

Request for Proposals  
RFP Item #COLG16-540-01

Residential / Light Commercial Solid Waste Collection Services  
For  
The City of Locust Grove

RFP Due: **Monday, February 15, 2016 @ 12:00 P.M. (revised date)**  
Mandatory Pre-Proposal Conference: Tuesday, January 26, 2016 @ 2:00 P.M.  
Question Deadline: Friday, January 29, 2016 @ 4:00 P.M.

Sealed proposals for the curbside collection of municipal solid waste for the City of Locust Grove ("City") will be received at the Office of the City Manager, located at 3644 Highway 42, Locust Grove, Georgia, 30248 **until 12:00 P.M., February 15, 2015 at which time, proposals** will be opened and publicly read.

The City of Locust Grove reserves the right to accept or reject all proposals and to waive technicalities and informalities, change the Scope of Work, and amend the Request for Qualifications as it desires. The City reserves the right to negotiate with any Consultant and to select the Consultant that best meets the City's needs. The City of Locust Grove is an Equal Opportunity Employer. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, the City of Locust Grove does not discriminate on the basis of handicapped status in the administration of the operation of its selection process. Finally, all aspects of the HB 87 Georgia Immigration Act must be met by the selected consultant, including any and all subcontractors and agents as covered under the Law.

Instructions for preparation and submission of the proposal are contained in the attached packet. Any changes to the conditions and specifications for this RFP must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. Any proposal submitted which does not acknowledge the receipt of an addendum will not be considered.

Should you have any questions concerning the proposal documents, or need additional information, you may contact Tim Young at (770) 957-5043 or by email at [tyoung@locustgrove-ga.gov](mailto:tyoung@locustgrove-ga.gov).

Mailing Address for proposal submission:

*Tim Young – City Manager  
PO Box 900  
3644 Highway 42  
Locust Grove, GA 30248*

*RFP Response - RFP COLG16-540-01  
Residential / Light Commercial Solid Waste Collection Services*

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## SECTION 1 – SUBMISSION INSTRUCTIONS

**Purpose:** The purpose of this document is to provide information to Proposers' for submitting a proposal to supply the City with the services contained within.

- 1.1. Standards for Acceptance of Proposal:** The City reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejections or waiver is in the best interest of the City.

Each proposal shall be made on the attached Proposal Form, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The proposal of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number must be stated. Submit one (1) original and seven (7) copies of the proposal, along with one (1) separate sealed pricing proposal.

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- 1.2. Proposal Opening:** Sealed Proposals shall be opened publicly in the presence of one or more witnesses at the time and place designated in the RFP. The inclusion of a separate, sealed pricing proposal shall be noted as included for analysis after initial analysis of each proposal shall be noted as well as other such other relevant information as the City's Designated Contact deems appropriate, together with the name of each Proposer/vendor shall be recorded.

- A.** Provided that the proposal is delivered to the City's Designated Contact at the time, place, and under the conditions contained in the RFP, the proposals shall be conditionally accepted without alteration or correction pending evaluation. By submission of their proposal, Proposers' warrant that their proposed pricing, terms and conditions will be firm for acceptance for a period of sixty (60) days from opening date.

- 1.3. Award of Contract:** The contract, if awarded, will be awarded to the most responsive and responsible Proposer who demonstrates the greatest value and benefit to City. Criteria will be based not solely on price alone, but shall weigh proportionately into the consideration in providing the basic value. Additional criteria will be on the financial strength of the organization, reputation from cities of similar or larger size, and the proposed service elements in the proposal.

- 1.4. Contract Negotiation:** Upon receiving the notification for award from City, the City shall submit a final contract for negotiation/execution.

- 1.5. Notice to Proceed:** The successful Proposer shall not commence work under this invitation to proposal until duly notified by receipt of contract signed as executed by the Mayor as authorized by the City Council and any attestation by the City Clerk or their designee.

- 1.6. Qualified Proposer:** A "Qualified Proposer" is defined for this purpose as one who meets all requirements for licensing, insurance and service contained within these specifications including attendance of the MANDATORY PRE-PROPOSAL CONFERENCE.

