

# JPSA Transportation Bid July 2019

---

## I. Instruction to Bidders

### A. Bid Submittal

The **Wythe Bland Joint Public Service Authority** will receive bids to provide solid waste transportation until 2:00 PM on July 17, 2019. The bids shall be opened publicly at 2:00 PM at the Wythe County Administration Building. The bids shall be sealed and clearly marked Bid for Solid Waste Transportation Services. The address for submitting proposals is 340 South Sixth Street, Wytheville, Va. 24382. Proposals received after 2:00 PM local prevailing time shall not be accepted.

### B. Proposed Bid

Proposed bid prices for solid waste transportation shall be a guaranteed price for an initial contract period of five (5) years with the JPSA having the option to renew for one additional five (5) year term. The guaranteed price shall be broken down into two components. The first component shall be equipment and labor, which shall be quoted on a per mile basis to and from the JPSA and selected landfill. The actual mileage to and from the selected disposal site shall be used in the contract between the JPSA and the most responsive firm. The second component shall be fuel, which shall be adjusted either upward or downward at the end of each month based on the daily average for that month based on the pump price of diesel fuel at Flying J at Exit 77 in Wythe County which shall be maintained by the Operations Manager of the WBJPSA. For bidding purposes, the fuel base price shall be \$4.00 per gallon. The prices quoted shall be based on a per ton price based on the scale ticket tonnage at the solid waste disposal facility as shown below. The equipment and labor cost shall be a guaranteed price and may be adjusted upon renewal of the contract after the initial term based upon the CPI increase for the term on the anniversary date of the contract. The CPI increase, however, shall be capped at 3%.

Price per ton for the initial term of the contract for each of the following facilities listed in Addendum #1:

<b>Waste Management (Iris Glen)</b>	
Equipment & Labor Price per mile _____	\$ _____
Fuel Cost per mile _____	\$ _____
<b>New River Resource Authority (Cloyds Mountain)</b>	
Equipment & Labor Price per mile _____	\$ _____
Fuel Cost per mile _____	\$ _____

# JPSA Transportation Bid July 2019

---

## Tazewell County Landfill

Equipment & Labor Price per mile \_\_\_\_\_ \$ \_\_\_\_\_

Fuel Cost per mile \_\_\_\_\_ \$ \_\_\_\_\_

## Bristol VA City Landfill

Equipment & Labor Price per mile \_\_\_\_\_ \$ \_\_\_\_\_

Fuel Cost per mile \_\_\_\_\_ \$ \_\_\_\_\_

## Advanced Disposal – Blountville, TN

Equipment & Labor Price per mile \_\_\_\_\_ \$ \_\_\_\_\_

Fuel Cost per mile \_\_\_\_\_ \$ \_\_\_\_\_

### C. Site Inspection

Before submitting the proposal, each 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 and the operating permit of the JPSA issued by VDEQ. Each bidder shall certify they have reviewed the records/operations of the transfer station and understand the operational requirements of each proposed solid waste disposal site. A copy of the signed certification shall be included as part of the bid package submitted by any firm bidding on any option.

### D. Prices

The bidder shall submit unit prices as indicated on the bid Form. The quantities listed on the Bid Form are for the purposes of comparison and evaluation of the bids.

### E. Withdrawal of Bids

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

### F. Pre-Award Cost

The request for bid proposal does not commit the JPSA to pay any cost incurred or associated with the development, preparation, and/or presentation

# JPSA Transportation Bid July 2019

---

of the bid submitted by the bidder. All cost incurred by the bidder in responding to the RFP are the responsibility of the bidder.

## **G. 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 or any kind. The JPSA reserves the right to reject any or all proposals for any reason it deems necessary and to waive any informality or technical error as may be deemed necessary for the best interest of the JPSA.

## **H. Insurance**

Each bidder shall provide a copy of their current Workmen's Compensation, Automobile Public Liability and Property Damage and General Liability with their bid. The successful bidder shall provide and maintain insurance in the amount of \$2,000,000 for the duration of the contract. The successful bidder shall provide the JPSA with a certificate of insurance or other evidence as required, which shows the insurance is in force which requires that the JPSA be notified of cancellation. The JPSA shall be named as coinsured on the policy.

