



**INVITATION TO BID
WESTMORELAND COUNTY TRANSFER STATION
WESTMORELAND COUNTY, VIRGINIA**

INTENT: It is the intent of this Invitation to Bid to establish a term contract with a vendor(s) to provide solid waste collection, handling, hauling and disposal services at the Westmoreland County Solid Waste Transfer Station (hereinafter referred to as "Transfer Station"). The successful vendor must provide the means to collect and transport solid wastes for out-of-county disposal at the most reasonable cost to the County and consistent with the industries level of services.

RECEIPT AND OPENING OF BIDS: The County of Westmoreland (the "County") invites and will receive bids on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at the Office of the County Administrator until 10:00 a.m. prevailing time on March 18, 2009 and publicly opened and read aloud on the aforesaid date. The envelopes containing the proposals must be sealed and addressed to the County Administrator, County of Westmoreland, and plainly marked "Proposal for Westmoreland County Transfer Station Services."

ADDENDA AND EXPLANATIONS: Explanations desired by a prospective vendor shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be made available to each vendor. Every request for such explanation shall be made in writing addressed to the County Administrator. Any verbal statements regarding the same by any person prior to the award shall be unauthorized and not binding.

Addenda issued to vendors prior to the date of receipt of submissions shall become part of the contract documents, and all proposals shall include the work described in the addenda.

No inquiry received within (7) seven days of the date fixed for the submission and opening of bids will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective vendors (at the respective addresses furnished for such purposes), not later than (5) days prior to the date fixed for the bid opening.

SCOPE: The vendor shall provide solid waste collection at the Westmoreland County Solid Waste Transfer Station and hauling services to an approved landfill outside the county. The bidder shall provide supervision and services for the residential convenience site located adjacent to the transfer station.

Wastes generated outside the county cannot be accepted at any waste management facility in the county unless approved by the Board of Supervisors in advance of such request.

Provide sufficient number of open top containers to handle the flow of residential trash at the convenience site adjacent to the transfer station.

Provide three-part ticket service to document each load transported to the Westmoreland County Solid Waste Transfer Station. Tickets shall be submitted with each monthly invoice in order for payment to be made. Incomplete tickets will result in non-payment of the invoice until information is presented in a form acceptable to the Westmoreland County Finance Department.

Provide fully trained personnel to operate the transfer station. These employees shall be responsible for keeping the entire site cleaned and maintained. These employees shall be trained to recognize hazardous and unacceptable waste under contractual guidelines. They shall be trained in basic first aid and know how and when to summon aid from county fire and rescue departments.

Vendor shall maintain all equipment and structures in good working order and workmanlike appearance.

DISPOSAL: The disposal of refuse received at the Westmoreland County Solid Waste Transfer Station shall be at an approved landfill. In the event that the transfer station were to become inoperable, the vendor would be required to make alternate arrangements to direct haul to the designated landfill.

EQUIPMENT: The vendor will be responsible for providing all equipment to complete the terms of this service.

TERMS: The term of this contract will be for 10 years. The contract may be extended by mutual agreement for an additional five-year term.

AWARD: The County intends to award this bid in aggregate to the lowest responsible bidder capable of providing the service to the County. The County reserves the right to reject in whole or part any submitted bid when in the best interest of the county.

COMPETENCY OF VENDOR: The opening and reading of the bids shall not be construed as an acceptance of the Vendor as a qualified or responsible bidder. The County reserves the right to determine the competence and responsibility of a vendor from its knowledge of the vendor's qualifications or from other sources.

The County shall require submission with the proposal the following supporting data regarding the qualifications of the vendor in order to determine whether it is a qualified, responsible vendor.

The Vendor will be required to furnish the following information:

- A. An itemized list of the Vendor's equipment available for use on the contract.
- B. A copy of the latest available financial statement of the Vendor.
- C. Evidence that the vendor is in good standing under the laws of the State of Virginia, and, in the case of corporations organized under the laws of any other state, evidence that the vendor is licensed to do business and in good standing under the laws of the State of Virginia or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- D. Evidence in form and substance satisfactory to the County that the vendor has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience in refuse collection and disposal.

DISQUALIFICATION OF VENDORS: Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a vendor and the rejection of its proposal:

- A. Evidence of collusion among vendors.
- B. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Default on previous municipal or county contracts for failure to perform.

