m., Wednesday, September 14, 2022, in the Purchasing Department, Suite 204. Bids will be opened at that time and bid amounts will be read aloud.

Bids must be signed to be considered. Late bids, faxed bids, or emailed bids cannot be considered.

If you download this ITB from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over the printed name and title.

Ted L. Burgess
Director of Purchasing

Attachment

Checklist of Documents to Return

*(Please return this checklist and
the documents listed below with your submittal)*

ITB #2167-B: OPERATIONS OF MSW TRANSFER STATION

Company Information form _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Bid Table (Exhibit B)* _____

Bidder Responsiveness Requirements form (Exhibit C)* _____

Documentation of ownership or contractual relationship with a
qualified Subtitle D landfill (see Contract Requirements and
Specifications form) _____

Exceptions to Specifications form _____

References form _____

Signed addenda, if any are issued _____

***FAILURE TO EXECUTE AND RETURN THIS DOCUMENT WILL MAKE THE BID
NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

COMPANY NAME: _____

COMPANY INFORMATION
ITB #2167-B: OPERATIONS OF MSW TRANSFER STATION

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cell Number: _____

E-mail Address: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

2167-B Operations of MSW Transfer Station
Name of Project

Fayette County, Georgia

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

GENERAL TERMS AND CONDITIONS

ITB #2167-B: OPERATIONS OF MSW TRANSFER STATION

1. **Definitions:** The term “Contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “County” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening to the date of award, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** As appropriate, the County will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the County’s website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the County, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder’s company name,
 - b. The bid number, which is #2167-B, and
 - c. The bid name, which is *Operations of MSW Transfer Station*

Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, two (2) paper copies, and one (1) full copy on a flash drive, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the County.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the County in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the County may disqualify the bids from that responder, at the County's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The County reserves the right to waive any defect or irregularity in any bid received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. No guarantee as to tons of materials collected as shown in this Invitation to Bid is intended or implied.
14. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products or other items.

15. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
16. **Samples:** When the County requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the County unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The County will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
17. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
18. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
19. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
20. **Trade Secrets – Confidentiality:** If any person or entity submits a bid that contains trade secrets, an affidavit shall be included with the bid. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
21. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.

22. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

23. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.
24. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2027. Thereafter, this agreement may be renewed by the County for additional one-year renewal terms (each a “Renewal Term” and together with the Initial Term, the “Term”), which renewal will be by letter or other written correspondence from the county to the Contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
25. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
26. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

- b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

- 27. **Performance Bond:** Prior to execution of a contract, the successful bidder shall submit a performance bond each equal to 100 percent of the contract's annual value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 28. **Building Permits:** Work performed for the County requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
- 29. **Unauthorized Performance:** The county will not compensate the Contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
- 30. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the County.
- 31. **Indemnification:** The Contractor shall indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
- 32. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

33. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred, or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
34. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
35. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.
36. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
37. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
38. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

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Exhibit A – Eight-Acre Transfer Station Area – Aerial Photo

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OVERVIEW

Fayette County owns a solid waste transfer station at 211 First Manassas Mile Road in Fayetteville, GA. Over the past two decades the facility has been leased to an Operator who staffs and manages the facility. The lease agreement is ending, and Fayette County is seeking bids for a new station Operator. The terms of the new lease Agreement will be governed by this Invitation to Bid (ITB) and the Operator's Bid documents.

Recent tonnages of Municipal Solid Waste (MSW) and other waste streams entering the Transfer Station are shown below. These numbers may change with award of this new contract and fee structure. Fayette County cannot guarantee a minimum or maximum waste stream for any of the materials.

Material Collected	Monthly Average (tons)
MSW (July '20 thru June '21)	3,313
MSW (July '21 thru April '22)	3,490
Corrugated Paper (Oct '21 thru March '22)	35
Mixed Stream Recyclables (Oct '21 thru March '22)	16
Scrap Metal	number not available
Green Waste (July '21 thru April '22)	430

Under this lease Agreement, the Operator shall be responsible for Scale House Operations, Recycling, Material Loading & Hauling, and ultimate Disposal of the MSW. Minimum scope requirements for these tasks are defined in subsequent parts to this ITB. All costs and revenues associated with operation of the Transfer Station shall be paid by, and paid to, the Operator, with the following exceptions:

- Fees collected at the Scale for disposal of green waste shall be tracked and passed to Fayette County on a monthly basis;
- The Operator shall pay Fayette County a \$/ton Host Fee; and
- The Operator is requested (not required) to make improvements at the facility to improve safety and operational efficiency.

