



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

July 20, 2022

Subject: Request for Proposal #2145-P: MSW Transfer Station

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for solid waste material loading, hauling, and disposal. You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this Request for Proposals (RFP) 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, August 5, 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

Request for Proposal # 2145-P
Request for Proposal Name: MSW Transfer Station

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

Proposals will be received at the above address until 3:00pm, Wednesday, August 17, 2022 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals, cannot be considered.

If you download this Request for Proposals 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 positioned above the printed name.

Ted L. Burgess
Director of Purchasing

Attachment

Fayette County RFP #2145-P
Operation of MSW Transfer Station
Issue Date 7-19-22

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RFP #2145-P: Operation of MSW Transfer Station
GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is *2145-P* and
 - c. The RFP Name, which is *Operation of MSW Transfer Station*

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

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

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

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening to the date of award, unless this time-frame is specifically excepted to in your offer.

6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing. 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.

The county reserves the right to waive any defect or irregularity in any proposal received.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. 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 Georgia law at O.C.G.A. § 50-18-72 (A)(34).
8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
10. **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 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.

11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other

information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the county. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.

12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
14. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
15. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed, and continue for a period of three (3) years. 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).
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. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
18. **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.
19. **Indemnification:** The contractor shall indemnify and save the county and all its officer, 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 by 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, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted 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.

20. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.
21. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
- **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the successful offeror, the successful offeror 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. Certificates shall list an additional insured as follows:

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

22. **Performance and Payment Bonds:** Prior to execution of a contract, the successful responder shall submit a performance bond equal to 100 percent of the contract value, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570). The performance bond shall meet the requirements and conditions specified in the Supplemental Terms and Conditions section of the RFP.
23. **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.
24. **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.

25. **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.
26. **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.
27. **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.

RFP #2145-P: Operation of MSW Transfer Station
SUPPLEMENTAL TERMS AND CONDITIONS

The following terms and conditions shall be applicable to the “Operation of MSW Transfer Station.” The items may be refined and/or negotiated if agreed to by both parties.

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 RFP shall relieve an entity from meeting applicable State or Federal regulations.
2. 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, etc. in-place for starting operations within the 30-day period.
3. The Contract will be managed by the Fayette County Public Works Department.
4. 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 Agreement, including the initial term and any renewal terms. This includes, but is not limited to, fines, penalties, cost of corrections, damages, legal fees, etc.
5. Operator shall make improvements to the Transfer Station as described in their proposal.
6. The Operator agrees to 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. 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
7. The Transfer Station shall be closed on County Holidays, as listed in Exhibit B, unless requested otherwise by the Operator and the change is approved by Fayette County.
8. 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. The Operator shall have appropriate staff (number and training) on or around the tipping floor to properly screen the waste for unacceptable material.
9. The Operator shall enforce recycling standards at the Transfer Station to prevent contamination from entering the OCC and SSR recycling containers.
10. 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.
11. Fayette County will consider quarterly, semi-annual, or annual fee changes based on nationally recognized price indices (e.g., the water, sewer and trash collection U.S. price index and/or the GDOT Fuel Price Index) if included in the final executed contract. Proposals should clearly indicate the recommended index and frequency of price

adjustments. To determine price adjustments up or down, the index will be benchmarked against the value at time of Contract award.

- 12.** Payment Basis –Payment to the Operator shall be based on the receiving landfill’s weight tickets for the MSW. Doing so ensures the Operator is fairly compensated for all waste material handled, including non-scale MSW coming into the Transfer Station. Additional monthly payments will be made, from Fayette County to the Operator, to cover hauling costs for OCC and SSR recyclables. Processing fees for these materials, if any, will be paid directly by Fayette County to the processing center. Monthly reimbursement for tires will also be paid to the Operator.
- 13.** The Operator shall furnish a Performance Bond for 100 percent of the annual contract value (based on the proposal fees extrapolated over 12 months). 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 RFP. 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.
- 14.** The “Transfer Station” includes the 8-acre (+/-) parcel of property located at 221 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.
- 15.** Fayette County reserves the right to award fully, or partially, proposals received that best meet the needs of Fayette County and its citizens. Furthermore, Fayette County may negotiate details associated with the responding proposals’ scope, services, and fees prior to award. If Fayette County is unable to reach agreement on scope, services, or fees with the highest-scoring proposal, the County may move to the next highest scoring proposal, and so on, until agreement can be reached.
- 16.** Fayette County operates an inert landfill near the Transfer Station. Operations associated with the inert landfill are excluded from this contract.

