

REQUEST FOR PROPOSAL

RESIDENTIAL AND COMMERCIAL EXCLUSIVE SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL PROGRAM

CITY OF AUBURN



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**Request for Proposals
Exclusive Solid Waste Collection and Recycling Program**

Section 1.0 – Introduction/Overview

1.1 Purpose/Objective

The City of Auburn (hereinafter, "City") has issued this Request for Proposals (hereinafter, "RFP") for the sole purpose and intent of obtaining proposals from interested and qualified Offerors to provide an exclusive Residential/Commercial Solid Waste and Recycling Collection and Disposal Program under the collection powers of the Offeror. Offerors may, at their option, submit offers in response to either or both needs.

1.2 Background

The City currently operates its solid waste collection services through a Contractor that collects residential garbage and recycling in the incorporated areas of the City. The incorporated City of Auburn is approximately 6.6 square miles. Historically the City has a residential customer base of approximately 2,230 in incorporated areas with a 90-gallon wheeled container, single stream recycling bin, and one weekly service day. The city has approximately 85 commercial customers that are not currently included in an exclusive agreement, and the City wishes to include commercial service in the proposed program. The City desires a qualified Contractor to perform the invoicing, own the equipment and exclusively perform all necessary services related to the purpose objective listed above. The exclusive Contractor will be expected to provide all services described in the purpose/objective above throughout the incorporated areas of the City. The City's current exclusive contractor offers bulk pickup of white goods and miscellaneous goods at no additional charge for residents; this includes yard debris pickup. The City also holds various festivals and a "Great American Cleanup". For these events, our current exclusive contractor offers containers and roll off containers at no charge and the city wishes to keep this service.

1.3 Inquiries

Direct questions related to this RFP to City Accountant and submit such questions in writing to facsimile at 770-513-9255, or via regular mail at City of Auburn c/o City Accountant, P.O. Box 1059, Auburn, GA 30011. Additionally, we will accept questions via email and can be directed to Christy Case at ccase@cityofauburn-ga.org. Please include the RFP number, page, and paragraph number for each question to ensure that questions asked are responded to correctly.

1.4 Method of Source Selection

The City is using the Competitive Sealed Proposals method of source selection, for this procurement.

An award, if made, will be made to the responsible Offeror whose proposal is most advantageous to the City, taking into consideration the factors set forth in this RFP, using the following scoring: Price 50 points, Qualifications and Resources 25 points, References 15 points, General Performance History & Experience 10 points.

The successful proposer shall secure and pay for necessary approvals, permits, assessments, and charges required for this project as required by local, state, and federal regulations.

The City may, as is deemed necessary, conduct discussions with responsible Offerors that have been determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1.5 Minimum Criteria Used to Determine "Responsibility" of Each Offeror

- Does the Offeror demonstrate an understanding of the City's needs?
- Can the Offeror respond to customer service requests in a timely manner?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the requested service?
- Does the Offeror demonstrate an exceptional disposal environmental record?
- Can the Offeror take upon itself the responsibilities set forth in the RFP and produce the required outcomes in this RFP?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract the City seeks to establish through this RFP?
- Are the Offeror's franchise fees and concessions satisfactory to accomplish City purposes?

1.6 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Notice Issued	September 21, 2020
Last Date for Receipt of Questions	October 2, 2020
<u>RFP Due</u>	<u>October 7, 2020 at 2:00 pm</u>
Opening of Sealed Bids	October 7, 2020 at 2:00 pm
Projected Award by Council	November 5, 2020
Projected Contract Start Date	January 1, 2021

Section 2.0 – General Description of Required Performance Outcomes

At a minimum, the Contractor must achieve and maintain the performance outcomes listed below, and consistent with performance standards agreed to by all parties through a contract as a result of this RFP. Offerors may also propose additional performance outcomes beyond those minimally required.

2.1 Scope of Work

Service(s) to be provided include residential and commercial solid waste and recycling collection and disposal. The recycling program should include but not be limited to, contractor-maintained site for the collection of phone books, magazines, cardboard, and other items not normally placed in curbside recycling service. This site is to be neatly maintained by the Contractor. The recycling program will also allow for some form of compensation to resident and commercial premises. Bulk pickup will be available for residential property and will consist of white goods (e.g. refrigerator, washer, range, etc.), large items (e.g. sofa, desk, entertainment center, etc.), and yard debris. Bulk pick up will be free of charge for residential accounts.

