



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

March 11, 2025

Subject: RFQ #2540-A: Waste Disposal Service

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Sherry White via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. Questions will be accepted until 2:00 p.m., Monday, March 17, 2025.

Quotes will be accepted until 3:00p.m., Thursday, March 20, 2025. Please provide your quote and other information via email to Sherry White, Contract Administrator at swhite@fayettecountyga.gov or fax to (770) 719-5544.

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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a light blue circular stamp.

Ted L. Burgess
Chief Procurement Officer

TLB/sw

Attachment

GENERAL TERMS AND CONDITIONS
RFQ #2540-A Waste Disposal Service

1. **Definitions:**
 - a. **Responder:** A company or individual who submits a quote in response to this RFQ.
 - b. **Successful Responder:** The Responder that is awarded a contract.
 - c. **Contractor:** The Successful Responder, upon execution of the contract.
 - d. **County:** Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the County, incorporating the Request for Quotes and the Responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Request for Quotes, except to the extent that a Responder takes written exception to such provisions, and the County agrees to the exceptions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The Responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this Request for Quotes may result in rejection of the quote.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date to the date of award.
4. **References:** Include with your quote 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 Request for Quotes, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The Responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the County in the Request for Quotes. If a Responder submits more than one quote without being requested or authorized to do so, the County may disqualify the quotes from that Responder, at the County's option.
7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any quote 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.
8. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
9. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the Request for Quotes, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the Responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
10. **Non-Collusion:** By responding to this Request for Quotes, the Responder represents that the quote

is not made in connection with any competing Responder, supplier, or service provider submitting a separate response to this Request for Quotes, and is in all respects fair and without collusion or fraud.

11. **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.

12. **Evaluation:** Award will be made to the lowest responsive, responsible Responder, 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 Responder to perform, and the Contractor 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 item, any quote, or all quotes, and to re-solicit for pricing.
13. **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 quote, 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.
14. **Contract Execution & Notice to Proceed:** After an award is made, and 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 Responder prior to the County issuing the Notice to Proceed.
15. **Term of Contract:** The initial term of this agreement shall begin on July 1, 2025, and continue for a period of one year through June 30, 2026. Thereafter, this agreement may be renewed for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") if the Contractor requests such renewal at least sixty (60) days prior to expiration of the Initial Term or the then-current Renewal Term. If the Contractor fails to request renewal, this Agreement may 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).

16. **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.
17. **Insurance:** The Successful Responder 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 is executed, the Certificates of Insurance for all required coverage shall be submitted to the County. The certificate shall list an additional insured as follows:

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

18. **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.
19. **Assignment of Contract:** Assignment of any contract resulting from this Request for Quotes will not be authorized, except with express written authorization from the County.
20. **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.
21. **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.
22. **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.

23. **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. Termination shall be without prejudice to any of the County's rights or remedies by law.
24. **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.
25. **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.
26. **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 proper venue in Fayette County, Georgia.

Checklist of Required Documents

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

RFQ #2540-A Waste Disposal Service

Company information – on the form provided _____

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

Pricing sheet _____

List of exceptions, if any – on the form provided _____

References – on form provided _____

Addenda, signed, if any are issued _____

COMPANY'S NAME: _____

COMPANY INFORMATION
RFQ #2540-A Waste Disposal Service

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: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

REFERENCES
RFQ #2540-A Waste Disposal Service

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'S NAME: _____

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

#2540-A Waste Disposal Service
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: _____

SCOPE AND SPECIFICATION
RFQ #2540-A Waste Disposal Service

DESCRIPTION

Fayette County, Georgia is seeking bids from qualified contractors for waste disposal services at Fayette County Facilities.

SCOPE OF WORK

1. The successful responders shall provide dumpsters and 95-Gallon cans for waste disposal service.
2. Responders are to list total price per month as specified on the pricing sheet herein by group and itemized out where stated.
3. Responders are invited to bid by individual group, multiple groups, and lump sum as shown on the pricing sheet and back-up information.
4. Included herein is a list, titled *Waste Pick-up Locations* that includes individual locations by group, equipment requirements, pick-up frequency, and additional notes. These must be considered in your total price per month.