## **I. Information not guaranteed**

Information provided in the Request for Bid 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 tonnage's will continue in the future.

## **J. Right to Inspect**

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

## **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. The

# JPSA Transportation Bid July 2019

---

Facility is closed on the following holidays: New Years Day, Presidents Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the receiving facility is closed on other days the JPSA shall not accept solid waste on those days.

## B. Definitions

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

Bid – The bidder, applicant, person, firm, or corporation's written response to this Request for Bid. Used interchangeably with "Proposal."

PSA – Wythe Bland Joint Public Service Authority

Contractor – The applicant, person, firm, corporation, or partnership proposing to provide services for transfer station service, transport and/or disposal of solid waste in a sanitary landfill, and who submits a written proposal 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 RFP, 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.

# JPSA Transportation Bid July 2019

---

- (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 of 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 “RFP.”

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) shall perform all activities associated with transportation of the solid waste as specified in the instruction to bidders. The successful bidder(s) shall furnish all labor, equipment and materials to provide the proposed service, in compliance with all federal, state and local

# JPSA Transportation Bid July 2019

---

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 request for bids.

## 1. General

The successful bidder agrees to furnish all labor, equipment and materials necessary to complete the work he bids under any of the options available.

### a. **Technical Qualifications**

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

- i. A description of services to be provided which demonstrates an understanding of the scope of services necessary. This description should include all requirements necessary to provide the services bid.
- ii. Provide a list of any known surcharges and regulatory agency(ies) that implement and how they are implemented and when.
- iii. Demonstrates that the bidder has the necessary qualifications licenses and permits, and at least three (3) years experience for the bid specified. If subcontractors are proposed, they must be identified.
- iv. A list of any complaints made against the company in the last (3) years.
- v. A list of the transportation facilities and other transfer stations serviced by the Proposer and any affiliates in the State. The list shall include the following information:
  - Name and location, transportation service, disposal site(s), and/or transfer stations
  - Site owner(s)
  - Average annual wastes transported
  - Starting date of Contractor's operations, and list of references and a statement of permission to contact references
  - List of any Notice of Violations or non-conformance in past five years

# JPSA Transportation Bid July 2019

---

## **D. Organizational Qualifications**

At a minimum, the proposal 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). Resumes of each person shall be included with bid.
- ii. Additional services that may be required but not included in the Request for Bids.

## **E. 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 due performance of all terms and condition of the contract.

## **F. Nondiscrimination**

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

## **G. 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.

# JPSA Transportation Bid July 2019

---

## **H. 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.

## **I. Performance Bond**

At the JPSA's request, the successful bidder may be required to furnish a performance bond in the aggregate amount which equals one month's service to the JPSA or other security approved by the JPSA as a guarantee of performance. All proposals must contain a statement of the bidder's willingness to furnish such security.

## **J. Contract Terms**

All items included in this request for bids must be included with the bid. The bidder must indicate that this information 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 Virginia and shall be adjudicated in Wythe County.

## **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



# JPSA Transportation Bid July 2019

---

## Section A

### Company Affidavit

The affiant states with respect to this proposal to JPSA:

I (we) hereby certify, that if the contract is awarded to our firm, 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 RFP and this proposal, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this proposal, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the proposal 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: \_\_\_\_\_

Addendum #1

**Advanced Disposal**

385 Harr Lane  
Blountville, TN 37617

**Bristol Landfill (Balefill)**

City of Bristol  
2125 Shakesville Road  
Bristol, VA 24201

**Waste Management**

**Iris Glen Environmental Center**

City of Johnson City  
1705 East Main Street  
Johnson City, TN 37601

**New River Resource Authority -Cloyd's Mountain**

7100 Cloyd's Mountain Road  
PO Box 1246  
Dublin VA 24084

**Tazewell County Landfill**

Tazewell County  
2475 Lynn Hollow Rd  
North Tazewell, VA 24630