STATEMENT OF NEED / SCOPE OF SERVICES

This RFP is written around three major tasks listed below.

RFP Task	Responsible Party
1 - Scale House Operations	County
2 - Material Loading & Hauling	Operator
3 - Disposal	Operator

The Operator (responsible for material loading, hauling, and disposal) will be paid monthly by Fayette County based on the tons of MSW received at the landfill (including transfer station scale and non-scale items, e.g., mattresses), plus OCC and SSR recycling hauling, and tire disposal.

Fayette County will establish, by separate contract, an agreement with a processing center for OCC and SSR recyclables and will pay any fees associated with the processing of the recyclable materials.

The “Operator” may be a single entity or a team of contractors splitting the responsibilities. For example, one company capable of managing the transfer station, loading waste, and transporting it to a landfill may partner with an owner/operator of a Subtitle D landfill to submit a proposal. In this case, the prime contractor shall be clearly identified, and they (i.e., the prime) shall be 100 percent responsible for ensuring all Contract scope is satisfied.

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 will 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. The Operator will be compensated for handling this material based on the \$/ton MSW rate established in the proposal.

No improvements to the Transfer Station are required as part of the RFP, but Operators should list and describe proposed improvements, if any, within their proposals. Improvements may be capital changes to the facility, operational changes, or a combination of both. These will be considered and scored accordingly in the proposal evaluation.

Proposals should clearly explain any exceptions or proposed changes to the scope of work.

Fayette County’s goal with 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 proposals from qualified firms to help us meet this goal.

TASK 1 – SCALE HOUSE OPERATIONS

The purpose of this task is to run the scale house, manage vehicles in queue for the scale house, collect fees, provide customer service, and provide appropriate recordkeeping and documentation. Fayette County will assume these responsibilities. They are listed here to help define the Operator's scope for Tasks 2 and 3.

1. Fayette County will fabricate, place, and maintain signs, pavement markings and other traffic control devices as needed to manage the flow of traffic between the entrance gate and the scale house. The signs will indicate the facility hours, restrictions, fees, contact information, etc. The information will be kept current for fee changes.
2. Fayette County will provide and post a phone number and email or text option for customer service to respond to questions and complaints.
3. Fayette County will weigh vehicles and collect all fees (MSW, green waste, tires, etc.).
4. Fayette County will provide general maintenance to the Scale House.
5. 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.

TASK 2 – MATERIAL LOADING AND HAULING

The purpose of this Task is to control on-site traffic, manage the recycle areas, control the unloading of MSW and recyclables, manage waste on the tipping floor, load haul trucks, transport MSW to the receiving landfill, and transport recyclables to their processing centers. Scope requirements are provided in more detail below.

1. 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.
2. Fayette County will provide all needed utilities to operate the Transfer Station.
3. 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.
4. 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 other facilities in good working order and in a neat and orderly condition. Except for damages caused the by Operator, Fayette County shall maintain building exteriors. 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.
5. Fayette County will be responsible for grounds maintenance within the 8-acres shown in Exhibit A. This includes mowing, minimizing vectors, and cleaning up litter.
6. The Operator shall implement and follow a routine preventative maintenance schedule for all facility equipment (excluding scale and scale house) that meets or exceeds manufacturer's recommendations. The operator shall have sufficient spare parts and supplies on-site to maintain operations.
7. 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.
8. Fayette County will secure, maintain, and update all permits necessary for the operation of the Transfer Station (e.g., an NPDES permit for industrial operations).
9. 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.