All solid waste shall be disposed of in a designated, fully permitted, Sub- title D Municipal Solid Waste landfill. Contractor shall provide location of designated landfill. The Contractor shall be responsible for any additional disposal cost associated with the processing of recycling.

The City will direct calls to Contractor for new service and changes. Contractor will invoice the customers and provide customer service directly to the residential and commercial customer. Contractor shall, at a minimum, pay the City a franchise fee of 10% minimum on billings for all residential and commercial collections in the City. Contractor shall provide at least 6, 8 yard "side door accessible" containers excluding corrugated cardboard containers. The corrugated cardboard container shall be larger in size and be top accessible Contractor shall provide 50-80 90-gallon containers and 2-4 8-yard roll offs for City approved festivals at no charge for collection and disposal. Contractor shall also provide 5-9 20-yard roll offs for "The Great American Clean up" program.

2.2 Rates

Rates may be increased by the Mayor and Council on an annual basis. Contractor may petition for a rate increase on an annual basis. The City shall set the rates. Proposed rates for residential and commercial (2, 4, 6, 8-yard containers) service will be a factor in considering the winning bid.

Section 3.0 – Constraints on Contractor

These include:

- The Contractor shall perform service in accordance with the City Charter section 1.13.

Section 4.0 – Contractor’s Personnel Requirements

These include:

- The Contractor must provide a central point of contact person(s) to ensure coordination of each service and/or program, as well as individuals that have the necessary expertise to “trouble shoot” the provided solution.

Section 5.0 – Contractor’s Responsibilities

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Offeror.

If the Offeror whose proposal is accepted is already the City’s preferred provider, that Offeror will pay franchise fees based on the new contract and existing contracts in City the limits which are already executed on the date specified in the agreement

Section 6.0 – Terms and Conditions of Contract for Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached “Contract for Solid Waste Collection Service and Recycling Program”

(Attachment A). **The contract enclosed is a sample only and is subject to change.** Only the Mayor and Council can approve the final contract.

Section 7.0 – Instructions for Proposal

7.1 Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

7.2 Acknowledgement of Insurance Requirements

By signing its proposal, the Offeror acknowledges that it has read and understands the insurance requirements for the proposal. The Offeror also understands that the evidence of required insurance must be submitted within 5 working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Offeror’s proposal. See Attachment A for insurance requirements.

7.3 Delivery of Proposals

All proposals are to be sealed and delivered before 2:00 p.m. Eastern Standard Time (EST), on October 7, 2020:

City of Auburn
c/o City Accountant

P.O. Box 1059
Auburn, GA 30011

The City will not accept any proposals received after the date/time stated herein and shall request Offeror to make arrangements to retrieve late proposals.

The City shall not bear the responsibility for proposals delivered past the stated date and/or time, or to an incorrect address by Offeror's personnel or by the Offeror's outside carrier.

7.4 Submission Requirements

To facilitate evaluation of Proposals please submit the following:

- 7.4.1 One (1) fully executable (signatures included) electronic copy of the response PDF format.
- 7.4.2 Two (2) versions of the RFP. The original shall be clearly marked "original".
- 7.4.3 The Proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

7.5 Evaluation of Proposals (Procedure)

The City will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the proposal format required for this RFP.

The City shall then score all proposals based upon the evaluation factors detailed herein.

Upon completion of the scoring, the City will be short-listing the proposals and presentation will be made to the Council on October 15, 2020 at 7:00 PM.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the City may request presentations by Offerors, and carry out contract negotiations for the purpose of obtaining best and final offers.

The City reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Offeror nor obligates the City in any manner.

