

**REQUEST FOR PROPOSALS  
FOR  
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES  
CITY OF MANCHESTER, GEORGIA  
#24-01**

I. GENERAL

A. Request

1. The City of Manchester will receive sealed proposals for the residential and commercial solid waste collection services within the City Limits of the City of Manchester.
2. Proposals must be received in City Hall, 116 Second Street, Manchester, Georgia on or before Wednesday, January 31, 2024, at 11:00 am. Bid proposals will be rejected if not received by 11:00 am on January 31, 2024. Once Bid proposals are received and marked, they become the property of the City of Manchester.
3. All Proposals will be opened and read aloud at 11:00 am on January 31, 2024, at City Hall.
4. The City Council reserves the right to reject any and/or all proposals, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

B. Bid Documents

1. The City of Manchester requests and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received until 11:00 am on January 31, 2024. All proposals will be opened and read aloud at this time.
2. Your bid proposal must be in a sealed envelope addressed to the City Clerk the City of Manchester, 116 Second Street, Manchester, GA 31816, and plainly marked “**RFP #24-01 City of Manchester Solid Waste Collection.**” If you use an overnight carrier, please have your proposal in an envelope inside of the over-night carrier’s envelope.

C. Surety

1. Bids, to be considered, shall be accompanied by:

a. Bid Bond

- (1) Payable to the owner, in an amount no less than \$25,000.00

- (2) This bid security shall become payable to the owner, only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish a Performance Bond and Certificate within twenty (20) days after notification of award.

b. Performance Bond

- (1) Letter from a corporate Surety, satisfactory to the city, stating that a Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Bidder.
  - (a) An authorized Representative of the Surety shall sign this letter together with a certified and effectively dated copy of his power of attorney attached thereto.
  - (2) The successful Bidder shall furnish a performance bond as security for the faithful performance of this contract.
    - (a) The performance Bond shall be in an amount equal to the **full contract price but** said may provide for pro-rata reduction therein annually, over the term of the contract.
    - (b) The Performance Bond shall protect the City for the life of the Contract.
2. A premium for the bonds described above shall be paid by the Contractor. A certificate from the Surety showing that the bond premiums are paid in full shall accompany the bond. The form of the bond is appended hereto.
3. The Surety issuing the bond shall be a duly authorized corporate surety company authorized to do business in the State of Georgia.

D. Power of Attorney

1. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

E. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. The City of Manchester shall be named as additional insured on the policy.
4. The contractor is responsible for all deductibles.
5. Required minimum coverage:
  - a. Workers' Compensation Statutory
  - b. Employer's Liability \$1,000,000
  - c. Bodily Injury Liability \$1,000,000 each occurrence
  - d. Except Automobile \$1,000,000 aggregate
  - e. Property Damage Liability \$1,000,000 each occurrence
  - f. Excess Umbrella Liability \$2,000,000 each occurrence

F. Contract Award

1. The contract, if awarded, will be based on the summation of the lump sum amounts bid and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of the items at the unit prices, the unit prices as written out in words in the Proposal Form shall govern and any errors found in said products, and in the addition will be corrected.
2. The City retains the right to award the contract either on the Base Bid or any combination of items they choose.
3. The City's intent is to award the entire contract to one contractor.
4. The contract shall be deemed as having been awarded when formal notice of award is mailed by the City to the Contractor by certified mail, return receipt requested.
  - a. The contractor, to whom the contract is awarded, shall be required to execute a contract as agreed upon by the City and the selected Contractor and to furnish insurance certificates and performance bond as required.
    - (1) In case of contractor's refusal or failure to execute the Contract within twenty (20) days after his receipt of formal notice to award, the contractor shall be considered to have abandoned all his rights and interest in the award and his bid security may be declared forfeited to the City as liquidated damages. The award may then be made to the next best qualified Contractor, or the City may elect to re-bid the contract. Such forfeited security shall be the sole remedy of the City.