Fayette County's goal for the Transfer Station is to provide our citizens a safe and cost-competitive option for disposal of MSW, green waste, and the recycling of materials. We are seeking bids from qualified firms to help us meet this goal.

Staff plans to recommend award of this contract to the highest, responsive Bidder as determined from the responses provided in the Bid Table – Exhibit B and the Bidder Responsiveness Requirements – Exhibit C. Unlike most Bids, the “highest” bid is that offering the greatest total value (i.e., revenue) to Fayette County, rather than the traditional lowest cost.

CONTRACT REQUIREMENTS & SPECIFICATIONS

General

1. The State of Georgia's Rules and Regulations for Solid Waste Management (Chapter and Subject 391-3-4) are hereby referenced for definitions and standards associated with the management and disposal of solid waste. Nothing in this ITB relieves an entity from meeting applicable State or Federal regulations.
2. The initial term of this Contract shall be five (5) years. Upon agreement by both parties, the Contract may be renewed, annually, with one (1) year increments for an indefinite period.
3. The Operator may be a single entity or a team of contractors splitting the responsibilities. If multiple parties the prime contractor shall be identified, and they shall be 100 percent responsible for ensuring all Contract scope is satisfied.
4. The Operator shall start work within 30 days of receiving a Notice to Proceed from Fayette County. This includes having the necessary equipment, labor, utility connections, subcontracts, permits and all other requirements for initiating operations, in-place for starting operations within the 30-day period.
5. The Contract will be managed by the Fayette County Public Works Department.
6. The Operator shall be responsible for all environmental issues at the Transfer Station that occur because of acts or omissions of the Operator during the term of this lease Agreement, including the initial term and any renewal terms. This includes, but is not limited to, fines, penalties, cost of corrections, damages, legal fees, or other costs associated with environmental issues that are attributable to the Operator.
7. The Operator shall provide or arrange for equipment, materials, and personnel sufficient to accept and process MSW at the Transfer Station and transport the waste to its ultimate disposal destination. All activities shall be done in accordance with local, state, and federal regulations.
8. The Transfer Station shall be open to the public and municipal vehicles for at least the following times.
 - a. Monday thru Saturday 7:00 AM to 4:30 PM (front gate closes at 4:00)
 - b. Sunday Closed
9. The Operator shall accept all Municipal Solid Waste (as defined in O.C.G.A §12-8-22) brought to the facility. The Operator shall not accept hazardous waste, medical waste, asbestos-containing waste, or other forms of waste not accepted at a Subtitle D landfill, unless special provisions are provided for by the Operator and approved by Fayette County. The Operator shall have appropriate staff (number and training) on or around the tipping floor to properly screen waste and recyclables for unacceptable material.
10. The Operator shall make improvements to the Transfer Station up to the Allowance established in the Bid Table - Exhibit B. The specific improvements shall be agreed to by the Operator and Fayette County based on the Allowance amount and identified

opportunities for improvement. All work shall be performed in accordance with applicable regulations, permits obtained (as necessary), and coordinated through Fayette County Public Works for review and approval prior to implementation.