PRICE: The price will remain firm/fixed for the initial twelve month period. The itemized costs may be adjusted per CPI with a 5% per year cap. The Consumer Price Index for the Southern United States for Class D areas will serve as the sole point of reference for any requested increase. The vendor may submit a written request for an adjustment on or before March 1 of each year in the Base Fee Schedule based upon the net percentage change in the CPI for the most recent 12 month period available. The vendor shall include a revised Base Fee Schedule and appropriate documentation to the County indicating the adjusted rates on the Base Fee Schedule which shall become effective beginning on July 1 of the next fiscal year. All requested increases shall be approved by the Board of Supervisors during the budget process before becoming effective.

PAYMENT TERMS: All billing is to be done on a monthly basis. The vendor shall submit an original invoice with appropriate documentation. The Westmoreland County Finance Department will provide the successful vendor with the deadlines for submission of invoices to be paid with the County's regular accounts payable dates. Invoices are to be mailed to: Westmoreland County Finance Department, P. O. Box 1000, Montross, VA 22520.

NOTICE TO BIDDERS: Each bidder, before submitting a bid, shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

SECURITY FOR PERFORMANCE: The bid shall be accompanied by a letter from a corporate surety company satisfactory to the County stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful Vendor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.

The successful vendor will be required to furnish a performance bond as security for the faithful performance of this contract. Such performance bond must be 100% of the contract bid.

The form of the bond is appended hereto.

The surety on the bond shall be a duly authorized corporate surety company licensed to do business in the State of Virginia.

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

INSURANCE: The Vendor shall be required to carry, for the life of the contract with the County, Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverages specified below, in addition to any other contractual liability assumed by the Vendor, and shall deliver Certificate(s) of Insurance from carriers acceptable to the Vendor specifying such limits, with the County and the participating localities named as additional insured parties. The Insurer shall provide the County with thirty (30) days notice of its decision to cancel, change or fail to renew coverage. The County reserves the option to increase the required insurance amounts on an annual basis and for any renewal term, if the contract is renewed beyond the initial term.

A. Worker's Compensation and Employer's Liability

Coverage A	Statutory Requirements
Coverage B	\$100,000 per Occurrence
Coverage C	\$100,000/\$100,000 Accident and/or Disease
All States Endorsement	

Employer's Liability Coverage will be required of the Vendor and any Sub-vendor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute.

B. Automobile Liability including Owned, Non-Owned and Hired Car Coverage

<u>Limits of Liability =</u>	
Bodily Injury	\$1,000,000 each person \$3,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

C. Comprehensive General Liability

<u>Limits of Liability =</u>	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Bodily Injury & Property Damage	\$2,500,000 Aggregate
Including:	
A.	Completed Operations/Products
B.	Contractual Liability for Specified Agreements
C.	Personal Injury
D.	(XCU) Explosion, Collapse and Underground Coverage
E.	Broad Form Property Damage

NOTE: TO SATISFY THE REQUIREMENTS OF SUB-PARAGRAPH "D" above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall include the symbols "X-C-U."

The Vendor shall provide insurance certificates showing compliance with the above requirements to the satisfaction of the County before the award of contract. Failure to comply with this requirement may be cause for termination of a resulting contract, in the sole discretion of the County.

All Insurance shall be provided by independent insurance underwriters authorized to do business in the Commonwealth of Virginia. Prior to the commencement of work, the Vendor shall furnish the County with Certificates of Insurance or other satisfactory evidence that such insurance has been produced and is in force naming the County as "Additional Insured Parties." Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the County. To the extent permitted by

law, the County reserves the right to require, at its sole discretion, that all or any part of required insurance coverage(s) be provided by an independent insurance underwriter or through a plan of self-insurance.

RESPONSIBILITIES OF VENDOR: At his own expense, the vendor shall:

- A. Obtain all necessary licenses and permits.
- B. Provide competent superintendency.
- C. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of his fault or negligence.

TERMINATION FOR DEFAULT: The vendor's right to perform this contract may be terminated by the County in event services are not performed as called for in the contract. Thereafter, the County may have the service performed by others and the vendor shall be liable for all costs to the County in excess of the contract price for the remaining portion of the current contract period.

TERMINATION FOR CONVENIENCE: If the County elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The vendor will be paid for all approved services rendered through the date of termination. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.

ASSIGNMENT: The vendor shall not assign the contract to any other party without the written approval of the Westmoreland County Board of Supervisors.

INTERRUPTED SERVICE: After an interruption caused by severe weather or other disaster the vendor must be prepared to complete the work without unnecessary delays.

INSPECTION AND ACCEPTANCE: The County's inspection and acceptance of the contractual compliance will be accomplished by the County Administrator or his designated representative.

ADDITIONS/DELETION OF LOCATIONS: Locations may be added or deleted from any contract award hereunder at the discretion of the County. In the event that additional locations would be added during the term of this contract, the itemized costs provided by the vendor will be applicable to these locations.

HOLIDAYS EXCLUDED: Holidays pertaining to this collection proposal in Westmoreland County are Thanksgiving Day, Christmas Day, and New Year's Day.

COMPLIANCE WITH LAWS AND REGULATIONS: The vendor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

CLEANING: During the pickup operation each container pickup area shall be left clean and free of loose particles of paper, cardboard boxes, wood crates, scraps and other refuse around the convenience site to the satisfaction of the County Administrator or his designated representative.

TRUCK CAPABILITY: All trucks used in accordance with the provisions of this contract shall be of a type capable of lifting, transporting, and dumping the specified cubic yard containers identified in this bid document. The trucks shall be equipped with a fully enclosed body sufficiently tight in construction to prevent leakage or spillage of the loaded refuse.

DESIGNATED CONTRACT: The vendor shall designate a location and individual of the firm who may be contacted for service under the provisions of this contract. Corrective action must be taken in response to all complaints received concerning service under the provisions of this contract from the County Administrator or his designated representative within a 24 hour period of receipt of the complaint. Failure to respond with prompt corrective action may provide a basis for termination for default.

CLEANING CONTAINERS: The vendor will be responsible for steam cleaning the containers quarterly and sanitizing them weekly. The vendor will also be responsible for painting the containers annually and keeping them neat in appearance. If other repairs are necessary to the containers the vendor will be responsible for having them repaired at their own expense.

PICKUP ADJUSTMENTS: The County Administrator or his designated representative shall have the right to require the vendor to relocate containers and adjust pickup times within a 48 hour period.

DAMAGES: The vendor will be responsible for 100% of repair or replacement cost for damages caused by his employees.

DEDUCTIONS: If the vendor fails to make a scheduled pickup the County may deduct charges, on a pro-rata basis, from monies owed to the vendor. The County shall also reduce payments if it is determined that refuse from outside the county is being included under this proposal or that waste is mixed with unacceptable materials (i.e. tires, unapproved materials, etc.). The County shall also make deductions if the full services required by this Invitation To Bid are not complied with as stated.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____(hereinafter call "Principal"),
as Principal, and _____, a corporation
organized and existing under the laws of the State of Virginia and authorized to transact business in the State
of Virginia (hereinafter called "Surety"), as Surety, are held firmly bound unto the County of Westmoreland
(hereinafter called "Obligee"), as Obligee, in the penal sum of _____
Dollars (\$_____), good and lawful money of the United States of America, for the payment of
which, well and truly to 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 the Obligee, dated the _____ day
of _____, 2009, for Westmoreland County Solid Waste Transfer Station Services, which Contract
is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully
perform the Contract on his 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 he may suffer 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 the 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 _____, 2009.

(SEAL)

PRINCIPAL

By: _____

(SEAL)

SURETY

By: _____

**WESTMORELAND COUNTY, VIRGINIA
INVITATION TO BID
TRANSFER STATION
QUOTATION SHEET**

	Unit Cost	Estimated Annual
Solid Waste Disposal Fee (Per Ton)	_____	_____
Waste Transportation Fee (Per Ton)	_____	_____
Convenience Center Operations (Per Month)	_____	_____
Transfer Station Operating Charges (Per Month)	_____	_____
TOTAL		_____

Company Name _____

Street _____

City _____

State/Zip _____

Phone _____

Authorized Representative _____

Title _____

Signature _____

Date _____

NOTE: Bid prices will remain fixed for a period of 90 days from the bid opening date. The County also reserves the right to negotiate with the lowest responsible bidder on additional cost effective alternatives than identified in this invitation to bid.