

**Wythe Bland Joint Public Service Authority
Solid Waste Disposal
Bid Specifications**

October 29, 2019

I. INSTRUCTION TO BIDDERS

A. Bid Submittal

The Wythe Bland Joint Public Service Authority will receive bids to provide solid waste disposal until 2:00 p.m. on November 22, 2019. The bids shall be opened and read publicly at the Wythe County Administration Building, 340 South Sixth Street, Wytheville, VA 24382. The bids must be sealed and clearly marked "Bids for Solid Waste Disposal". The address for submitting proposals is 340 South Sixth Street, Wytheville, Va. 24382. Bids received after 2:00 p.m. local prevailing time shall not be accepted.

B. Bid Information

Solid Waste Disposal

Bids shall be a guaranteed price per ton for the initial five-year term with the JPSA having the option to renew for one (1) additional five (5) year term.

C. Site Inspection

Before submitting the bid, each solid waste disposal bidder is required to review the JPSA tonnage records to arrive at a clear understanding of the conditions of which the contract will be awarded.

The bidder shall submit unit prices as indicated on the Bid Form.

D. Withdrawal of Bids

Bids may be withdrawn by written request received prior to the bid opening. After bids are opened, they may not be withdrawn for a period of six months.

E. Pre-Award Cost

The Request for Bids does not commit the JPSA to pay any cost incurred or associated with the development, preparation, and/or presentation of the proposal submitted by the bidder. All costs incurred by the bidder in responding to the RFB are the responsibility of the bidder.

F. Rejection of Bids

The JPSA reserves the right to reject any bid if investigation of the bidder fails to satisfy the JPSA that such a bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. A bid considered irregular may be rejected if it shows serious omissions, alterations to the bid form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The JPSA reserves to reject any or all bids for any reason it deems necessary and to waive any informality, technical error as may be deemed necessary for the best interest of the JPSA.

G. Insurance

The successful bidder shall provide a copy of their Workmen's Compensation, Automobile Public Liability and Property Damage and General Liability. The successful bidder shall provide and maintain insurance in the amount of \$3,000,000. The successful bidder shall provide the JPSA a certificate of insurance or other evidence as required which shows the insurance is in force and which requires that the JPSA be notified of cancellation. The JPSA shall be named as coinsured on the policy.

H. Information not guaranteed

Information provided in the Request for Bids relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the bidder, and the bidder should use his/her own judgement and prerogatives in evaluating, checking, and verifying the information provided. The JPSA shall make no guarantees and representations that the current estimated daily and annual tonnages will continue in the future.

I. Right to Inspect

The JPSA reserves the right to employ or assign an authorized representative to inspect the work performed by the successful bidder.

J. Term of Contract

When the contract is awarded by the JPSA, the estimated beginning date shall be April 1, 2020. No allowance shall be made for adjustment of the contract price beyond what is stated in the RFB.

II. GENERAL SPECIFICATION

A. **Background**

The JPSA service area's population in 2019, according to the 2010 Census figures, was approximately 36,000 +/- people. The JPSA service area is approximately 800 square miles. The total solid waste generated in the JPSA was estimated at 120 tons per day in 2018 with peak days (Mondays) around 180 tons and low days (Thursday and Saturday) approximately 80 tons.

B. **Definitions**

Addenda – Any written or graphic modification or interpretation of the RFB documents issued by JPSA prior to the bid openings.

Bid – The bidder, applicant, person, firm, or corporation's written response to this Request for Bid.

JPSA – Wythe Bland Joint Public Service Authority

Contractor – The applicant, person, firm, corporation, or partnership proposing to provide services for transfer station service, disposal of solid waste in a sanitary landfill, and who submits a written bid in response to this Request for Bid. Used interchangeably with "bidder."

Disposal Site – A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed and permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive municipal solid waste and special waste for processing or final disposal. Used interchangeably with "site."

Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental protection Agency or appropriate State Agency by or pursuant to Federal or State Law, or waste, in any amount, which is regulated under Federal or State Law. For purposes of this RFB, the term hazardous waste shall also include motor oil, gasoline and batteries.

Infectious Medical Waste – Waste resulting from medical procedures which may cause or is capable of causing disease, such as:

- (i) Biological waste, including blood and blood products, excretions, exudates, secretions, suctionings and other

bodily fluids that cannot be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials reasonably contaminated with blood or body fluids.

- (ii) Cultures and stocks and etiologic agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate, and mix cultures; wastes from production of biologicals; and serums and discarded live and attenuated vaccines. Cultures under this subsection do not include throat and urine cultures.
- (iii) Sharps that have been removed from their original sterile containers, including needles, IV tubing with needles attached, scalpel blades lancets, glass tubes that could be broken during handling and syringes.

Inspector – An authorized representative or JPSA assigned to inspect the work performed or being performed by the Contractor(s).

Landfill – A facility where solid wastes are disposed of by burial in excavated pits or trenches or by placement on land and covering with soil or other approved material.

Request for Bid – All documents including addenda issued by JPSA as part of this proposal. Used interchangeably with “RFB.”

Solid Waste – Any garbage, refuse, including without limitation recyclable materials when they become discarded, or sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and any other discarded materials, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act (compiled at 33 U.S.C. 1342) as amended, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (compiled at 42 U.S.C. 2011 et seq).

Special Waste – Solid wastes that are either difficult or dangerous to manage and may include sludges, bulky wastes, pesticide wastes, medical wastes, industrial wastes, hazardous wastes which are not subject to regulation under Department Rules 1200-1-11-.03 through 1200-1-11-.07, liquid wastes, friable asbestos wastes, and combustion wastes.