11. Within one month of receiving a Notice to Proceed from Fayette County, the Operator shall develop and implement a safety plan for the facility. The plan shall address all aspects of the facility operations. A minimum requirement of the safety plan shall be to keep customers unloading waste on the tipping floor independent of the Operator's heavy equipment pushing or loading trash. The plan shall be subject to Fayette County's review and comment.
12. The Operator shall secure, maintain, and update all permits necessary for the operation of the Transfer Station (e.g., an NPDES permit for industrial operations). The Operator shall be responsible for adhering to the conditions and working within the constraints of applicable permits.
13. Fayette County will perform an audit of the weight and fee records at least annually. The Operator shall provide the County, or their representative, with reasonable access to data necessary for the performance of an audit.
14. The Operator shall provide electronic monthly reports to Fayette County documenting the following information. The information shall be provided within 30 days of the month ending.
 - The number of vehicles, by type, depositing MSW at the transfer station.
 - The number of vehicles, by type, depositing green waste at the County-operated green waste area and the fee collected for each vehicle.
 - The tons of MSW collected at the facility as measured by Scale House Operations (tons in).
 - The tons of MSW accepted at the receiving landfill/destination for the transfer station's MS4 (tons out).
 - The type and quantity of recyclables collected/processed from the transfer station.
 - Documentation of any facility damages or repairs in the preceding reporting period.
 - Copies of all reports/documents provided to state or federal regulatory agencies related to the Transfer Station.
15. The Operator shall furnish a Performance Bond for 100 percent of the contract's annual "Total Value to Fayette County", as established in the Bid Table – Exhibit B.
16. Performance Bonds shall be issued by a surety company licensed to do business in the State of Georgia, conditioned upon the successful Operator fully performing the scope established in this ITB. The Bond shall be provided to Fayette County prior to execution of the Contract. The Performance Bond shall remain in effect, or be renewed annually, for the duration of this contract. Failure to provide and maintain performance bond requirements shall be cause to terminate the Contract.
17. The Operator shall provide all utilities to operate the Transfer Station.
18. The "Transfer Station" includes the 8-acre (+/-) parcel of property located at 211 First Manassas Mile Road in Fayetteville, GA and shown on Exhibit A. It includes the

perimeter fence along road, the scale, scale house, a groundwater well, paved areas, office, recyclable collection areas, the tipping floor/transfer station building, etc.

19. During the term of this Agreement, the Operator shall maintain at its own expense, the transfer station's equipment, tipping floor, structures, building interiors and exteriors, and other facilities in good working order and in a neat and orderly condition. Upon termination of the Agreement, the facility and its structures shall be returned to Fayette County in a condition comparable to the condition at the commencement of this Agreement, normal wear and tear excepted.
20. All damages or injuries shall be immediately reported to the Fayette County Marshall's Office.
21. The Operator shall have at least five years of experience working in the waste industry and performing work similar to that required for this contract.
22. Fayette County operates an inert landfill near the Transfer Station. Operations associated with the inert landfill are excluded from this contract.

Fees and Payment

23. The Operator shall provide a flat rate / non-scale option for customers with small quantities of MSW. The flat rate will be set by the Operator but shall not exceed \$15 per vehicle. A minimum quantity of approximately 2 cubic yards (equivalent to a standard pickup truck bed filled to top of rails) shall be allowed for the flat rate fee, although the Operator may accept higher flat-rate quantities at their discretion. The Operator's flat rate fee shall be indicated on the Bid Table – Exhibit B. Specifics for flat-rate customers may be further defined by the Operator as long as the rate does not exceed \$15 per vehicle and the allowed quantity remains at approximately 2 cubic yard or more.
24. The flat rate shall remain constant for the initial (approximately) five (5) year term of the contract unless approved otherwise by the Board of Commissioners (BOC) due to exceptional circumstances. Afterwards, it may be changed if agreed to by Fayette County prior to each one (1) year renewal, as stipulated in the General Terms and Conditions, Section #24.
25. The Operator shall accept individual tires and mattress at the flat rate, or a lesser value, as indicated on the Bid Table – Exhibit B.
26. The Operator shall provide a \$/ton tipping fee for customers with quantities of MSW more than the flat rate threshold. The \$/ton tipping fee is set by the Operator and may be changed by the Operator to match market conditions on a quarterly basis, or more frequently if approved by the BOC due to exceptional circumstances.
27. There shall be no payments from Fayette County to the Operator for fulfilling the terms of the lease Agreement beyond money paid for disposal of County MSW at the Transfer Station.
28. As indicated on the Bid Table – Exhibit B, Fayette County requests (not required) a discounted rate for County MSW, which is primarily trash collected from the County's roads.

