



Invitation to Bid Curbside Solid Waste Collection Services RFP #0421-2

The Lee County Board of Commissioners is accepting sealed written bids from qualified contractors for **the curbside solid waste collection services of commercial and residential properties in Lee County, Georgia**. Contract information, bid form, and other information are enclosed.

There will be a **pre-bid meeting on Tuesday, August 9, 2022 at 2:00pm** in the Opal Cannon Auditorium of the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763. **All bidders must attend the pre-bid meeting to submit a bid.**

If you choose to submit a written bid on this service, your sealed bid must be marked **“Solid Waste Collection”** and delivered to the Lee County Clerk’s Office at the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763, **no later than 2:00pm on Tuesday, August 23, 2022**. All bids will be opened during a **public bid opening at 2:05pm on Tuesday, August 23, 2022**, in the Opal Cannon Auditorium of the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763. The public is invited to attend this bid opening.

Bidders are required to examine all maps, plans, drawings, specifications and data mentioned in the specifications, contracts, or proposals on file with Lee County at 102 Starksville Avenue North Leesburg, Georgia, or at such other location or locations established by Lee County from time to time with respect to such proposed project. No plea of ignorance of conditions that exist or that may exist after the date of these instructions, or of any conditions or difficulties that may be encountered in the execution of the work under any contract issued hereunder, resulting from the bidder’s failure to make the necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the successful bidder to fulfill in every detail all requirements of any contract issued hereunder. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation, change orders, or an extension of time to complete the required work under the contract issued hereunder.

Any bid submitted unsealed, unsigned, fax transmissions, email transmissions, or received subsequent to the aforementioned date and time, will be disqualified.

Contractors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the contractor. Failure to comply with the written requirements for this project may result in disqualification of the submittal by the Lee County Board of Commissioners.

The Lee County Board of Commissioners reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the County. No bids shall be withdrawn for a period of 60 days after the bid opening. **There will be no addendums to the contract once the contract has been accepted and signed, unless initiated by the County.**

Contractors may contact Heather Jones, Finance Director, by e-mail at hjones@lee.ga.us if any additional information is needed. All questions that arise must be submitted prior to five (5) business days before the submittal due date and shall be directed to the contact person in writing via e-mail. Any unauthorized contact shall not be used as a basis for responding to this Invitation to Bid and also may result in the disqualification of the contractor's submittal.

The Lee County Board of Commissioners will issue responses to inquiries and any other corrections or amendments deemed necessary in written addenda issued prior to the due date. Contractors should not rely on any representations, statements or explanations other than those made in this document or in any addendum to this document. Where there appears to be a conflict between this Invitation to Bid and any addenda issued, the last addendum issued will prevail. Addenda will be published on the Lee County Board of Commissioners' website at www.lee.ga.us. Contractors are encouraged to check this site regularly for immediate access to issued addenda.

All expenses involved with the preparation and submission of the Invitation to Bid to the Lee County Board of Commissioners, or any work performed in connection therewith is the responsibility of the contractor(s).

Submission of any proposal indicates acceptance of the conditions contained in this document unless clearly and specifically noted otherwise in the proposal.

The Lee County Board of Commissioners operates with a five (5) member County Commission. It is anticipated that the contractor may be required to make one or more appearances at County Commission meetings to answer questions or present results. The documentation provided herein is intended to provide a common methodology of development and basic technical skills for proposal purposes.