VDEQ – VA Department of Environmental Quality

Transfer Station – A combination of structures, machinery or devices at a place or facility which receives solid waste taken from municipal and private collection vehicles and which is placed in other transportation units for movement to another solid waste management facility.

Unacceptable Waste – Shall mean, but is not limited to, “Infectious Medical Waste” and “Hazardous Waste.”

C. Scope of Services

The successful bidder(s) will perform all activities associated with disposal services as specified in the instruction to bidders. The successful bidder(s) will furnish all labor, equipment and materials to provide the proposed service options, in compliance with all federal, state and local laws, ordinances and regulations, including the rules, regulations and guidelines promulgated and adopted by the EPA, state and local agencies and in accordance with the General Specifications and Instructions to Bidders of this RFB.

General – The successful bidder agrees to furnish all labor, equipment and materials necessary to provide disposal services through a tipping fee at a disposal site without further cost to JPSA.

D. Organizational Qualifications

At a minimum, the bid should include the following information:

- (i) A list of key personnel who will be involved in the operation and management of the proposed project(s).
- (ii) Additional services that may be required but not included in the Request for Bid.

E. Technical Qualifications

At a minimum, the bid should include the following information:

- (i) Demonstration that the bidder has the necessary qualifications, licenses and permits, and at least three (3) years experience to provide disposal services for solid waste in the State where the facility is located. If subcontractors are proposed, they must be identified.
- (ii) A list of any complaints made against the company in the last (3) years.

(iii) A list of disposal sites currently provided by the bidder and any affiliates in the State specified. The list shall include the following information:

- Name and location of disposal sites(s)
- Site owner
- Landfill(s) capacity
- Average annual wastes received
- Starting date of landfill(s) operation
- Types of wastes received
- Starting date of landfill(s) operations
- Types of wastes received
- List of references and a statement of permission to contact references

F. No Assignment of Subletting

Neither the contract nor any of the payments to become due under it shall be assigned in whole or in part by the Contractor, nor shall any part of the work be sublet by the contractor, without the prior written consent of the Owner, and such consent shall not relieve the Contractor from full responsibility and liability for the work and for the due performance of all terms and conditions of the contract.

G. Nondiscrimination

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

H. Indemnity

The Contractor will indemnify and save harmless the JPSA, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of the contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of the contract of a willful or negligent act or omission of the JPSA, its officers, agents, servants and employees.

In addition to the liability imposed on the Contractor on account of damage to property or personal injury, including death, arising through operations under this contract, the Contractor agrees to indemnify the Owner against any expense, liability or payment damage for property or personal injury, including death and

including injuries to the Contractor's employees, caused or in any manner arising from operations hereunder, including the use by the Contractor of equipment furnished by the Owner.

G. Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the federal, state and/or county authorities.

H. Performance / Payment Bond

At the JPSA's request, the successful bidder shall be required to furnish a performance and payment bond or other security as a guarantee of performance. All Proposals must contain a statement of the bidder's willingness to furnish such security. The performance and payment bond shall be for the value of one year's cost of service to the JPSA.

I. Contract Terms

All items included in this RFB must be included with the bid. The bidder must indicate that this RFB and the bidder's written material submitted in response will be included as part of the contract. All contracts between parties shall be governed by and enforced in accordance with laws of the State specified.

J. Penalties

The final contract shall not include any penalties of any kind to the JPSA.

K. Evaluation Criteria

All bids submitted on time will be reviewed and considered. Selection will be based upon, but not limited to, the following considerations:

- BID Price
- Expertise of key project team
- Prior experience of same type of project
- Understanding of Scope of Work
- Prior experience with local governments
- Financial strength and track record
- Cost factors

SECTION A
COMPANY AFFIDAVIT

The affiant states with respect to this bid to JPSA:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said JPSA, or any person representing or purporting to represent the JPSA, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFB and this bid, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this bid, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the bid process.

I further recognize that the JPSA reserves the right to make its award for any reason consideration advantageous to the JPSA. The company selected may be without respect to price or other factors.

Signature: _____

Date: _____

Name: _____

Phone: _____

Title: _____

Firm Name: _____

Type of business organization (For example: corporation, LLC, partnership, proprietorship)

Address: _____

City, State, Zip: _____

BID FORM

Bidder agrees to perform all the work described in the bid specifications for the following guaranteed prices:

Solid Waste Disposal - Proposed bids for the following options shall be a guaranteed price per ton for the initial five (5) year term with the JPSA having the Option to renew for four (1) additional five (5) year term as shown below:

Guaranteed price for the initial five (5) year term

Year 1: _____ per ton(spelled out)
\$ _____ per ton

Year 2: _____ per ton(spelled out)
\$ _____ per ton

Year 3: _____ per ton(spelled out)
\$ _____ per ton

Year 4: _____ per ton(spelled out)
\$ _____ per ton

Year 5: _____ per ton(spelled out)
\$ _____ per ton

Guaranteed price for the second five (5) year term renewal

Year 6: _____ per ton(spelled out)
\$ _____ per ton

Year 7: _____ per ton(spelled out)
\$ _____ per ton

Year 8: _____ per ton(spelled out)
\$ _____ per ton

Year 9: _____ per ton(spelled out)
\$ _____ per ton

Year10: _____ per ton(spelled out)
\$ _____ per ton

Signature

Title

Date

Company

Address

Telephone