29. The Operator shall provide a monthly host fee to Fayette County based on the rate established in the Bid Table – Exhibit B and the documented tons out of the transfer station (i.e., as measured by the receiving landfill/destination).

Scale House Operations

30. The Operator shall weigh vehicles and collect all fees (MSW, green waste, flat rate, etc.) from Transfer Station customers.
31. The Operator shall provide the necessary and appropriate staff, equipment, and supporting infrastructure (e.g., internet) to provide timely and proper customer service.
32. The Operator shall fabricate, place, and maintain signs, pavement markings and other traffic control devices as needed to manage the flow of traffic within the facility (see Eight-Acre Transfer Station Area – Exhibit A). The signs shall indicate the facility hours, restrictions, fees, contact information, or other information that is helpful to the public or required by law, rules, or ordinance. The information shall be kept current for fee and operational changes.
33. The Operator shall provide and post a phone number, email, text and/or other social media app for customer service to respond to questions and complaints. Customer service complaints shall be directed to the Operator, not Fayette County.
34. The Operator shall maintain the Scale House, including the scale and associated hardware and software, to provide safe and efficient operations.
35. Damage to the Scale House or other structures within the Transfer Station facility by the Operator, or caused by a result of their negligence, shall be repaired and/or paid for by the Operator.
36. The Operator shall accept cash and credit cards payments from customers.

Material Loading and Hauling

37. The Operator shall be responsible for the handling, staging, cleanup, and loading of all MSW brought to the Transfer Station. This includes loading trash from the tipping floor onto trailers for hauling.
38. The Operator shall be responsible for hauling all materials, containers, trailers, equipment, recyclables, etc. necessary for the performance of this Contract. This includes the transport of MSW from the Transfer Station to the receiving landfill and/or disposal facility.
39. The Operator shall provide the appropriate number of workers and pieces of equipment (loaders, backhoes, transport trucks, compactors, etc.) to operate the facility in a safe and efficient manner. Trash shall not stand on the tipping floor more than 24 hours. The MSW and recycling bins shall be changed/emptied as necessary to avoid material being placed on the pavement or surrounding ground. Customer traffic shall be managed to restrict the number of vehicles entering the transfer station floor to an appropriate and safe number.

40. The Operator shall maintain at least one container outside the tipping floor for the disposal of MSW by customers who pay a flat-rate fee at the Scale House. The container shall be swapped prior to overflowing.
41. The Operator shall implement and follow a routine preventative maintenance schedule for all facility equipment that meets or exceeds manufacturer's recommendations. The operator shall have sufficient spare parts and supplies on-site to maintain operations.
42. The Operator shall accept, manage, haul, and dispose tires at an appropriate disposal/processing/recycling center.

MSW Disposal

43. The Operator shall dispose all MSW collected at the transfer station at a state-permitted Subtitle D landfill, or other state-approved facility such as recycling centers, waste-to-energy plants, or other appropriate, approved facility. Indicate the disposal location(s) for the MSW in the Bidder Responsiveness Requirements – Exhibit C.
44. The Operator shall provide documentation of ownership of, or an existing contractual relationship with, a qualified Subtitle D landfill for acceptance of all municipal solid waste. The Documentation shall also include copies of applicable federal, state and local permits showing the landfill is properly permitted and is operating in good status to accept waste.
45. The Operator shall furnish documents indicating the permitted area and available volume in the landfill, as well as certification that they can, and will, accept the MSW from Fayette County over the term of this agreement. The Landfill Owner/Operator shall advise the County on at least a semi-annual basis of any changes, factual or anticipated, that would materially affect the planned life of the facility.
46. The Landfill (or other destination facility) Owner/Operator shall secure all permits necessary for the operation of the landfill/facility. In addition, they shall meet or exceed all existing or future solid waste standards imposed by Federal, State, or local agencies.
47. The Landfill Owner/Operator shall provide personnel, or subcontractors, who are qualified, and have the resources, to fulfill the functions of this contract.