The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

- 7.5 Ambiguity, Conflict, or Other Errors in the RFP
If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. The City will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City.
- The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- 7.6 Proposals and Presentation Costs
The City will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.
- 7.7 Rejection of Proposals
The City reserves the right to accept or reject in whole or in part any or all proposals submitted. The City shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.
- 7.8 Acceptance of Proposals
The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.
- 7.9 Requests for Clarification of Proposals
Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the Offeror's pricing information contained in its proposal.
- 7.10 Validity of Proposals
All proposals shall be valid for a period of ninety (90) days from the submission date.
- 7.11 Response Format
Proposals should be prepared simply and economically, providing a straightforward concise description of the Offeror's approach and ability to meet the City's needs, as stated in the RFP. All copies of the proposal should be presented in a three (3) clasp report cover for uniformity and ease of handling.
- 7.12 Addenda
If revisions become necessary, the City will provide written addenda to all vendors who have received the RFP by email, facsimile or mail. **All addenda issued by the City must be so noted on any Proposals that are submitted to the City.** Vendors shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive Proposal.

SECTION 8

8.1 Sample Contract for Commercial Solid Waste Collection Service and Recycling Program

CONTRACT FOR SOLID WASTE COLLECTION SERVICE AND RECYCLING PROGRAM

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the _____ day of _____, 20_, by and between the City of Auburn, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as "City," and "Council" or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor" at times both entities shall be referred to as "Parties."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of residential and commercial garbage, rubbish and other waste material generated within the City is a valid exercise of City's charter, and

WHEREAS, the granting of an exclusive Contract subject to certain exclusions to a private corporation for the collection and disposal of solid waste is a valid function of the City; and

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the exclusive collection and removal of all Residential and Commercial Solid Waste and Recycling generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions, and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of all Residential and Commercial Premises in the incorporated area of the City shall receive solid waste collection and disposal services provided by Contractor exclusive of relevant grandfathering/sunset provisions found hereinbelow, and

WHEREAS, Contractor agrees to bill and collect the fees from the Residential and Commercial Customers for solid waste collection and disposal services to be paid to the City based on monies collected by the Contractor.

THEREFORE, City and Contractor agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 C & D Materials: Waste materials generated by the construction, remodeling, repair, or demolition of residential, commercial or other structures.
- 1.3 Commercial container: A manufactured container no greater than a capacity of eight yards suitable for emptying by mechanical equipment.
- 1.4 Residential container: A manufactured container with wheels and no greater than a capacity of 120 gallons suitable for emptying by mechanical equipment or a hand-load method.
- 1.5 Commercial establishment: Any hotel, motel, business, industrial, public, or semipublic establishment of any nature or kind whatsoever other than a solely residential unit.
- 1.6 Commercial Premises: All Non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.
- 1.7 Residential Premises: All Residential Premises requiring solid waste collection within the incorporated area of the City, including single family homes, multifamily homes, apartments, condominiums, and townhomes.
- 1.8 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.9 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.10 Residential Solid Waste: All Garbage, Rubbish and other acceptable waste generated by Residential Premises, excluding Hazardous Waste.
- 1.11 Bulk Pickup: All Rubbish and goods consisting of White Goods, Miscellaneous Goods and Yard Debris, excluding Hazardous Waste.

- 1.12 Yard Debris: All plant like material including, but not limited to, tree limbs, leaves, clippings, and flowers.
- 1.13 City: City of Auburn, Georgia.
- 1.9 Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.
- 1.10 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.11 Grandfathering: Allowing the continued existence of any commercial solid waste removal provider who is not selected as the City's exclusive provider who has a legally executed contract for commercial solid waste removal in effect prior to the adoption of this agreement.
- 1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.13 Recyclable Materials: Plastic beverage bottles and jugs, glass bottles and jars, corrugated cardboard, newspaper, bimetal and aluminum cans, magazines, telephone books, used motor oil, metal, tires, and large appliances.
- 1.14 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

Section 2.0 – Scope of Work

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential & Commercial Solid Waste and Recycling generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement

Contractor shall, at all times, be deemed an Independent Contractor and shall provide all labor, insurance, supervision, machinery, equipment, and all other things necessary to provide the services described herein.

Section 2.1 – Sunseting

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Commercial Solid Waste and Recycling generated in the City, including

all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

For purposes of this Contract every contract for commercial garbage collection services executed before the adoption of this agreement shall sunset upon its natural termination or before if terminated otherwise.