G. Contract Term

1. The contract shall be defined as follows:
  - a. Year 1 – March 1, 2024, through February 28, 2025
  - b. Year 2 – March 1, 2025, through February 28, 2026
  - c. Year 3 – March 1, 2026, through February 28, 2027
  - d. Year 4 – March 1, 2026, through February 28, 2028
  - e. Year 5 – March 1, 2027, through February 28, 2029
2. The Contract will be automatically renewed at the end of each fiscal year of the period stated in paragraph 1 above unless positive action is taken by the City to terminate the Contract. To prevent renewal and terminate the Contract, the City will provide to the Contractor a notice of termination in writing either by hand delivery, mail or facsimile at the Contractor's address set forth herein, on or before October 1st of the then current fiscal year. This contract shall terminate absolutely and without further notice given to the Contractor. The City shall have no obligation for any succeeding fiscal year(s) for which this contract is not renewed.
3. Notwithstanding and any other provision contained herein, this contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

## II. INSTRUCTION TO BIDDERS

### A. Related Documents

1. These Specifications
2. Bid Form
3. Performance Bond

### B. Bidder's Representation

1. Each Bidder shall represent that by making his bid, he has:
  - a. read and understand the bid documents.
  - b. fully acquainted himself with conditions relating to the scope and restrictions attending the execution of the work under the contract.
  - c. obtained information concerning the conditions at locations that may affect this work.
2. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other documents or to acquaint himself with existing conditions, shall in no way relieve him from any obligations with respect to his bid or to the Contract. The City shall make all such documents available to the Bidder.
3. The Bidder shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.
4. Except with respect to events or conditions which are not discoverable, the Contractor's attention is directed to the fact that all applicable State Laws, City ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and shall be deemed to be included in the Contract as though written out in full in the Contract.

### C. Document Discrepancies

1. Should the Bidder find discrepancies in, or omissions from, the documents, he shall at once notify the City Clerk. Requests for interpretations of these specifications shall be made in writing to the City Manager no later than five (5) days prior to receipt of the Proposals.
2. Any subsequent instructions to the Bidder will be issued in the form of addenda to the specifications and sent to the Bidder.
  - a. Addenda are written or graphic instruments issued prior to the award of service, which may modify or interpret the bidding documents by deletion, additions, clarifications, or corrections.
  - b. Addenda shall become part of the contract award when the award is made.
- c. All addenda shall be enumerated in the Bid Form.

### D. Submittals

1. All proposals shall be prepared, with all blanks being completed and signed by the Bidder on the forms attached hereto.
2. For Bid to be considered, the following documents shall be submitted with the bid.
  - a. Bid Form
  - b. Bid Bond

- c. Certificate of Insurance
- d. Corporate Surety Letter of Intent

E. Reservations

- 1. The Bidder acknowledges that the City reserves full freedom (in addition to the right to reject all Proposals) in answering Proposals to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior City experience. In addition, the Bidder recognizes the right of the Owner to reject a proposal if the Bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence, the city may award Proposals to other than the lowest Bidder if in the judgment of the Mayor and City Council the interest of the city will be best served by award to another.

F. Competency of Proposer

- 1. All proposals shall provide a list of current customers, with address and telephone numbers, being provided with the services like those requested by the City, the financial statement of the bidder at the close of the most current fiscal year, and a description of the equipment to be used in performing the services requested by the City.

G. Minimum Criteria Used to Determine "Responsibility" of Each Offeror

- 1. Describe your approach to service using Technology.
- 2. Describe your Truck Fleet.
- 3. Describe your customer service plan in detail.
- 4. Describe your company history, experience, and qualifications.
- 5. Describe your financial capacity and ability.
- 6. Provide your transition plan in detail.
- 7. Describe your contracts in GA comparable size and scope? List three current references in GA with contact information and scope of service.
- 8. Describe your hauling facility's location and capabilities.

H. Disqualifications of Bidder

- 1. Although not intended to be an exhaustive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of his proposal:
  - a. Evidence of collusion among Bidder.
  - b. Default on a previous Municipal or City contract for failure to perform.
  - c. Lack of competency as revealed by either financial statements, experience, or equipment statements as submitted or other pertinent factors.
  - d. Disqualifying relationship to an employee of The City.
- 2. The City Council will be the judge of disqualification.

III. TERMS AND CONDITIONS

A. Rates

- 1. For collection and disposal services required herein, the charges shall be the rates as fixed by the contract documents.

2. The refuse and Recyclable Materials collection charges shall include all disposal and related cost.
3. The City shall pay the contractor as follows: The contractor shall invoice the City on the first of each month for the number of units serviced for the previous month. Payment to the contractor shall be made by the City within 15 days of receipt of the invoice.
4. All new services shall be generated by the City of Manchester, 116 Second Street, Manchester, GA 31816.