**Invitation to Bid
Curbside Solid Waste Collection Services
RFP #0421-2**

BID SPECIFICATIONS

SUBMISSION REQUIREMENTS

1. All proposals shall be prepared on the forms enclosed, along with written explanations where applicable.
2. Typewritten or completed with pen and ink and signed by the Proposers' authorized representative. Each proposal constitutes an offer and may not be withdrawn except as provided herein.
3. Completed in its entirety containing all information required by the Invitation to Bid.
4. Submitted in a **sealed** package, plainly marked with the title "**Solid Waste Collection**" along with the name and address of the Proposer.
5. Delivered in sufficient time to ensure receipt by the Lee County Clerk's Office on or before the date and time specified. Submissions not received by the time and date specified will not be opened or considered.
6. The contents of the proposal shall be identified with nine (9) tabbed sections, as follows:
 - a. **Proposal Forms:** This section should include the Execution of Proposal, the Proposal Pricing Form, the SAVE Affidavit, Contractor's Affidavit, Sub-Contractor's Affidavit (if applicable), the Non-Collusion Certification, and the Drug-Free Workplace Certification.
 - b. **Company Information:** This section should contain the name, address, history, and current description of Proposer.
 - c. **Financial Information:** This section should contain a copy of the Proposer's Business License, Tax Identification Form W-9, Proof of Insurance, and evidence of bond-ability.
 - d. **Experience and References:** This section should contain a description of curbside solid waste collection experience in the State of Georgia. Include at least three (3) references, being sure to include any former or existing County/ municipality contracts. Each reference must include the number of residences and businesses served and a summary of the type and frequency of service.

- e. **Service Proposal:** This section should describe the bidder's approach to each of the required services including the type of equipment to be used, routing strategy, intended disposal site(s), customer service plan, implementation plan, and any operational standards related to hiring, training, and safety. This should also include details of the proposed method of electronic reporting and communications as well as adjustments to service on holidays.
 - f. **Promotion and Education:** This section should include a description of the bidder's commitment to promoting, educating, and informing residents of program information and any changes in service. Samples of materials used in other Georgia cities and counties should be included.
 - g. **Alternate Proposals and Exceptions:** This section should contain a list of items from the standard service requirements that the bidder is not capable of, or willing to, deliver. This section may also include alternative approaches to the management and service delivery of the Lee County Board of Commissioners' solid waste program. Pricing for alternative proposals must also be included in this section.
 - h. **Transition Plan:** The proposal shall include a detailed plan proposed by the bidder with respect to the procedures to be utilized by the County and the contractor during the thirty (30) calendar day time period commencing June 1, 2022 and concluding June 30, 2022 to effect a transition of the solid waste pick up service to the successful bidder. Such transition plan shall include, but shall not be limited to, (i) the procedures to be used to pick up existing solid waste receptacles at all solid waste pickup locations in the County by the incumbent provider and the distribution of new solid waste receptacles by the new provider so that the solid waste receptacles of the new contractor will be distributed to all existing Lee County solid waste customers by the commencement date of solid waste collections under the contract by the new contractor; and (ii) the provision of a list of existing county solid waste customers with active solid waste collection accounts with the county.
 - i. **Miscellaneous:** This section should contain any additional information that the bidder would like to present.
7. Forms Requiring Signature. The following forms shall be included in the proposal submission and must be signed by an authorized representative of the Proposer:
- a. **Proposal Pricing Form.** By signing and submitting the proposal forms, Proposer acknowledges that it understands and accepts, other than those

listed as "Exceptions", all of the conditions, requirements, and specifications of this Invitation to Bid.

- b. **Non-Collusion Affidavit.** By signing and submitting this affidavit, bidder declares that its agents, officers or employees have not directly, or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
 - c. Written certification that the contractor operates a **drug free workplace** in accordance with O.C.G.A. §50-24-1 through 50-24-6.
 - d. **Immigration Compliance Requirements.** Pursuant to O.C.G.A. §50-36-1, the Lee County Board of Commissioners must obtain a **SAVE Affidavit**, a secure and verifiable document evidencing the contractor's legal status in the country each time that contractor obtains a public benefit, including any contract, from the contractor. The contractor hereby verifies that it has, prior to executing this Agreement, executed a **SAVE Affidavit** (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. §16-10-71) and submitted such affidavit to the Lee County Board of Commissioners as part of this bid package. Further, the contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document evidencing the contractor's legal status either in person or electronically (in compliance with the Uniform Electronic Transactions Act). The contractor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1). The Georgia Security and Immigration Act of 2006, as of July 1, 2009, requires all contracts with the Lee County Board of Commissioners to be accompanied by a certification from the contractor that they comply with the Georgia Security and Immigration Act of 2006. Proposers must execute and submit a **Contractor Affidavit**. If Sub-Contractors are engaged, they are required to execute the **Sub-Contractor Affidavit**. All above-mentioned affidavits are attached.
8. Bonding Requirements. Upon execution of the agreement the bidder shall have 14 days to provide to the Lee County Board of Commissioners a **Performance Bond** with a corporate surety, or cash, in the amount of not less than \$100,000.00. Such Performance Bond shall be in effect prior to the commencement of services under the contract. Such Performance Bond shall be renewed each time that the contract is renewed for an annual renewal term as herein defined. It shall be issued by a surety company licensed to do business in the State of Georgia. Such Performance Bond shall be applicable to any performance issues on the part of the contractor or on the part of any subcontractors or third parties occurring during the term of the Performance Bond. The bidder shall also submit a **Payment Bond** in the amount of the bid for a twelve-month term under the contract. Such Payment Bond shall be in effect and approved by the Lee County Board of Commissioners prior to the commencement of services under the contract. Such Payment Bond shall