FAYETTE COUNTY, GEORGIA WASTE PICK-UP LOCATIONS

		DUMPSTERS		PICK UP NEEDS
	LOCATIONS BY GROUP	QTY	SIZE	
COUNTY ADMINISTRATION	Administrative Complex 140 Stonewall Avenue West Fayetteville, GA 30214	1	6 cu. yd. dumpster	Three days per week - Monday, Wednesday and Friday
LIBRARY	Fayette Co. Public Library 1821 Heritage Park Way Fayetteville, GA 30214	1	6 cu. yd. dumpster	Two days per week - Tuesday and Thursday
PUBLIC SAFETY				
Fire Stations	Fire Station #1 450 Highway 279 Fayetteville, GA .30214	2	2 cu. yd. dumpster	Once per week - Wednesday
	Fire Station #2 1330 Highway 92 North Fayetteville, GA 30214	1	2 cu. yd. dumpster	Once per week - Tuesday
	Fire Station #3 935 Senoia Road Tyrone, GA 30290	2	2 cu. yd. dumpster	Once per week - Thursday
	Fire Station #4 278 McElroy Rd. Fayetteville, GA 30214	1	2 cu. yd. dumpster	Once per week - Tuesday
	Fire Station #5 1830 Highway 85 South Fayetteville, GA 30215	2	2 cu. yd. dumpster	Once per week - Friday

	Fire Station #6 903 Highway 85 Connector Brooks, GA 30205	1	2 cu. yd. dumpster	Once per week - Monday
	Fire Station #7 220 Hampton Road Fayetteville, GA 30215	1	2 cu. yd. dumpster	Once per week - Monday
	Fire Station #10 195 Seay Road Fayetteville, GA 30215	2	2 cu. yd. dumpster	Once per week - Thursday
	Fire Station #11 212 Flat Creek Trail Fayetteville, GA 30214	2	2 cu. yd. dumpster	Once per week - Thursday
	Fire Training Center 272 Hewell Road Jonesboro, GA 30238	1	4 cu. yd. dumpster	Once per week - Thursday
911 Communications	E-911 Communications 110 Volunteer Way Fayetteville, GA 30215	1	6 cu. yd. dumpster	Once per week - Tuesday
Animal Control	Animal Shelter 1262 Highway 74 South Peachtree City, GA	1	6 cu. yd. dumpster	Once per week - Friday
PARKS & RECREATION – Early morning service allows pickups without issues of patrons' cars parked around dumpsters.				
	Kiwanis Park 936 Redwine Road Fayetteville, GA 30215	3	8 cu. yd. dumpsters	Two days per week - Tuesday and Friday
	McCurry Park - North Soccer Field 115 McDonough Road Fayetteville, GA 30214	1	8 cu. yd. dumpster	Two days per week - Monday and Friday

	McCurry Park - South Soccer Field 153 County Farm Road Fayetteville, GA 30215	1	8 cu. yd. dumpster	Two days per week - Monday and Thursday
	McCurry Park - Football Field 100 McDonough Road Fayetteville, GA 30214	1	8 cu. yd. dumpster	Once per week - Thursday
	McCurry Park - Softball Field 110 McDonough Road Fayetteville, GA 30214	1	8 cu. yd. dumpster	Once per week - Thursday
	McCurry Park - Picnic Area 206 McDonough Road Fayetteville, GA 30214	1	6 cu. yd. dumpster	Two days per week - Monday and Thursday
	Brooks Park Brooks, GA	1	8 cu. yd. dumpster	Once per week - Wednesday
	Kenwood Park 265 Highway 279 Fayetteville, GA 30214	1	8 cu. yd. dumpster	Once per week - Tuesday
PUBLIC WORKS & NON-COUNTY FACILITIES	Public Works Building 115 McDonough Road Fayetteville, GA 30214	1	6 cu. yd. dumpster	Once per week - Thursday
	Building & Grounds Maintenance 146 McDonough Road Fayetteville, GA 30214	1	8 cu. yd. dumpster	Once per week - Thursday
	Elections Office 175 Johnson Ave. Fayetteville 30214	1	2 cu. yd. dumpster	Once per week Tuesday