Recycling

48. The Operator shall equip the Transfer Station with all necessary containers for the collection and transport of recyclable material. Unless otherwise agreed to by both parties, the following items shall be accepted for recycling: paper, magazines, newspaper, cardboard/old corrugated containers, plastics, metal, aluminum, copper, tin, and other scrap metals. The operator shall manage/police the recycling areas to encourage customer compliance and maintain a clean and safe area.
49. The Operator shall accept clean, uncontaminated, recyclable materials at no cost to the customer or Fayette County.
50. All recyclable materials, including scrap metal, shall be handled, transported and recycled at no cost to Fayette County at locations selected by the Operator.

51. The Operator shall enforce recycling standards at the Transfer Station to prevent contamination from entering the recycling containers.
52. Recycling containers shall be replaced when full and transported to a recycling processor. The operator shall maintain all collection and transport vehicles in a manner to prevent material from escaping during transport.
53. Revenue generated from the collection and processing of recyclable materials, including scrap metal, are the property of the Operator.

Green Waste

54. In addition to MSW and recyclables, there is significant traffic for the disposal of green waste material, including trees, shrubs, and other woody material. All uncontaminated green waste shall be disposed in the County's green waste area. The handling, grinding and disposal of this material is excluded from this contract except for contaminated green waste which will be sent to the tipping floor for disposal at the MSW landfill/disposal location(s).
55. Fayette County will establish the fees for "clean" green waste. Contaminated green waste shall be charged at the MSW \$/ton rate.

**EXHIBIT A – TRANSFER STATION MAP with BOUNDARY
ITB #2167-B: OPERATIONS OF MSW TRANSFER STATION**



Area of Responsibility

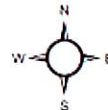


EXHIBIT B - BID TABLE
ITB #2167-B: OPERATIONS OF MSW TRANSFER STATION

		Bid Value (\$)	Quantity	Calculated Annual Value to Fayette County
1	Host Fee (\$/ton)	\$	32,400 tons per year	\$
2	Allowance for Facility Improvements (Optional - Not Required)	\$	20% allowance amortized over 5 years	\$
Total Value to Fayette County				\$

The "Allowance for Facility Improvements", if any, shall be applied toward projects jointly agreed to by the Operator and Fayette County. Twenty percent (20%) of the allowance amount will be added to the calculated annual host fee to determine the Bid's "Total Value to Fayette County" for purposes of Contract award.

The following information is required for the bid to be responsive but does not impact the bid's "Total Value to Fayette County" for purposes of Contract award.

3. Indicate MSW tipping fee:

\$/ton for all vehicles except Fayette County vehicles: \$_____

\$/ton for Fayette County vehicles: \$_____

4. Indicate flat rate fee for small quantity (~<2 cy) MSW (not to exceed \$15 per vehicle):

_____ \$/vehicle.

5. Indicate fee for tires (not to exceed \$20 each): \$_____

6. Indicate fee for mattresses (not to exceed \$20 each): \$_____

COMPANY NAME_____

EXHIBIT C - BIDDER RESPONSIVENESS REQUIREMENTS
ITB #2167-B: OPERATIONS OF MSW TRANSFER STATION

Note: The Bidder must meet all the requirements below, or else will be deemed non-responsive and the bid will not be considered for award. You may attach additional pages where necessary to provide the required information.

		Bidder's Response (Use additional pages as needed)	Is the info submitted responsive? (Y/N) <i>county use only</i>
1	Identify the project team, including subcontractors. Provide contact information for each company and identify key people for the contract.		
2	Provide documentation showing the Operator has at least five years of experience working in the waste industry and performing work similar to that required for this contract.		
3	Specify the hours the Transfer Station will be open to the public (minimum: 7:00 AM to 4:30 PM, Monday - Saturday).		
4	Specify the holidays on which the Transfer Station may be closed (not to exceed eleven (11) days).		
5	Identify the receiving landfill and/or other disposal facilities for the MSW.		
6	Provide the documentation required under MSW Disposal section of the ITB.		

COMPANY NAME _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

COMPANY NAME _____

REFERENCES

ITB #2167-B: OPERATIONS OF MSW TRANSFER STATION

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____