10. Recycling containers shall be replaced when full and transported to a County-designated recycling processor. The operator shall maintain all collection and transport vehicles in a manner to prevent material from escaping during transport.
11. The operator shall document all recycling tonnages (OCC, SSR, and metal) generated and provide the data as part of the monthly reports to Fayette County.
12. The operator shall haul OCC and SSR to processing facilities for a flat haul rate (see Fee Schedule). Fayette County will establish agreements with recycling centers for these materials and directly pay processing fees. For proposal purposes, assume OCC and SSR will be hauled to Pratt Industries located at 7095 Tradewater Parkway, Atlanta, GA 30336.
13. Scrap metal shall be hauled and recycled at no cost to Fayette County at a location selected by the Operator.
14. Revenue generated by the collection of scrap metal are the property of the Operator. The Operator shall establish agreement with a metal recycling facility.
15. Fayette County desires for the Operator to accept, manage, haul, and dispose tires at an appropriate processing/recycling center. Proposals should state if this is a service the Operator will provide and, if so, what the cost is per tire. The Fee Schedule has a cost/tire line item for commercial and non-commercial tires. This should be left blank if tire recycling is not included in the proposal. The price for tires is not part of the scoring for proposal cost.
16. The Operator shall provide electronic monthly reports to Fayette County documenting the following:
 - The number of trucks and copies of their respective weight tickets (from the receiving landfill) transporting MSW off-site.
 - The type and weight of recyclables handled, including the amount rejected or determined unmarketable with explanation why.
 - Documentation of any facility damages or repairs in the preceding reporting period, including insurance recoveries.
 - Copies of all reports/documents provided to state or federal regulatory agencies related to the Transfer Station.

The reports shall be provided to Fayette County within 30 days of the month ending.

17. All damages or injuries shall be immediately reported to the Fayette County Marshall's Office.

TASK 3 – MSW DISPOSAL AT SUBTITLE D LANDFILL

The purpose of this task is to provide, at a set rate, a location for the disposal of municipal solid waste collected at the Fayette County Transfer Station. The minimum requirements for Task 3 are described in more detail below.

1. The Operator shall accept MSW from Fayette County at a set tipping fee for the term of this contract.
2. 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.
3. The Operator shall furnish documents relative to 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.
4. Tipping fees shall be established on a per ton basis calculated from weight tickets furnished by the Landfill Owner/Operator and rendered from state-calibrated and inspected scales. The fees shall include all taxes and other fees applicable to the operation.
5. Tipping fees shall be held constant for at least one quarter (three months). Afterwards, tipping fees may be adjusted per a price index established in the proposal (see General Terms and Conditions) and included in the executed contract.
6. All charges for tipping shall be listed with the Fee Schedule. Provide additional paper, as needed, to itemize and explain the fees.
7. The Landfill Owner/Operator shall secure all permits necessary for the operation of the landfill. In addition, they shall meet or exceed all existing or future solid waste standards imposed by Federal, State, or local agencies.
8. The Landfill Owner/Operator shall provide personnel, or subcontractors, who are qualified, and have the resources, to fulfill the functions of this contract.

PROPOSAL RESPONSE REQUIREMENTS

Proposals will be evaluated and scored using a 100-point system based on the categories of (1) Qualifications & Experience, (2) Approach, and (3) Price as described below.

Proposals must include the following, preferably in the order shown:

1. **Cover Page:** Include the Request for Proposals number (#2145-P) and title (*MSW Transfer Station*). Also include your firm's name.
2. **Table of Contents**
3. **Required Documents:**
 - a) Company Information Page
 - b) Contractors Affidavit Under O.C.G.A. § 13-10-91(b)(1)
 - c) References
 - d) Exceptions, if any
 - e) Signed addenda, if any are issued
4. **Qualifications & Experience (maximum 15 points)** – Scores for this category will be a function of how well the Operator demonstrates they have the knowledge, experience, and resources to perform the work. At a minimum, include the following information for Q&E scoring:
 - Document the firm's qualifications and experience in performing similar services. Include references with contact information;
 - List all subcontractors comprising the project team;
 - Explain the responsibilities for the prime and all subcontractors;
 - List equipment (number and type) and labor scheduled for the work;
 - Describe the Operator's ability to ramp-up or down depending on volumes passing through the transfer station;
 - Identify the Contractor Manager;
 - Identify the on-site Supervisor/Person-In-Charge responsible for day-to-day operations;
 - Provide resumes for all key people; and
 - Any other information deemed helpful in documenting your company's ability to perform the work.
5. **Approach (maximum 25 points)** – Scores for this category will be based on how the Operator proposes to satisfy the minimum scope requirements of this RFP. The approach section should also describe proposed improvements to the Transfer Station. These may be structural, operational, a function of committed resources, etc. At a minimum, the Approach section of the Proposal should address the following:

- What controls are proposed to ensure customers follow the rules, unload MSW in a safe and controlled manner, keep trash out of the recyclable and green waste areas, etc.?
- What measures will be put in place to minimize damage or injury to the customers, workers, and structures?
- How will the Transfer Station be managed and run to minimize customer wait times, ensure MSW and recyclables are hauled offsite in timely manners, and the areas are kept clean and orderly?
- How many employees will be provided and where will they be stationed?
- What improvements or changes to the facility are proposed?
- Proposed cost index (if any) and frequency for price adjustments.
- **Describe any exceptions to the minimum scope requirements.**
- Identify the receiving landfill for MSW. Provide general information on location, hours for commercial delivery, documentation of federal/state/local permits, available capacity etc.
- Provide any other information that explains why your project team is the best fit for this Contract.

6. **Price (maximum 60 points)** – State your proposed fees on the form provided (Exhibit C). Place the Pricing document in a separate envelope, as instructed in the Terms and Conditions, Item #3.

The score for price will be based on the total fees paid by Fayette County to the Operator for a hypothetical waste stream over a quarter (three months) of the calendar year. The quantities for this period are provided in the Fee Schedule (Exhibit C). These are estimated values provided for the purpose of scoring costs. Fayette County cannot guarantee a minimum or maximum waste stream for any of the materials.

The tipping fee for customers to the transfer station will be based on the Operator's fee established in the proposal plus a Fayette County surcharge to cover operating expenses of the Scale House. Proposal price scoring will not be impacted or influenced by the surcharge.

The price for handling, transport, and disposal of tires is not a factor in the cost scoring since this is an optional item.

EVALUATION PLAN

A contract will be awarded to the firm whose proposal is most advantageous to the county, with technical merit, pricing, and other factors considered. Evaluation scores will be made up of the following components, with their relative percentage values:

	Max Points	Percent
TECHNICAL MERIT:		
Qualifications & Experience	15	15%
Approach	25	25%
PRICE	<u>60</u>	<u>60%</u>
TOTAL	100	100%

Scores for pricing will be determined by your proposed price, as compared to other responding entities. Proposed prices will be scored through use of a variance weighting formula. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