Section 2.2 Grandfathering/ Clause

Contractor understands and agrees there are preexisting enforceable commercial solid waste contracts that pre-date the adoption date of this agreement. Contractor accepts that all new customers will be referred to Contractor, that all Contractor's contracts in the City limits that pre-date this agreement shall be absorbed into this master Agreement for purposes of franchise fee calculation and payment. The City makes no guarantee regarding the number of commercial customers available pursuant to this Agreement.

Section 3.0 – Collection

3.1 Service Provided:

Contractor shall collect Garbage, and Recycling, for all Residential premises with Contractor owned 90 Gallon containers and Commercial Premises with Contractor owned front end load dumpsters on a frequency to match Customer's needs and as established hereinbelow.

3.2 Containers

Contractor shall be prepared to furnish collection equipment to serve every Customer's Premises for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the Equipment. Occupants of Premises may request one or more additional Containers from Contractor for an additional volume of collection service.

Customers shall pay Contractor for services and for each additional Container and service at the applicable rate of compensation.

3.3 Location of Containers for Collection

331 Commercial: The front-end load and roll off containers must be placed in an accessible location on hard surfaces that meet city ordinances. Commercial customers shall be responsible for maintaining such surfaces. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor on a daily basis of all service requests for extra pick up. Overloading is the responsibility of the producer. Any damage to equipment, containers, or trucks owned by the Contractor due to improper loading, overloading, or loading with improper material, will be the responsibility of the producer. Offloading will be the responsibility of the producer. Damage to trees, shrubs, underground water lines, sewer lines, gas lines, driveways, pavement, etc., at construction sites will be the responsibility of the producer.

332 Residential: 90-120-gallon containers must be placed at the curbside on a hard surface for collection. The City reserves the right to amend the placement of containers allowing for safe and efficient service by the Contractor. Residential customers shall contact the Contractor for all service requests for bulk pickup (white goods, large miscellaneous goods, and yard debris.)

Section 4.0 – Routes and Hours of Collection Operation

4.1 Hours of Operation

Collection of Solid Waste shall not start before 8:00 AM nor continue after 7:00 PM on the same day unless Contractor receives written permission from the city.

4.2 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day	Memorial Day
Thanksgiving Day	Independence Day
Christmas Day	Labor Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week

(Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

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

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and 24-hour access telephone number of the Contractor and the logo of the City which shall be removed upon termination of this Contract. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office

The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

Contractor shall provide a copy of a State of Georgia Occupational Tax Certificate to the City.

4.7 Access

The Contractor shall be required to provide collection services to all Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles.

Section 5.0 – Compensation

5.1 Rates of Compensation for _____ Year Rate Period

Contractor shall provide the City for solid waste collection and disposal services provided hereunder by the appropriate rates of compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial three (3) year term of this Agreement.

This Agreement will be automatically renewed for one (1) year periods, unless the City elects to terminate the Contract on the day of the close of the calendar year in which this Agreement is executed or within sixty (60) days after the close of the day of the calendar year in which this Agreement is executed or renewed, if renewed.

This Agreement is based on the following stated total consideration/obligation of the City for the calendar year in which this Agreement is executed. Contractor shall

be the exclusive provider of residential and commercial dumpster services and removal. This does not include roll off containers used for construction projects that have been permitted by the city.

If this Agreement is automatically renewed the total obligation of the City during the calendar year in which this Agreement is renewed shall be the authority to conduct exclusive commercial solid waste removal.

Contractor shall provide to City at no cost 6, 8-yard solid waste containers exclusive of corrugated cardboard containers which shall also be provided at no charge to the City.

Contractor shall also provide 50 to 80 90-120-gallon containers to the city for the sole purpose of use at city sponsored festivals. Delivery, pickup and disposal shall be offered at no charge to the city.

Contractor shall also provide up to 9 20 yard roll off containers for "The Great American Cleanup" program.