be renewed each time that the contract is renewed for an annual renewal term as herein defined. The Payment Bond shall be payable to the Lee County Board of Commissioners and shall be issued by a surety authorized to do business in the State of Georgia. Such Payment Bond shall be applicable to any failure or refusal of the contractor, or an agent of the contractor, to pay for services rendered by or as subcontractors or third parties in accord with the terms of the contract occurring during the term of the Payment Bond. The Performance Bond, and the surety issuing such Performance Bond, shall be subject to annual approval of the Lee County Board of Commissioners prior to the contractor's commencement of performance under the initial term and prior to the contractor's commencement of performance under each renewal term of the contract. The Payment Bond, and the surety issuing such Payment Bond, shall be subject to annual approval of the Lee County Board of Commissioners prior to the contractor's commencement of performance under the for the initial term and prior to the contractor's commencement of performance under each renewal term of the contract.

9. The contractor covenants and agrees to take and assume all risk and responsibility for the work rendered in connection with this Agreement. **The contractor shall bear all losses and damages directly or indirectly resulting to on account of the performance or character of the work rendered and materials used pursuant to this Agreement.** Contractor shall defend, indemnify and hold harmless the Lee County Board of Commissioners, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents from and against any and all claims, injuries, suits, actions, judgments, damages losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense (hereinafter "liabilities"), which may be alleged or result from the work and materials used, the performance of contracted services, or the actions otherwise of the contractor or any sub-contractor or anyone directly or indirectly employed by the contractor or sub-contractor or anyone else for whose acts the contractor or sub-contractor may be liable, regardless of whether or not the actions are caused in part by a party indemnified hereunder. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of the Lee County Board of Commissioners. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this provision. Furthermore, in the event of any and all claims against the Lee County Board of Commissioners by any employee of the contractor or any sub-contractor or anyone directly or indirectly employed by the contractor or sub-contractor or anyone for whose acts the contractor or sub-contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contract or any sub-contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Lee County Board of Commissioners shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise

out of actions that occurred during the performance of this Agreement or the materials used during the performance of this Agreement.

10. General Insurance and Workers' Compensation Coverage.

- a. **Requirements:** The contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or the materials used by the contractor, its agents, representatives, employees or sub-contractors. All policies shall be subject to approval by the Lee County Board of Commissioners' County Attorney as to form and content.
- b. **Minimum Limits of Insurance:** The contractor shall maintain insurance policies naming the Lee County Board of Commissioners as an additional insured with coverage and limits no less than:
 - i. Commercial General Liability of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.
 - ii. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.
 - iii. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000.00 (one million dollars) per accident or disease.
- c. The insurer providing Workers' Compensation Coverage will waive all rights of subrogation against the Lee County Board of Commissioners for losses arising from work performed by the contractor for the Lee County Board of Commissioners.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the Lee County Board of Commissioners. Such prior written notice shall be sent directly to the County.
- e. **The contractor shall furnish the Lee County Board of Commissioners with certificates of insurance evidencing coverage required by this Article prior to the start of work.** The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of

insurance and endorsements shall be on a form utilized by the contractor's insurer in its normal course of business and shall be received and approved by the Lee County Board of Commissioners prior to execution of this Agreement by the Lee County Board of Commissioners. The Lee County Board of Commissioners reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

- f. The contractor shall extend any insurance claims made for no less than six (6) years after termination or final payment under the contract, whichever is later.