- 1.7. Minimum Qualifications:** Each Proposer shall have no less than five (5) years of residential curbside solid waste collection experience in the State of Georgia. They must provide references for at least three (3) cities, with which they are currently providing service for. The referenced cities must hold a population that is comparable to, or larger than, the population of Locust Grove, Georgia. Each city

customer must respond favorably to the reference inquiry with no history of unresolved service issues or concerns.

## **SECTION 2 – SUBMISSION REQUIREMENTS**

**Purpose:** The purpose of this document is to provide information to Proposers' for submitting a proposal to supply the City with the services contained within.

### **2.1. How to Prepare Proposals:**

All proposals shall be:

- A. Prepared with the forms enclosed, along with written explanations where applicable.
- B. 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.
- C. Completed in their entirety containing all information required by the RFP.
- D. Submitted in a sealed package, plainly marked with "Proposal Response – RFP COLG16-540-01" and the title "Curbside Solid Waste Collection Services" along with the name and address of the Proposer.
- E. Mailed or delivered in sufficient time to ensure receipt by the City's Designated Contact on or before the date and time specified. RFPs not received by the time and date specified will not be opened.
- F. Contained and organized in a three ring binder that shows the name of the Proposer and the title of the RFP on the front cover. The contents of the proposal shall be identified with eight (8) tabbed sections, as follows:

1. *Proposal Forms*

This section should include the Proposal Pricing Form, Non-Collusion Affidavit, and the Employment Eligibility Form.

2. *Company Information*

This section should contain the name, address, history and current description of Proposer. All contact and facility information associated with the delivery of service for this contract should be included. (Not to exceed 16 single sided or 8 double sided pages)

Submit a comprehensive list of all primary and secondary landfills, transfer stations, and recycling centers to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.

3. *Financial Information*

This section should contain a copy of the Proposers' Business License, Tax ID Form W-9, Proof of Insurance and evidence of financial strength and ability to properly serve its clients.

4. *Experience & References*

This section should contain a description of curbside solid waste collection experience in the State of Georgia. Include at least three (3) references for city contracts with the same or a greater population than (Locust Grove, Georgia). Each reference must include the number of homes served and a summary of the type and frequency of service.

5. *Service Proposal*

This section should describe the Proposers' approach to each of the required services including the, type of equipment to be used, routing strategy, intended disposal site, 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.

6. *Promotion & Education*

This section should include a description of the Proposers' commitment to promoting, educating and informing residents of program information and any changes in service. Samples of materials used in other Georgia cities should be included.

7. *Additional Services*

This section should include a description of any additional services offered to the City by the Proposer, and, at the minimum, include: Bulk Pickup program and schedule, recycling center provisions for containers and requirements, solid waste collection for city facilities, and any other item Proposer wishes to be given additional consideration.

8. *Alternate Proposals & Exceptions*

This section should contain a list of items from the standard service requirements that the Proposer is not capable of, or willing to, deliver. This section may also include alternative approaches to the management and service delivery of the City's solid waste program. Pricing for alternative proposals shall be separated out in the separate, sealed pricing proposal and referred to the specific page/section of the proposal.

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9. *Miscellaneous*

This section should contain any additional information that the Proposer would like to present.

**2.2. 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. RFP Cover Sheet:** By signing and submitting this proposal form, Proposer acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications of this RFP.
- B. Separate (sealed) Proposal Pricing Form:** By signing and submitting the proposal pricing form, Proposer acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications of this RFP.
- C. Non-Collusion Affidavit:** By signing and submitting this affidavit, Proposer 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.
- D. Immigration Compliance Requirements:**
  - 1. E-Verify Requirements:** Contractor hereby verifies that it has, prior to executing this Agreement, executed an E-Verify Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit

C, and submitted such affidavit to the City of Locust Grove in person, electronically, or by mail.

2. **SAVE Requirements:** Pursuant to O.C.G.A. § 50-36-1, the City of Locust Grove must obtain a SAVE Affidavit and 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 City of Locust Grove. 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), a form of which is attached hereto as Exhibit D, and submitted such affidavit to the City of Locust Grove in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document evidencing the Contractor's legal status to the City of Locust Grove either in person or electronically (in compliance with the Uniform Electronic Transactions Act). 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). Employment Eligibility Verification: The Georgia Security and Immigration Act of 2006, as of July 1, 2009, requires all contracts with City of Locust Groves 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. This affidavit is attached.

### 2.3. Bonding Requirements:

- A. None

- 2.4. **Indemnification & Hold Harmless:** 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 City of Locust Grove, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as ("City of Locust Grove Parties")) 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 subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor or anyone else for whose acts the Contractor or subcontractor 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 City of Locust Grove or City of Locust Grove Parties. 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 City of Locust Grove or City of Locust Grove Parties by any employee of the Contractor or any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor 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 subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City of Locust Grove and City of Locust Grove Parties shall survive expiration or

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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**.

**2.5. General Insurance, Workers' Compensation:**

**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 subcontractors. All policies shall be subject to approval by the **City of Locust Grove's** Attorney as to form and content.

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**B. Minimum Limits of Insurance:** **Contractor** shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability of \$1,000,000 (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.
2. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (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.
3. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$5,000,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

**C. Self-Insured Retentions:** Any self-insured retentions must be declared to an approved by the **City of Locust Grove** so that the **City of Locust Grove** may ensure the financial solvency of the **Contractor**; self-insured retentions should be included on the certificate of insurance.

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**D. Other Insurance Provisions:** The policy is to contain, or be modified or endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage Requirements:**

- a) The **City of Locust Grove** and **City of Locust Grove Parties** are to be covered as and named as additional insured's as respects: liability arising out of activities performed by or on behalf of the **Contractor**; materials used in providing the services the subject of the **Agreement**; products and completed operations of the **Contractor**; premises owned, leased, or used by the **Contractor**; and automobiles owned, leased, hired, or borrowed by the **Contractor**. The coverage shall contain no special limitations on the scope of protection afforded to the **City of Locust Grove** or **City of Locust Grove Parties**.
  - b) The **Contractor's** insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the **City of Locust Grove** or **City of Locust Grove Parties**. Any insurance or self-insurance maintained by the **City of Locust Grove** or **City of Locust Grove Parties** shall be in excess of the **Contractor's** insurance and shall not contribute with it.
  - c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **City of Locust Grove** and **City of Locust Grove Parties**.
  - d) Coverage shall state that the **Contractor's** insurance shall apply separately to each insured against whom claim is made or suit is brought.
  - e) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
  - f) The insurer shall waive all rights of subrogation against the **City of Locust Grove** and **City of Locust Grove Parties** for the losses arising from work performed by the **Contractor** for the **City of Locust Grove**.
  - g) All endorsements to policies shall be executed by an authorized representative of the insurer.
2. **Workers' Compensation Coverage:** The insurer providing Workers' Compensation Coverage will waive all rights of subrogation against the **City of Locust Grove** and **City of Locust Grove Parties** for losses arising from work performed by the **Contractor** for the **City of Locust Grove**.
3. **All Coverages.**
- a) 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 **City of Locust Grove**. Such prior written notice shall be sent directly to: [City of Locust Grove, Attention: **Misty Titshaw**, City Clerk, PO Box 900, Locust Grove, GA 30248].
  - b) Policies shall have concurrent starting and ending dates.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-:VII.
5. **Verification of Coverage:** **Contractor** shall furnish the **City of Locust Grove** with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance

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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 **Contractor's** insurer in its normal course of business and shall be received and approved by the **City of Locust Grove** prior to execution of this **Agreement** by the **City of Locust Grove**. **The City of Locust Grove** 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.

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6. **Claims-Made Policies:** **Contractor** shall extend any claims-made insurance policy for no less than six (6) years after termination or final payment under the **Agreement**, whichever is later.

### SECTION 3 - GENERAL CONDITIONS

- 3.1. The successful Proposer will conform to all Federal, State, and Local laws and ordinances regarding solid waste, yard waste, and recyclables collections services.
- 3.2. **Exclusivity:** The successful Proposer will receive the exclusive right to all solid waste collection services performed within the city limits including, residential curbside, and light commercial 95-gallon cart pickup. Materials included in this exclusivity are municipal solid waste, recyclables, bulky waste, and yard waste, as all have been defined in the Georgia Comprehensive Solid Waste Management Act of 1990.
- 3.3. **Independent Contractor:** 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 City of Locust Grove. 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 subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the City of Locust Grove the right to direct Contractors to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City of Locust Grove with regard to the results of such services only.
- 3.4. **Contract Term:** The contracted term of service will begin on March 1, 2016 annually for a period of no more than two (2) consecutive years ending on February 28, 2018 with an option for renewal to successive periods pending review and approval by City Council no later than ninety (90) days prior to the end of each term. The City may terminate the agreement at the end of each term with notice given no sooner than sixty (60) days prior to the end of the term.
- 3.5. **Financial Strength:** Contractor shall show financial strength by a current ratio of assets to liabilities at an industry-accepted ratio, but a minimum ratio of 0.9 is required with ratio over 1.0 or higher desired.
- 3.6. **Prosecution of Work:** The Contractor will begin work upon receipt and acknowledgement of the "Notice to Proceed" as disseminated by the City, within ten (10) working days of said notice. The Contractor will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.

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3.7. **Coordination of Work:** Within ten (10) working days following “Notice to Proceed” (NTP), the contractor will provide a projected collections schedule, reflecting the list of addresses provided to the Contractor by the City.

3.8. **Definitions:**

A. **Residential Dwelling Unit** – any single home, two-family unit, four-family unit, all condominiums up to six units per building, and all apartment complexes up to eight units per building.

B. **Curb Collection** – The Contractor shall provide solid waste collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of Locust Grove. 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.

C. **Backyard Collection (For customers over 65 and disabled, or otherwise disabled/ infirm)** – Shall be defined that the Contractor shall collect solid waste at the Residential Dwelling Unit, but are not located within garages; or upon decks; or within a fenced area that is not easily accessible to the garbage collectors. The Contractor, at no additional cost, shall make available to customers that are disabled over 65 years of age, or otherwise disabled / infirm, a backyard collection as described herein. Qualification under this section shall be based on the customer providing the City with a letter from a physician, licensed in the State of Georgia, and the City verifying the customer is disabled over 65 years of age, otherwise disabled / infirm. Currently we service no more than ten (10) customers in this method.

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, and 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.

E. **Recyclables:** means those items defined below that are accepted at the Solid Waste Facility adjacent to Public Works on Mose Brown Drive without need for sorting. Items meeting the definition for recyclables include:

1. Containers:

- a) Aluminum and metal food cans
- b) Aluminum trays and foil
- c) Aseptic packaging and gable top containers (milk and juice cartons)
- d) Steel cans and tins

2. Plastics:

- a) PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- b) HDPE detergent and fabric softener containers (#2 colored plastic resin)

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- c) PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- d) LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- e) PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- f) #7 plastic resin grocery - narrow neck containers only

3. Paper:

- a) Newspaper, including inserts (remove plastic sleeve)
- b) Magazines, catalogues and telephone books
- c) Kraft (brown paper) bags
- d) Office, computer, notebook and gift wrap paper
- e) Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- f) Carrier stock (soda and beer can carrying cases)
- g) Junk mail and envelopes
- h) Paperback books (does not include hard cover books)
- i) Cardboard (no waxed cardboard)

F. **Large Household (White Goods)** – means those items other than normal household trash including, but not limited to: appliances, electronics, and any other items not meeting the items related to the residential curbside (bulk) definition which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

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3.9. **Rate Adjustments** – means that rates MAY be adjusted using the following items (3.9 A-C) below only after review and approval by the Mayor and City Council in a rate-case adjustment mechanism:

- A. **CPI:** The rate of inflation as reported by the Department of Labor’s Consumer Pricing Index for All Urban Consumers – U.S. City Average – Garbage and Trash Collection.
- B. **Adjustable Fuel Surcharges:** The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be requested to be added. If this rate drops below the 10% threshold the surcharge will be removed. Calculations and requests for adjustments may occur quarterly.
- C. **Unforeseen Increases:** In the event that the Contractors’ 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. All such rate adjustment requests shall not be unreasonably withheld.

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3.10. **Licenses, Permits, Etc.:** The Contractor covenants and declare that it as well as its employees, agents and subcontractors (inclusive of subcontractor’s employees and agents) have obtained and possess all diplomas, certificates, licenses, permits or the like required of the Contactor 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.

- 3.11. Exception or Waivers:** No failure by the City of Locust Grove 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 City of Locust Grove at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City of Locust Grove's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- 3.12. Holiday Schedule:** No collections shall be required on the six annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The Contractor shall provide to the City a list of the Contractor's recognized holidays.
- 3.13. Assignability:** The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the City.
- 3.14. Complaint Resolution:** Should Contractor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported (unless in the event as described in Section 3.15 below), then service shall be made by noon of the next business day to avoid a credit of Ten Dollars per missed service shall be credited on the next bill.
- 3.15. Force Majeure:** 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.
- 3.16. Emergency Failure to Perform:** In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the Customer Services Office of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department or the police provider for the City. The Contractor shall follow the instructions of the City to insure the public health, safety and welfare of the City.
- 3.17. Damages:** 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 his 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.
- 3.18. Liquidated Damages:** Should there be a failure to provide the services in a timely manner after proper notice and time to cure, the Contractor shall pay as liquidated damages in the amount of Five Hundred Dollars per day for failure to comply with the provisions of the contract for service.
- 3.19. Failure to Perform:** In addition to the provisions of the Performance Bond, if the Contractor fails to service the city on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the City, or caused by an act of God.

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**Commented [TY8]:** Clarified language regarding liquidated damages to provide for notice and time to cure, subject to the other provisions in case of fire/flood/Act of God, etc.

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**3.20. Dispute Resolution and Attorneys' Fees and Costs:** Any dispute between Owner and Contractor and/or any subcontractor, if possible, should be resolved between the parties without resorting to litigation. In the event of litigation the parties agree and consent to venue in the Superior Court of Paulding County, Georgia. The parties agree that in the event of litigation concerning the terms, enforcement, or performance of the Agreement, the successful party shall be entitled to recover its costs, including a reasonable attorneys' fee.

**SECTION 4 – SCOPE OF SERVICES**

The City requires residential curbside solid waste & recyclables collection services for approximately 1,100 homes contained within its city limits. The Contractor will also be required to provide residential cart service to businesses that request said service. The equipment to be used, materials to be collected, service frequencies and all other requirements are listed below.

**4.1. Residential Curbside & Backyard Garbage Collection:** Contractor will be required to provide New 95+ gallon cart for each occupied home to be serviced in accordance with the guidance below on a weekly basis. There are just over 1,900 residential units served at the current time, with an additional 55 commercial customers in the same cart as residential units. The average tonnage collected is approximately 200 tons per month of both garbage and bulk waste, which is also picked up on a weekly basis.

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**A. Cart Contents:** 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.

**B. Cart Placement:** Containers must be placed at the curb no later than 6:30 AM on the morning of collection and should be placed as close to the curb or edge of pavement as is safely possible without interfering with the flow of traffic.

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**C. Cart Overflow:** While the contractor is only required to remove materials contained inside the cart, there are times when there may be an additional box or bag of trash may not fit within or on top of the cart. Such incidents should be noted to determine if resident will be required to purchase additional cart for habitual instances at the next collection period. Residents requiring additional service on a one-time basis will do so by requesting an extra service no less than 24 hours prior to their scheduled day of collection, with exception of standard holiday periods where it is routine to have more than typical waste generation (Thanksgiving/Christmas, etc.). Residents must purchase an additional cart service for a more permanent solution.

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**4.2. Residential Curbside Bulk Collection:** Contractor will be required to collect oversized items from each resident requiring the service on a (minimum) of a monthly basis.

**A. Acceptable Items:** Items to be collected are defined as oversized items that will not fit in the 95 gallon cart or but does not in a single piece exceed 50 lbs. This would include, but not be limited to, furniture, plastic play toys, cardboard boxes, etc. All appliances and electronics like TVs and computers are considered White Goods and must be disposed of in accordance with the City's Public Works or at the Drop-off collection site by the resident. All construction material are exempt from bulk pickup. There is generally no current limit on the amount of bulk pickup other than the limits prescribed herein for exempt or handled by City at drop-off site.

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B. **Scheduling Requirement:** Contractor will provide bulk services on no less than one day each month. The service should be extended throughout the city, so there is NO scheduling required of this additional service.

4.3. **Commercial Cart Services:** Commercial cart service is available to professional offices and small retail (particularly in the downtown historic area) using a 95 gallon cart similar to residential pickup.

**Deleted:** <#>**Christmas Tree Disposal:** The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.¶

4.4. **Disposal Requirements:** All waste collected from the city shall be delivered to a solid waste disposal site in Contractors' discretion, which facility that has been permitted in accordance with applicable laws, rules, and regulations for the disposal of solid waste. The proposer shall provide evidence reasonably satisfactory to the City that the proposer, if awarded the Contract, will have the right to use a valid Disposal Site(s) under and for the duration of the Contract.

**Deleted:** <#> Carts shall be serviced up to 2 times each week.

4.5. **Collection Vehicles:** Contractor is to furnish the necessary vehicles for the collection of solid waste and bulk 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. Preferred vehicle type is for a rear-loading trash vehicle unless it can be demonstrated another vehicle/method is justified.

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4.6. **Customer Service Standards:** All complaints received by the Contractor or City before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. 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 City, which will include copies of the daily reports for the prior month.

4.7. **Customer Service Center:** The Contractor will operate and maintain a Customer Service Center with the following minimum standards:

- A. Open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative;
- 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 City whereby complaints can be received via fax, e-mail, and web site.

4.8. **Routing and Software Requirements:** Contractor shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the City's carbon footprint. Prior to service implementation, 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 City to display on website.

4.9. **Collection Routes:** The Contractor shall further establish routes for the collection of solid waste and bulk waste. The Contractor's collection schedule and collection routes shall be filed with the Administration Office of the City. Additionally, all routes shall be ran on generally Tuesday and Wednesday unless a similar 2-day (or 3-day if justified by routing software) can accomplish the task of collection.

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**4.10. Collection Route Schedule:** The Contractor shall establish with the City 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 City Manager, or their designee, except in situations as allowed in other passages of these specifications (i.e., Holiday Schedule).

**4.11. Hours of Collection, in General.** No collection shall be made before 6:30 a.m. or after 6:30 p.m., except by express authorization of the City Manager or their designee. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.

**4.12. Personnel:** All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program.

**A.** The Sanitation Services Company shall ensure the following, regarding personnel:

1. The Contractor's personnel 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.
2. The Contractor's personnel must maintain a clean appearance.
3. The Contractor must maintain a courteous demeanor when dealing with the residents and businesses of the City of Locust Grove.
4. At no time will the Contractor or its personnel search through the garbage that is collected in the City.

**4.13. Cleanliness:** In the collection of solid waste and bulk 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. Contractor will not be allowed to transfer solid waste or bulk waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the City 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 City 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 City.

**4.14. City Owned Facilities:** The Contractor will be required to provide solid waste and recyclable collection services to the following City owned facilities at no additional cost to the City. These collections will be considered incidental to the contract. This service will include the providing the following types of containers one 8-cubic yard, or larger, container at each of the following locations:

- A. 3644 Highway 42, Locust Grove, GA 30248** (one 8-cubic yard, or larger)
- B. 1116 Locust Road, Locust Grove, GA 30248 (Wastewater Plant - one 2-cubic yard, or larger)**

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**C. 3758 Highway 42, Locust Grove, GA 30248 (Police Department temporary location and 69 Frances Ward Drive (Evidence Room) – commercial 95 gallon carts – to be consolidated in to new dumpster facility at new Public Safety Building in late 2016.**

Said trash containers will be emptied once per week, or as requested by the City. 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 City.

**Roll-off Facilities:** The Following facilities need the following large (roll-off) containers that shall be provided at rate to be negotiated during the RFP selection and contracting process:

- A. 1116 Locust Road, Locust Grove, GA 30248 (Wastewater Plant - one (1) 30-cubic yard roll off)
- B. 100 Mose Brown Drive, Locust Grove, GA 30248 (Public Works Facility – the following are located at the recycling and general disposal facility

- One (1) 20-yard enclosed recycling contractor-owned roll off container for single-stream recyclables at no charge to the City. There are on average 1 -2 pulls per month.
- One (1) 30-yard contractor-owned roll off container for construction demolition debris with no rental charges at a flat rate. Flat rate means the haul charge, disposal charge and container rental charges are all combined for one flat rate. There are on average 2-3 pulls per month.
- One (1) 35-yard contractor-owned compactor for solid waste with no rental charges at a flat rate. Flat rate means the haul charge, disposal charge, and compactor rental charges are all combined for one flat rate. There are on average 2-3 pulls per month.
- One (1) 20-yard contractor-owned roll off container for metals with no rental charges at a flat rate. Flat rate means the haul charge, disposal charge and container rental charges are all combined for one flat rate. There is on average 1 pull per month.

4.15 **Communications & Reporting:** Contractor shall provide an internet/email based system for the communication of all service requests from the City's customer service representatives to the Contractor. All requests shall be tracked, recorded and reported monthly showing the date, type, and resolution of each request.

4.16 **Volume Report:** Prior to the fifteenth of the following month, the Contractor shall complete the solid waste / bulk waste monthly volume report. No payment shall be sent to the Contractor where the City pays the bill unless the volume is current.

4.17 **Billing & Payments:** The City will be responsible for billing each resident. The Contractor will invoice the City on a monthly basis. All invoices will be paid net 30.

4.18 **Dispute Resolution:** 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 Henry County.

**SECTION 5 – SUBMISSION FORMS**

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**Deleted: Publicity:** The Solid Waste Collection Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the City indicating the date of change-over, the day of collection for the three types of collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Contractor's office where questions or complaints can be handled. Such publicity shall be approved by the Operations Manager of the City prior to distribution publication. The Contractor must distribute annually to the customers information promoting recycling and source reduction. This publication must be approved by the City. ¶

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5.1. The following forms must be included with each Proposers submission.

- A. Proposal Pricing Form
- B. Non-Collusion Affidavit
- ~~C.~~ Employment Eligibility Form
- D. SAVE Affidavit

**NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_) County of \_\_\_\_\_)

I, \_\_\_\_\_, being first duly sworn, depose and say that; he/she is \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid; Such bid is genuine and is not a collusive or sham bid; Neither said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, corporation, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, and/or conference with any other bidder, corporation, firm, or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Locust Grove or any other person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

#### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

As per the Georgia Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of O.C.G.A. §13-10-91 and Chapter 300-10-1-.01 through 300-10-1-.09 state that no Georgia Public Employer shall enter into a contract for the physical performance of services within the State of Georgia unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the City of Locust Grove has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the City of Locust Grove, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the City of Locust Grove at the time the Sub-Contractor(s) is retained to perform such services.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the City of Locust Grove, Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the City of Locust Grove, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Locust Grove, Georgia, at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**AFFIDAVIT VERIFYING STATUS for RECEIPT OF PUBLIC BENEFITS**  
**O.C.G.A. § 50-36-1(e)(2) Affidavit**  
**Locust Grove, GA**

By executing this affidavit under oath, as an applicant for the City of Locust Grove, Georgia public benefit (defined below), as supplemented by resolution of the City Council, and as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application to the City of Locust Grove:

\_\_\_\_\_ I am a United States citizen.

OR

\_\_\_\_\_ 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.\*

I understand that "public benefit" includes but is not limited to: Adult education; Authorization to conduct a commercial enterprise or business; Authorization to conduct activities regulated by local government such as flea markets, peddlers, sidewalk vendors, massage therapy, bingo games, adult entertainment, pawn shops, day cares, etc.; Business certificate, license, or registration; Business loan; Cash allowance; Contract for materials or services; Disability assistance or insurance; Down payment assistance; Energy assistance; Food stamps; Gaming license; Health benefits; Housing allowance, grant, guarantee, or loan; Home occupation certificate, license, license and registration; Loan guarantee; Medicaid; Occupational license; Professional license; Registration of a regulated business; Rent assistance or subsidy; Retirement benefits; State grant or loan; State identification card; Tax certificate required to conduct a commercial business; Temporary assistance for needy families (TANF); Unemployment insurance; Vehicles for Hire certificate or license; and Welfare to work.

\_\_\_\_\_  
Name of natural person applying on behalf of Individual, business, corporation, partnership or other private entity

\_\_\_\_\_  
Address of applicant named above

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of individual, business, corporation, partnership or other private entity for whom application is being made

\_\_\_\_\_  
Category of Public Benefit

In making the above representations 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.

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
\*Alien Registration Number for Non-citizens