B. Escalation

1. Bids as shown on the Bid Form shall remain in effect for the entire life of the contract.
  - a. The City Council must approve any escalation of rates, whether for increases in operating, labor, equipment, or any cost related to complying with any and all laws governing this project and shall conform to CPI standards. Formulas for fuel surcharge whether up or down must be included in the bid.

C. Transferability of Contract

1. Other than by operation of law, no assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

IV. SPECIAL CONDITIONS

A. Permits and Licenses

1. The bidder shall obtain all permits, licenses, and certifications, paying all fees as required, for performing the service described herein.

B. Compliance with Laws

1. The Contractor shall conduct operations under this contract in compliance with all applicable laws, provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. In the event that the collection of any refuse item or recyclable material shall become restricted or prohibited by any applicable law, rule, or regulation, such item shall be eliminated from the contract.

C. Nondiscrimination

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

D. Indemnity

1. The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against all suits, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorney's fees resulting from a willful or negligent act or omission of the Contractor provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, and cost, expenses and attorney's fees arising out of the award of the Contract or a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

## V. General Specifications

### A. Office Location

1. The Contractor shall, at his discretion, maintain an office or other facilities through which he can be contacted within the City of Manchester.
2. The Contractor's office shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.
3. Point of Contact
  - a. All dealings, contacts, etc. between the Contractor and the City shall be directed to the Contractor: The Mayor and to the City Manager.

### B. Hours of Operation

1. Collection of residential and commercial carts and recyclable materials shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day (Monday-Friday).
2. Collection of commercial dumpsters shall not start before 6:30 a.m. or continue after 7:00 p.m. in areas that are within (500 ft.) Five hundred feet of any residence located in a residential district.

### C. City Holidays

New Year's Day  
Martin Luther King Day  
President's Day  
National Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

### D. Complaints

1. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received.

## VI. SCOPE OF WORK

### A. General

1. The work under this contract shall consist of the items contained in these Specifications, including all supervision, materials, equipment, labor, and all other items necessary to fully complete said work in accordance with the Contract Documents for once per week pick-up of all residential and commercial roll-out containers by unit. Pick-up shall be curbside/mailbox or other approved location and shall be within (15 ft.) fifteen feet of the public right-of-way.

2. The contractor shall provide free pick-up for all City waste receptacles, not less than one (1) time per week.
3. The work under this contract shall consist of the items contained in these Specifications, including all supervision, materials, equipment, labor, and all other items necessary to fully complete said work in accordance with the Contract Documents for pick-up of (2 yd to 8 yd containers) from one (1) to five (5) times per week, for Commercial Dumpster service, depending on customer requirements.
4. The City estimates that the approximate number of residential and commercial roll-out units to be initially serviced under this contract is as follows:
  - a. Residential – (1499 customers)
  - b. Commercial --- (123 Commercial Customers with various size dumpsters)
  - c. City – (21 – 96-gallon cans) (8 yard dumpster)

#### B. Convenience Center

The Contractor will be responsible for the operation of 1 Convenience Center for use by Customers. The Contractor will allow Customers to utilize the centers for a reasonable charge as proposed by Contractor in this bid or as otherwise approved by the city. The Contractor shall be responsible for identifying its Customers at the Convenience Center and shall have the ability at each site to easily identify subscribed Customers to allow for timely dumping. These centers shall allow Bulky (White Goods/Brown Goods) The Contractor will notify the public of the collection schedule at the time service is established and shall at least be open for business (days the City wants convenience center open).

#### C. Sale of Recyclable Material

1. The Contractor, pursuant to this Contract, shall be responsible for transporting all recyclable materials to a licensed processing facility where all materials shall be the property of the Contractor. Refer to Section “J” Disposal.

#### D. Use of Containers

##### 1. Roll Out carts:

- a. The contractor shall provide **NEW** roll-out carts with smart chip technology at the beginning of the contract.
- b. It shall be the responsibility of the Contractor to insure that each residential unit maintains a like or similar cart during the duration of the contract. The carts will have a minimum of 90-gallon capacity rollout plastic containers with plastic lids.
- c. The Contractor shall have the responsibility to provide carts for new services and the pickup of carts from discontinued services.
  - (1) Enough roll out carts shall be maintained in inventory by the Contractor.
- d. All carts shall be maintained to function as designed by the manufacturer.
  - (1) Any roll out carts damaged through normal wear and tear or damaged in any way by the Contractor shall be replaced by the Contractor at its expense.
  - (2) Any rollout carts destroyed, lost, or damaged by the resident will be replaced by the



Contractor at the expense of the resident to whom the cart was assigned.