	Fayette County Community Health Building 245 Booker Avenue Fayetteville, GA 30214	2	8 cu. yd. and 4 cu. yd. dumpsters	Once per week - Friday
FAYETTE SENIOR CENTER	Fayette Senior Services 4 Center Drive Fayetteville, GA 30214	1	8 cu. yd. dumpster	Once per week - Monday
WATER SYSTEM				
	Water System offices 245 McDonough Road Fayetteville, GA 30214	1	4 cu. yd. dumpster	Once per week - Tuesday
	South Fayette Water Plant 880 Antioch Road Fayetteville, GA 30214	1	4 cu. yd. dumpster	Once per week - Tuesday
	Crosstown Water Treatment Plant 3500 TDK Boulevard Peachtree City, GA 30269	1	6 cu. yd. dumpster	Once per week - Wednesday
	Lake Horton 1108 Antioch Rd, Fayetteville, GA 30215	1	8 cu. yd. dumpster	Two days per week – Monday and Friday
	Lake McIntosh 3501 TDK Blvd Peachtree City, GA 30269	1	8 cu. yd. dumpster	Two days per week - Monday and Friday
SHERIFF'S OFFICE & JUDICIAL CENTER				

	Sheriff's Office 155 Johnson Avenue Fayetteville, GA 30214	1	8 cu. yd. dumpster	Two days per week - Monday and Thursday. Occasionally need extra pickup.
	Fayette County Jail 145 Johnson Avenue Fayetteville, GA 30214	1	8 cu. yd. dumpster	Five per week - Monday through Friday. No weekend pickups.
	Sheriff's Training Center 340 Hewell Road Jonesboro, GA 30238	1	8 cu. yd. dumpster	Once per week – Thursday
	Judicial Center 2 Center Drive Fayetteville, GA 30214	1	8 cu. yd. dumpster	Two days per week - Monday and Thursday

Item Description	Quantity
2 cu. yd. dumpster	15
4 cu. yd. dumpster	4
6 cu. yd. dumpster	7
8 cu. yd. dumpster	18
Total Dumpsters	53

PRICING SHEET
RFQ #2540-A Waste Disposal Service

Responder agrees to perform all the work described in the Contract documents for the following prices:

GROUPS	TOTAL PRICE PER MONTH
COUNTY ADMINISTRATION	
LIBRARY	
PUBLIC SAFETY FACILITIES - PLEASE BID INDIVIDUALLY BELOW	
FIRE STATIONS	
E-911 COMMUNICATIONS	
ANIMAL CONTROL	
PARKS & RECREATION FACILITIES	
PUBLIC WORKS & NON-COUNTY FACILITIES - PLEASE BID INDIVIDUALLY BELOW	
PUBLIC WORKS BUILDING	
BUILDING & GROUNDS MAINTENANCE	
ELECTIONS	
FAYETTE COUNTY COMMUNITY HEALTH	
FAYETTE SENIOR CENTER - THIS LOCATION SHALL BE BILLED DIRECTLY TO & PAID BY SENIOR CENTER	
WATER SYSTEM - PLEASE BID INDIVIDUALLY BELOW	

WATER SYSTEM OFFICES	
SOUTH FAYETTE WATER PLANT	
CROSTOWN WATER TREATMENT PLANT	
LAKE HORTON	
LAKE MCINTOSH	
SHERIFF'S OFFICE & JUDICIAL CENTER - PLEASE BID INDIVIDUALLY BELOW	
SHERIFF'S OFFICE	
FAYETTE COUNTY JAIL	
SHERIFF'S TRAINING CENTER	
JUDICIAL CENTER	
TOTAL BID PRICE	
CHARGE FOR ADDITIONAL PICK-UPS, UPON REQUEST, IF ANY	

NOTES:

1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.
2. All warranties shall be included in your total quoted amount.

State time needed to commence work after Notice to Proceed is issued: _____ days.

COMPANY'S NAME: _____