GENERAL CONDITIONS

1. The successful bidder will conform to all Federal, State, and Local laws and ordinances regarding solid waste collection services.
2. The successful bidder will receive the exclusive right to solid waste collection services performed within the County for solid waste collection services. Materials included in this exclusivity is solid waste collection as they have been defined in the Georgia Comprehensive Solid Waste Management Act of 1990, as now existing or hereafter amended.
3. The contractor hereby covenants and declares that it is an independent business and agrees to perform the work as an independent contractor and not as the agent or employee of the Lee County Board of Commissioners. The contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the work; hiring of consultants, agents or employees to complete the work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and sub-contractors during the life of this Agreement.
4. **Contract Term.** The initial contracted term of service will begin on **September 1, 2023** for a period of one (1) year, ending on August 31, 2024.
 - a. The term of service shall be one (1) year (the “original term”) with the potential for additional one (1) year terms (the “renewal terms”) being added at the conclusion of the original term for up to five (5) consecutive one (1) year renewal terms. Should either the County or contractor elect not to renew and extend the contract at the end of the original term, or at the end of any renewal term, written notice of such non-renewal shall be provided by the party deciding not to renew to the other party by certified mail (return receipt requested), or by statutory overnight delivery as defined under Georgia law, to the other party in writing not less than ninety (90) calendar days prior to the expiration of the then-existing term of the Contract. The notice of non-renewal shall be effective as of the date that it is deposited with the United States Postal Service or with the statutory overnight delivery service.
5. The contractor which is the successful bidder will begin the collection of solid waste under the Contract on September 1, 2023. The contractor will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.
6. No later than thirty (30) calendar days prior to commencement of solid waste collections under the contract, the contractor shall provide a projected collections schedule to County staff for review and approval.

7. **Definitions:**

- a. **Residential Dwelling Unit:** Any single home, two-family unit, four-family unit, six-family unit, eight-family unit, all condominiums, and all apartment complexes.
- b. **Commercial Establishment:** Any person or entity required by the county ordinance to pay an occupation tax, plus any person who is exempt from the county occupation tax pursuant to O.C.G.A. §43-12-1.
- c. **Curb Collection:** The contractor shall provide solid waste and collection removal and disposal service to all residential dwellings (including condominiums) and commercial establishments within the incorporate limits of Lee County. There shall be once a week collection of solid waste from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The contractor will not be required to collect refuse from the inside of the buildings.
- d. **Solid Waste:** All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. **Solid waste shall not include** dead animals, animal parts, and household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, or combustibles of all kinds. **Solid waste shall not include** ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

8. **Rate Adjustments:**

- a. Rates shall be submitted for consideration to the Lee County Board of Commissioners by March 1st of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers - U.S. County Average - Garbage and Trash Collection.
 - b. **Unforeseen Increases.** In the event that the contractor's operational costs are increased due to changes in governmental regulations or disposal fees, the contractor may submit a request for an increase, including a cost analysis that demonstrates a proof of need.
9. The contractor covenants and declares that it as well as its employees, agents and sub-contractors (inclusive of sub-contractor's employees and agents) have

obtained and possess all diplomas, certificates, licenses, permits, or the like required of the contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the work contracted for under this Agreement. All work performed under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