- (3) Any roll out carts stolen will be replaced by the Contractor at the expense of the resident to whom the cart was assigned.
- (4) The amount charged to a resident for cart replacement shall not exceed the Contractor's cost for the cart.

2. Commercial Dumpsters

- a. It shall be the Contractor's responsibility to provide commercial customers with a container of their choice, ranging in sizes of 2 yd, 4 yd, 6 yd, and 8 yards.
- b. The specific location of a new or additional container will be determined in the planning and/or building permit process.

E. Routes of Collection

1. Collection routes shall be established by the Contractor and furnished to the City Manager's Office.
2. The Contractor shall submit a map designating the collection routes with days of pick-up to the City for their approval, which shall not be unreasonably withheld.
3. At the commencement of the contract, the Contractor shall, at his expense, notify each residential and commercial customer individually of the scheduled collection day or any changes thereto for the duration of the contract.
4. The Contractor shall publish at his expense, at least once during the calendar year, a map of such collection routes in the newspaper published in the immediate area.
  - a. The published map shall be of such size to clearly show all pertinent information.
5. The Contractor may from time to time propose to the City, through the City Manager's office, for approval of changes in routes or days of collection.
  - a. Upon City Council's approval of the proposed changes, contractor shall promptly give written or published notice to the affected Residential or Commercial customers.

F. Collection Equipment

1. The Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this agreement.
2. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition.
3. Each vehicle shall bear at a minimum the name and telephone number of the Contractor plainly visible on both sides of the vehicle.

G. Placement for collection

1. The roll out containers shall be placed at curbside for collection.
  - a. Curbside refers to that portion of right-of-way adjacent to paved or traveled City streets.
  - b. Containers shall be placed as close to the roadway as practicable without interfering with or

endangering the movement of vehicles or pedestrians.

2. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle.
3. The Contractor shall provide pick-up for commercial dumpster service with pick-up frequency from one to five times per week, depending on customer requirements.

#### H. Collection of Waste

1. The Contractor shall provide curbside collection of residential garbage and refuse from each residential unit one (1) time per week. Rollout containers shall be placed at curbside by 7:00 a.m. on the designated collection day.
2. Contractor shall provide back yard pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at curb on pick-up day.

#### I. Hauling

1. All refuse hauled by the contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented.

VII. Selection Criteria

Categories/Questions	Rating *	Weight **	Total ***	Notes
<b>Qualifications</b> Specialized experience and technical competence to perform professional services. Qualified in-house staff, established		10		
<b>Soundness of Approach</b> Solid technique of analysis, comprehensive problem solving, accomplishing objectives		10		
<b>Efficiency</b> Establishing course of action for efficient production, exhibiting evidence of well thought out project planning		10		
<b>Integrity</b> Past record of performance, quality of work, competency		20		
<b>Adaptability</b> Equipment ready and available for execution of project.		20		
<b>Customer Focus</b> Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms		20		
<b>Cost to Residents</b> Fee proposal amounts required for the provision of Basic Services and additional services as discussed herein.		10		
		<b>Grand Total:</b>		



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
(hereinafter called "Principal"), as Principal, and \_\_\_\_\_  
\_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ and authorized to transact business in the State of \_\_\_\_\_  
(hereinafter "Surety"), as Surety, are held firmly bound unto the City of Manchester, Georgia  
(hereinafter called "Obligee, in the penal sum of 100% of the contract amount, good and lawful  
money of the United States of America, for the payment of which, will and truly be made, we bind  
ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obliged, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for collection of residential and commercial garbage, which  
Contract is hereby referred to and made a part hereof as fully and to same extent as if copied at length  
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the  
Principal shall faithfully perform the Contract on its part, free and clear of all liens arising out of  
claims for labor and materials entering into the performance of the contract and indemnify and save  
harmless the Obligee from all loss, cost, or damage that it may suffer by reason of the failure so to  
do, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action, or proceeding shall be had or maintained against  
Surety on this bond unless the same be brought or instituted within one (1) year after date of  
completion or default by Principal. Written notice to Principal and Surety must be given within  
thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

(SEAL)

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_