EXHIBIT A – TRANSFER STATION MAP with BOUNDARY

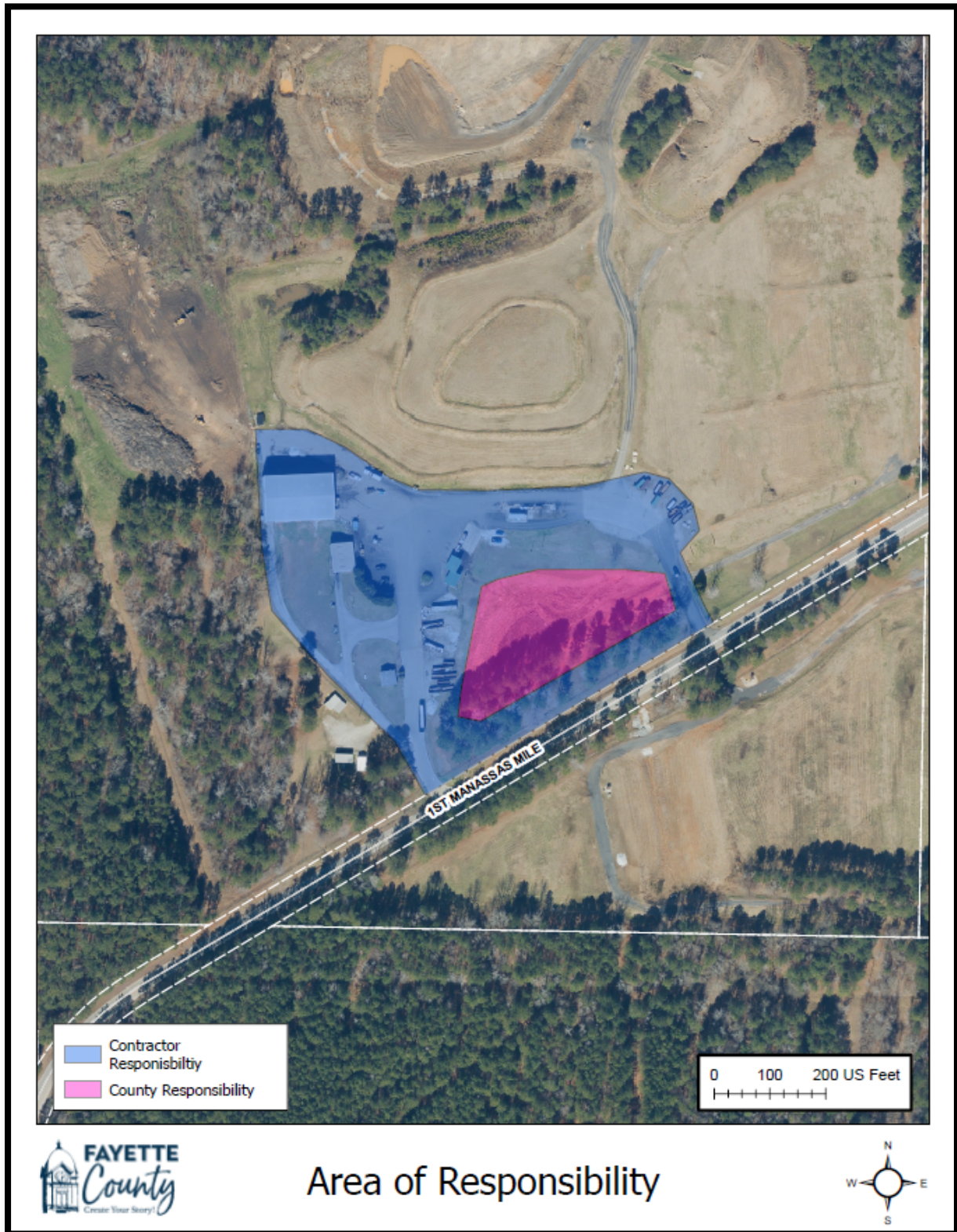


EXHIBIT B – COUNTY HOLIDAYS

Holiday	Day
New Year's Day	First day of January
Martin Luther King Day	Third Monday of January
Memorial Day	Last Monday in May
Juneteenth	Nineteenth day of June
Independence Day	Fourth day of July
Labor Day	First Monday in September
Veteran's Day	Eleventh day of November
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	Twenty-fourth day of December
Christmas Day	Twenty-fifth day of December

Fayette County RFP #2145-P: MSW Transfer Station
Exhibit C - Fee Schedule

Recycling Transport Fees	Estimated Quantity (A)		Rate (\$/trip) (B)	Quarterly Cost = (A)*(B)	Notes/Restrictions
OCC Hauling	45	trips per quarter			
SSR Hauling	30	trips per quarter			
Metal Hauling	NA				No reimbursement for metal loading or hauling

Assume OCC and SSR transported to Pratt Industries at 7095 Tradewater Pkwy, Atlanta, GA 30336 (44 miles one-way).

MSW Loading, Hauling, and Disposal	Estimated Quantity (A)		Rate (\$/trip) (B)	Quarterly Cost = (A)*(B)	Notes/Restrictions
0 to 1,500 tons/month	1,000	tons for month 1			
1,500 to 3,000 tons/month	2,000	tons for month 2			
> 3,000 tons/month	3,500	tons for month 3			

Tipping Fee shall be all-inclusive of surcharges. Tonnage and payment to Contractor to be based on receiving landfill's weight tickets.

Contractor may offer different ranges for graduated rates.

Quarterly Cost:

Receiving Landfill:

Tire Fees (optional)	Estimated Quantity (A)		Rate (\$/trip) (B)	Quarterly Cost = (A)*(B)	Notes/Restrictions
Tires (non-commercial)	240	tires per quarter			
Tires (commercial)	90	tires per quarter			

Contractor responsible for storage, loading, hauling, and disposal of tires. Fayette County shall reimburse Operator monthly.

Fees for tires are not part of the calculated Quarterly Cost used to score the cost portion of the proposals.

COMPANY INFORMATION
RFP #2145-P: Operation of MSW Transfer Station

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

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

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

RFP #2145-P: Operation of MSW Transfer Station

Name of Project

Fayette County GA

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: _____

EXCEPTIONS TO SPECIFICATIONS

RFP #2145-P: Operation of MSW Transfer Station

Please list below any exceptions or clarifications to the specifications of this Proposal. Explain any exceptions in full.

[illegible]

COMPANY NAME

RFP #2145-P: Operation of MSW Transfer Station
REFERENCES

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 _____