10. No failure by the Lee County Board of Commissioners to enforce any right or power granted under this Agreement, or to insist upon strict compliance by contractor with this Agreement, and no custom or practice of the Lee County Board of Commissioners at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the Lee County Board of Commissioners right to demand exact and strict compliance by contractor with the terms and conditions of this Agreement.
11. **Holiday Schedule.** No collections shall be required on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day if those holidays shall fall on a normal collection day. Services will be delayed one day for the rest of the week following these holidays. The contractor shall provide notice to the Lee County Board of Commissioners on the date of service for the Holiday Schedule.
12. The contract shall not be assignable or transferable by the contractor, nor shall any service be performed by a sub-contractor for the contractor without the prior written consent of the Lee County Board of Commissioners.
13. **Complaint Resolution.** Should the contractor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then the contractor shall take sole responsibility to ensure that corrective action takes place as soon as possible. In the event that the customer notifies the Lee County Board of Commissioners the Contractor will have 24 hours from notification to resolve the complaint. If the Contractor fails to satisfy the complaint within 24 hours of notification from the County, the Contractor will be assessed a \$50.00 fee imposed by Lee County to be deducted in full from the next month's invoice payable to the Contractor. Additionally, the contractor and the County shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request and the disposition of the same. Such records are to be transmitted to Lee County on a weekly basis.
14. The contractor shall not be liable for failure to perform for reasons beyond its control which may include, but are not limited to, acts of the government, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, unusually severe weather, or other Acts of God.
15. In the event of an emergency or failure by the contractor to be able to adequately perform the required waste collection services, the contractor shall immediately

contact the Department of Utilities and the County Manager's office of the Lee County Board of Commissioners. **If a live voice-to-voice conversation is not possible, the contractor shall contact the E911 Center for the Lee County.** The contractor shall follow the instructions of the Lee County Board of Commissioners to insure the public health, safety, and welfare of the Lee County Board of Commissioners.

16. **The contractor shall be responsible for all damage or injuries to property of any character, resulting from any act, omission, negligence, or misconduct in the prosecution of the work or resulting from the materials used.** When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the contractor shall either restore at its own expense such property to a condition similar, or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property, and to the owner's representative.
17. In addition to the provisions of the Performance Bond, if the contractor fails to service the County on a timely basis, the contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Lee County Board of Commissioners, or caused by an act of God.
18. The contractor shall be required to provide solid waste collection services to all Lee County Board of Commissioners' local government-owned facilities and designated special events as determined by Lee County from time to time at no additional cost to the County. Said trash containers will be emptied once per week, or as requested by Lee County. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service at a mutually agreeable price. Additional locations may be added as needed by the County.
19. **Communications and Reporting:** Contractor shall provide an internet/e-mail based system for the communication of all service requests from the Lee County Board of Commissioners' customer service representatives to the contractor. All requests shall be tracked, recorded, and reported monthly showing the date, type, and resolution of each request.
20. Any dispute between Owner and Contractor, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the Lee County Board of Commissioners.
21. **Medical Walkouts.** The Contractor shall pick up the cart at a mutually convenient place for both the contractor and the disabled citizen who are in fact unable by reason, age or infirmity to place their containers at the roadside.
22. The contractor shall be required to clean any damage to roadways resulting from any spillage and or leakage from the trucks. The contractor will have 30 days from

the date of the initial complaint to have the spillage/leakage cleaned from the roadway.

SCOPE OF SERVICES

Residential Curbside Solid Waste Collection

The Lee County Board of Commissioners requires residential curbside solid waste collection services for residential dwellings contained within its County limits. The equipment to be used, materials to be collected, service frequencies, and all other requirements are listed below.

1. The contractor will be required to provide a cart of not less than ninety (90) gallons for each occupied residential dwelling to be serviced on a weekly basis within seven (7) days of submitted request.
2. Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 may be placed in the container for collection.
 - a. Containers must be placed at the curb no later than 7:00AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic. In some areas curbside service is not possible. Those Customers must place their containers in a mutually agreed upon location with the contractor.
3. All waste collected shall be delivered to a solid waste facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste.
4. Contractor is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.
5. All complaints received by the contractor before 1:00PM shall be resolved by 6:00PM on the day the complaint was received. All complaints received after 1:00PM shall be resolved by noon the next day. The contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The contractor shall provide a monthly report to the County, which will include copies of the daily reports for the prior month. Any complaints reported to the contractor by the Lee County Board of Commissioners are to be resolved within 24 hours. Any complaints not resolved by the contractor will result in a fee of \$50.00 that will be deducted from the following month's invoice in the manner previously established in this document.
6. **Customer Service Center.** The contractor will operate and maintain a Customer Service Center with the following minimum standards:

- a. Open between the hours of 8:00AM and 5:00PM, Monday through Friday, during such time calls must be answered by a Customer Service Representative. An emergency contact number must be posted on the County's and/or contractor's website and on customer bills.
 - b. During all other times, calls to the Customer Service Center will be received by an answering service or machine.
 - c. The contractor should implement procedures approved by the Lee County Board of Commissioners whereby complaints can be received via fax, e-mail and website.
7. The contractor shall create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the Lee County Board of Commissioners' carbon footprint. Prior to service implementation, the contractor must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the Lee County Board of Commissioners to display on its website.
8. **Collection Routes.** The contractor shall further establish routes for the collection of solid waste. The contractor's collection schedule and collection routes shall be filed with the Lee County Board of Commissioners.
9. **Collection Route Schedule.** The contractor shall establish with the Lee County Board of Commissioners a schedule addressing the days of the week each collection shall be executed. This schedule will not vary or change without the written permission of the Lee County Board of Commissioners, except in situations as allowed in other passages of these specifications (e.g., holiday schedule, etc.).
 - a. No collection shall be made before 7:00AM or after 7:00PM, except by express authorization of the Lee County Board of Commissioners. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pickups and holiday weeks as described above.

Commercial Curbside Solid Waste Collection

The Lee County Board of Commissioners requires commercial solid waste collection services for commercial establishments contained within its County limits. The equipment to be used, materials to be collected, service frequencies, and all other requirements are listed below.

For commercial establishments in the unincorporated areas of Lee County, the initial basic monthly rate for collection shall be based on the size of each container utilized by a commercial establishment and on the number of weekly services provided.

1. The contractor will be required to provide a dumpster of not less than four (4) cubic yards for each commercial establishment to be serviced on at least a weekly basis. Six (6) cubic yard and eight (8) cubic yard dumpsters must also be available for commercial customers as well as the option to have multiple pickups weekly. Dumpster size and frequency will be negotiated between the contractor and the customer.
2. All waste collected shall be delivered to a solid waste facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste.
3. Contractor is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.
4. All complaints received by the contractor before 1:00PM shall be resolved by 6:00PM on the day the complaint was received. All complaints received after 1:00PM shall be resolved by noon the next day. The contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The contractor shall provide a monthly report to the County, which will include copies of the daily reports for the prior month. Any complaints reported to the contractor by the Lee County Board of Commissioners are to be resolved within 24 hours. Any complaints not resolved by the contractor will result in a fee of \$50.00 that will be deducted from the following month's invoice in the manner previously established in this document.
5. **Customer Service Center.** The contractor will operate and maintain a Customer Service Center with the following minimum standards:
 - a. Open between the hours of 8:00AM and 5:00PM, Monday through Friday, during such time calls must be answered by a Customer Service Representative. An emergency contact number must be posted on the County's and/or contractor's website and on customer bills.
 - b. During all other times, calls to the Customer Service Center will be received by an answering service or machine.
 - c. The contractor should implement procedures approved by the Lee County Board of Commissioners whereby complaints can be received via fax, e-mail and website.
6. The contractor shall create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the Lee County Board of Commissioners' carbon footprint. Prior to service implementation, the contractor must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic

format that enables the Lee County Board of Commissioners to display on its website.

Personnel

1. All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program.
2. Must be in a company uniform (shirt, at least), to be defined by the contractor in the bid submittal, and must be recognizable as representative of the contractor's company. The uniform must be maintained, clean, and in good repair.
3. Personnel must maintain a clean appearance.
4. The contractor must maintain a courteous demeanor when dealing with the residents and businesses of Lee County.
5. At no time will the contractor or its personnel search through the garbage that is collected in Lee County.
6. In the collection of solid waste, the contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and **agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition.** The contractor will not be allowed to transfer solid waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of Lee County and need to dispose their loads into a larger vehicle. In addition, the contractor will not be allowed to store containers of any kind in common areas or in the right-of-way. If an unsightly or unsanitary condition results from an action of the contractor, the contractor shall respond within four (4) hours of receipt to the satisfaction of the Lee County Board of Commissioners.