The sums paid in (C) and (D) represent the total obligation of the City for the calendar year of execution and the total obligation incurred in the calendar year renewal term, if renewed, until termination. The City shall be paid a fee of 10% minimum on billings for all residential and commercial collections in the City. Any provider awarded this Contract who has executed agreements in the City limits in effect prior to this agreement shall include proceeds from each of the same contracts in the calculation of the gross receipts for purposes of calculating the franchise fee. All new accounts generated after the adoption of this agreement shall be included in the gross receipts and all contracts from other providers shall be included when the same naturally terminate.

5.3 Rate Adjustments Due to Significant Changes

The rates set forth in Exhibit "A" shall be fixed for the initial first year term of this Agreement, and shall only be adjusted to compensate Contractor for:

- A. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.
- B. Extraordinary fuel rate increases.

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for approval of the rate adjustment. However, such rate increase shall be discretionary by the City. Contractor agrees to continue solid waste collection and disposal services during any dispute, with the City, if any, until any dispute is resolved, and the City and Contractor agree to adjusted rates of compensation.

5.4 Contractor to Act as Collector

The Contractor under the base bid, shall submit statements and collect from all Residential and Commercial Units for services provided by the Contractor pursuant to Section 3.1.

5.5 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Commercial Unit as set forth in a written notice sent to the City. Upon further notification by the Contractor to the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

5.6 Contractor Billings to City

The Contractor shall bill the Residential and Commercial Customer for service rendered within ten (10) days following the 20th of the month and the Customer shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the total number of Premises with support documentation in the incorporated areas of the City and the price rates and schedules set by the City. Contractor shall remit franchise fees to the City no less than once per quarter.

Section 6.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion, or national origin.

Section 7.0 - Indemnity

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract.

Section 8.0 – Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 9.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

Section 10.0 - Term

The term of this Agreement shall begin on _____, 20____, and remain in effect for a period of three (3) years. The Contractor or the City shall have the right to terminate this Agreement at the end of the _____ year term or according to Section 13 Contract Termination.

Section 11.0 - Reports

Contractor shall provide various reports to the City as may be required from time to time at the written request by the City. The Contractor shall provide such report request in thirty (30) days at no cost to the City.

Section 12.0 – Other Services In addition to the Collection Services described above, or, Contractor shall provide the following services:

- 1.1 Recycling services for corrugated cardboard.
\$ _____

- 1.2 Maintain Recycling Center consisting of 6 8-yard containers for the collection of phone books, cardboard, magazines, etc...
\$ _____

INSURANCE REQUIREMENTS

Contractors shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor’s bid.

12.1 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability**
\$1,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

- B. Automobile Liability**
\$1,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

- C. Workers’ Compensation and Employers’ Liability**
\$100,000 Employers’ Liability limit per accident and Workers’ Compensation limits as required by the Labor Code of the State of Georgia.

12.2 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

12.3 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Coverage

1. The City, its officers, officials, employees, and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the City for claims asserted against the City for its sole negligence.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the City. Insurer shall provide a copy of worker's compensation certificate form to the City.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

12.4 Acceptability

Insurance is to be placed with insurers with a Best's rating of no less than A.VII, or as acceptable to the City.

12.5 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements evidencing coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind the insurer on its behalf.

The certificates and endorsements are to be received and approved by the City before a Notice to Proceed shall issue. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

12.6 Subcontractors

Contractor shall include subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

CONTRACT TERMINATION

SECTION 13

13.1 Termination by the Contractor

13.1.1 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

13.2 Termination by the Owner

13.2.1 For Convenience

13.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective at any time.

13.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to

assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or City's designee.

13.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information, and Contract rights as the Contractor has.

SECTION 14.0

14.1 BOOKS AND RECORDS

14.1.1 The City shall have the right, upon reasonable notice, to inspect and review the Contractor's records regarding Contractor's performance and billing for services within the City. City shall exercise its best efforts to maintain any proprietary information provided by Contractor to the extent permitted by law. Contractor shall provide the City with disposal volumes for reporting to State agencies on a quarterly basis.

MISCELLANEOUS:

SECTION 15.0

15.1 The City of Auburn reserves the right to deal exclusively with _____ Identified as representative of _____ in all matters concerning this Agreement.

15.2 It is mutually agreed by _____ and _____ as their authorized representative that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by _____ and _____ as their authorized representative.

15.3 This Contract in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution or in the event of a renewal beyond the calendar year of such renewal.

15.4 Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this contract are deemed to be the sole responsibility of the contractor for the purposes of all worker's compensation and insurance claims. The City of Auburn reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this contract and list of specifications should be deemed to obligate the City under the Worker's Compensation Act to Contractor's employees, aides staff, helpers, or any person who receives any form of consideration for services or who perform any services towards the execution of this contract.

15.5 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of the third party against the City of Auburn.

15.6 Any notices or communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

As to Contractor:

Attn: _____

As to City:

The City of Auburn

P.O. Box 1059

Auburn, Georgia 30011

770-963-4002

Attn: City Accountant

or such address as shall be furnished by such notice to the other parties.

15.7 The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

15.8 If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall remain independently in full force and effect and enforceable to the fullest extent permitted by law.

15.9 The parties acknowledge that they have mutually participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party herein or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; that the parties at all times have had access to attorneys even if they voluntarily chose not to use the same in the negotiation of the terms of and the preparation and execution of this Agreement, and the parties have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to its execution and delivery thereof; that no representations or warranties have been made on behalf of either party or relied on by either party pertaining to the subject matter of this Agreement, other than those that are set forth herein, and all prior statements, representations and warranties, if any, are totally superseded and merged into this Agreement. The parties agree that the terms of this Agreement were negotiated at arm's length, and that this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any party upon any other party, and that the execution and delivery of this Agreement is the free and voluntary act of each party executing it.

15.11 The Contract shall be governed by the law of the State of Georgia.

15.12 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, Agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

Required Forms for Submission

PROPOSAL DOCUMENT FORM

(Use for Commercial Solid Waste and Recycling Collection and Disposal. If Offeror is only offering one of the two services so indicate and explain.)**

1. Concise description of Offeror's approach and ability to meet the City's needs as stated in the RFP.

2. Confirm Offeror's minimum commitments and/or additional concessions.

- A) _____ of gross residential receipts within City yes_____no_____
- B) _____ of gross commercial receipts within City yes_____no_____
- C) Alternative amount of gross receipts (if lower than 10% explain proposal in detail)

- D) 6, 8-yard containers excluding corrugated cardboard containers
yes_____no_____
- E) Alternative number of containers other concessions programs made by Offeror for City's consideration.

3. List personnel who will implement project/work. Explain experience, their abilities, and how many staff will be dedicated to project/work.

4. List of equipment, type, age condition to be used in completing project/work.

5. Describe method of response to customer service issues.

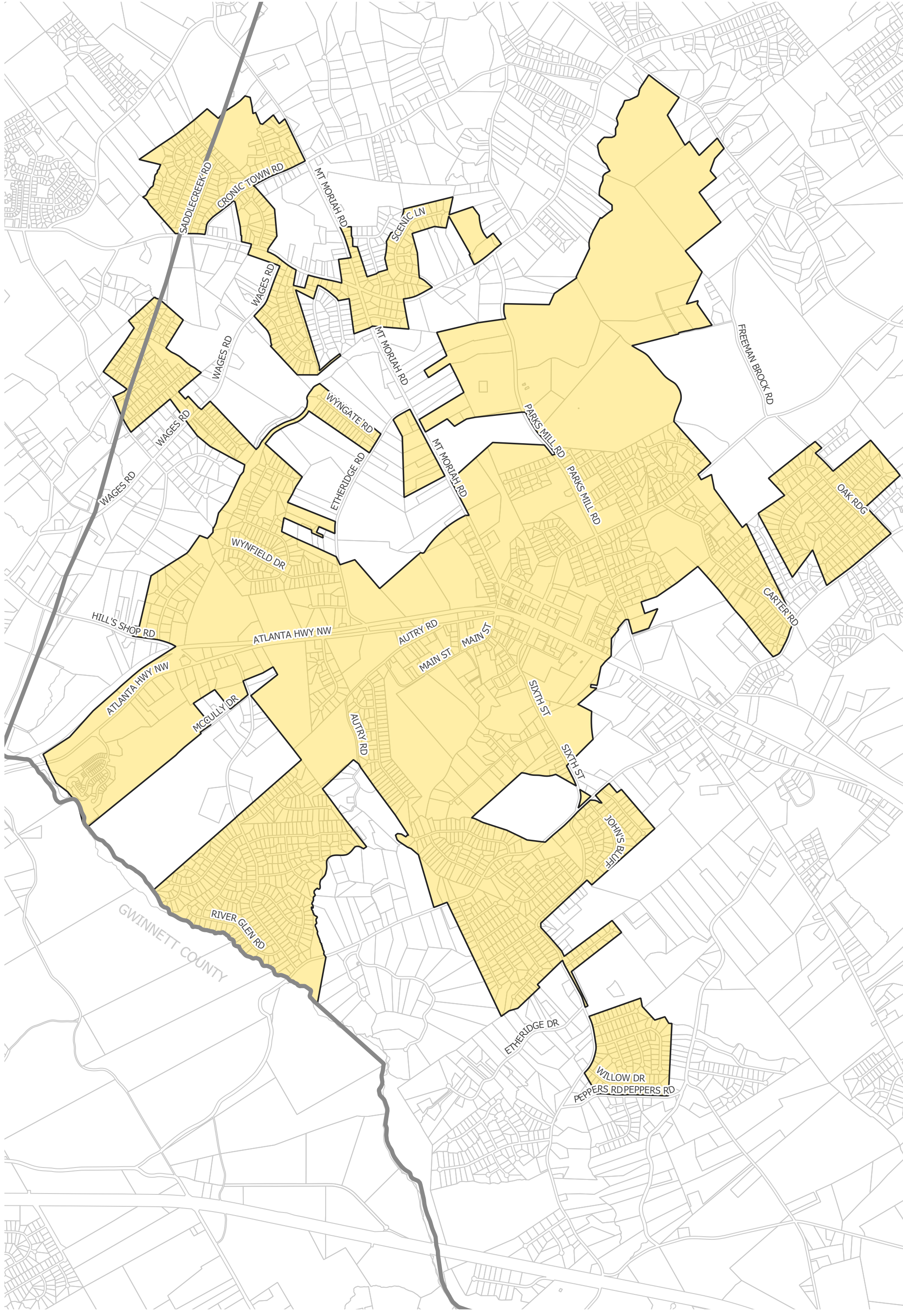
6. Describe financial status of Offeror.

7. List environmental awards, commendations, achievements, received by Offeror.

8. List all environmental issue citations, fines, lawsuits involving Offeror in the past 5 years.

9. List best three references of satisfied customers who utilize Offeror's Commercial dumpster and recycling services.

10. Describe any other information desired to be shared by Offeror for the City's consideration of Offeror's proposal.





NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the Proposal:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

being of lawful age, being first duly sworn, or oath says that he/she is the agent authorized by the Vendor to submit the attached Proposal. Affiant further states as Vendor, that they have not been a party to any collusion among Vendors in restraint of competition by agreement to Proposal at a fixed price or to refrain from proposalding. Affiant also states as Vendor, that they have not been a party to any collusion with any office of the City of Auburn or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between Vendors and any office of the City of Auburn or any of their employees concerning exchange of money or other things of values for special consideration in submitting a sealed Proposal for:

Firm Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Qualifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative (Date)
(Signature)

Vendors must acknowledge any issued addenda. Submittals which fail to acknowledge the vendor's receipt of any addendum would result in the rejection of the offer if the addendum contained information which substantively changes the owner's requirements.



VENDOR/CONTRACTORS AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program * in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, and will continue to participate in said program for the duration of its Agreement with the City.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Auburn, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor’s execution of the subcontractor affidavit require by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

Name of Project: _____

EEV/E-Verify Number _____

Date of Authorization _____

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent _____

Date _____

Title of Authorized Officer or Agent of Contractor _____

Printed Name of Authorized Officer or Agent _____

Contractor Legal Name _____

Address _____

Sworn to and subscribed before me

This _____ day of _____, 20 ____

Notary Public _____

My commission expires: _____

*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.I.,99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV 1 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).