EXECUTION OF PROPOSAL

DATE: _____

The potential contractor certifies the following by placing an "X" in all blank spaces:

- ___ Proposal was signed by an authorized representative of the firm.
- ___ Potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ Labor costs associated with this project have been determined and detailed in the proposal, including all direct and indirect costs.
- ___ Potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation to Bid**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative and Title (Print)

Contractor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

**PROPOSAL PRICING FORM WITH HAULER, HANDLING, BILLING AND
COLLECTION SERVICES**

*There are approximately 10,050 Solid Waste Collection accounts with Lee County as of February 2022 and the current price for one 90 Gallon can is \$23.00. The current price, when picked up weekly, for the three dumpster sizes is as follows: The four (4) cubic yard dumpster is \$88.61, the six (6) cubic yard dumpster is \$132.92, and the eight (8) cubic yard dumpster is \$177.22.

Option 1. Cost for Weekly Solid Waste Collection for Lee County residents and businesses.

90 Gallon (at a minimum) Can

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ _____

Rate per month, per additional unit
\$ _____

Dumpsters

Four (4) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ _____

Rate per month, per additional unit
\$ _____

Rate per unit, for additional weekly pickup
\$ _____

Six (6) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ _____

Rate per month, per additional unit
\$ _____

Rate per unit, for additional weekly pickup
\$ _____

Eight (8) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ _____

Rate per month, per additional unit
\$ _____

Rate per unit, for additional weekly pickup
\$ _____

Option 2. Cost for Weekly Solid Waste Collection Services for Lee County residents and businesses INCLUDING the cost for billing services.

90 Gallon (at a minimum) Can

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ _____

Rate per month, per additional unit

\$ _____

Dumpsters

Four (4) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ _____

Rate per month, per additional unit

\$ _____

Rate per unit, for additional weekly pickup

\$ _____

Six (6) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ _____

Rate per month, per additional unit

\$ _____

Rate per unit, for additional weekly pickup

\$ _____

Eight (8) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ _____

Rate per month, per additional unit

\$ _____

Rate per unit, for additional weekly pickup

\$ _____

Lee County, Georgia

Non-Collusion Certification

The undersigned bidder certifies that I have not directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

Authorized Signature: _____

Name Printed: _____

Name of Company: _____

Date: _____

Lee County, Georgia

Drug Free Workplace Certification

The undersigned certifies that the provisions of Code Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated (O.C.G.A) relating to the Drug Free Workplace Act have been complied with in full. The undersigned further certifies that:

- 1.) A drug free workplace will be provided for the contractors employees during the performance of the contract, and
- 2.) Each contractor who hires a subcontractor to work in a drug free workplace shall secure from that contractor the following written certification:

As part of the subcontracting agreement with _____, this company certifies to the contractor that a drug free workplace will be provided for the subcontractors employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3.

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Authorized Signature: _____

Name Printed: _____

Name of Company: _____

Date: _____



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

SAVE AFFIDAVIT REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT

STATE OF GEORGIA
LEE COUNTY

By executing this affidavit under oath, as an applicant for a Lee, County Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits", I am stating the following with respect to my ability to enter into a contract with Lee County: *[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]*

1) ____ I am a United States citizen

OR

2) ____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This ___ day of _____, 2022

Signature of Applicant: _____

Printed Name: _____

Alien Registration number for non-citizens: * _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ___ DAY OF _____, 2022

Notary Public

My Commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Lee County is a thriving, vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and lifelong opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Lee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify No.

Date of Authorization

Name of Contractor

Legal Address

Zip Code

Contract Amount: \$ _____

Name of Project

Name of Public Employer

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

Executed on _____ day of _____, 2022 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 _____, 2022

NOTARY PUBLIC

My Commission Expires:



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [name of contractor] on behalf of [name of public employer] has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and a date of authorization are as follows:

E-Verify No.

Date of Authorization

Name of Subcontractor

Legal Address

Zip Code

Contract Amount: \$ _____

Name of Project

Name of Public Employer

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

Executed on ____ day of _____, 2022 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 _____, 2022

NOTARY PUBLIC

My Commission Expires:
