



**RESIDENTIAL AND COMMERCIAL
SOLID WASTE COLLECTION SERVICES
REQUEST FOR PROPOSALS**

City of Clayton, Georgia

837 Highway 76 W

Clayton, GA 30525

Phone: (706) 782-4512

Fax: (706) 782-4596

bids@cityofclaytonga.gov

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested. Bids will not be accepted without this affixed to the official submitted sealed bid.



SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO:	RFP 2022-01
PROPOSAL TITLE:	RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES
DUE DATE & TIME:	MONDAY, FEBRUARY 23 ,2022 BY 12:00 PM
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	CITY OF CLAYTON CITY CLERK 837 HIGHWAY 76 W CLAYTON, GA 30525
DATE & TIME RECEIVED:	_____ (Time to be stamped by City)

Table of Contents

1.1	RFP Invitation	4
1.2	Background	5
1.3	Instructions to Service Providers	5
1.4	Schedules for RFP	6
1.5	Terms and Definitions	6
1.6	Introduction	10
1.7	Scope of Services	12
1.8	Commercial Premises Front End Load, Roll-Off, and Roll-Out Containers	15
1.9	Fee Schedule	17
1.10	Technical and Fee Proposal Requirements	18
1.11	Approach	19
1.12	Company Experience and Capabilities	20
1.13	General Conditions	22
1.14	Changes to Contract	27
1.15	Responsibilities of the Contractor	28
1.16	Representation	29

1.1 RFP Invitation

The City of Clayton (City) will receive sealed technical and fee proposals until **February 23, 2022, 12:00 EDT**, for the above referenced services which are described in the schedules attached hereto. The City invites Service Providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

Any questions and/or specifications that may need clarification should be submitted in writing, according to the attached schedule, and submitted to the City Clerk electronically only at **bids@cityofclaytonga.gov**. It shall be the Service Provider's responsibility to seek clarification as early as possible prior to the opening of Proposals.

The envelopes containing the Proposal must be sealed and addressed to:

**City of Clayton
City Clerk
837 Highway 76 W, Suite 1010
Clayton, GA 30525**

And plainly marked "Residential and Commercial Solid Waste Service." The envelope must bear on the outside the name of the Service Provider, the Service Provider's address and the number assigned to this RFP. No proposal may be withdrawn or modified in any way after the deadline for proposal openings. The envelope should also contain one electronic version of the submittal on a flash drive.

Proposals must be valid for ninety (90) days following the opening date.

The Service Providers' response shall include a technical proposal and fee proposal with all other information requested in this Request for Proposal (RFP).

The City may request additional information by suppliers, including a presentation if needed, to clarify elements of their bid proposals. The City also reserves the right to make independent investigations as to the qualification of each Bidder, including contacting existing customers or site visits to existing operations.

The City anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the City. Such an award, if any, is projected to be accomplished within 30 days from the proposal due date.

The City reserves the right to reject any or all proposals, waive technicalities and make the award in the best interest of the city.

1.2 Background

The city currently has a residential customer base of approximately 300 homes with once per week service for waste collection service. Yard waste collection is not provided.

Commercial waste collection within the City is currently open market. However, the city wishes to transition to a franchised contract for Commercial services. There are currently 300 + business parcels within the City, which includes condominium and apartment complexes.

1.3 Instructions to Service Providers

A. Intent

It is intended that the Instructions to Service Providers, General Conditions, and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.

B. Examination

The Service Provider is advised to examine all documents and parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality, and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

C. Determination of Successful Service Provider

An award will be made to the responsible contractor whose proposal is most advantageous to the City, taking into consideration the factors set forth in this RFP.

D. Responsiveness

The City will consider the degree to which each Service Provider has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

E. Instruction for Proposal

The Service Provider will submit an original and two (2) copies of its technical proposal and an original and one (1) copy of its price proposal, as well as an electronic version of both on a separate flash drive. Proposals must be in strict

compliance with this Request for Proposal. Failure to comply with all provisions of the RFP or to provide complete responses to all options may result in disqualification.

F. Submission of Proposals

For the Proposal to be accepted, deliver the Proposal to one of the addresses shown below no later than 12:00 PM on February 23, 2021. Proposals received after this time will be rejected and returned unopened.

Mailing Address:
 Rhonda Lunsford, City Clerk
 Clayton City Hall
 837 Highway 76 W, Suite 101
 Clayton, GA 94517

Physical Address: (Hand Delivery):
 Rhonda Lunsford, City Clerk
 Clayton City Hall
 837 Highway 76 W
 Clayton, GA 94517

1.4 Schedules for RFP

Activity	Date
RFP Issuance	February 08, 2022
Submission of Questions Via Email	February 16, 2022
Questions & Answers Posted Online	February 18, 2022
Submission of Proposals	February 23, 2022
Council Award	February 28, 2022

1.5 Terms and Definitions

Annexed Area: Refers to any area contiguous to the Contract Area that is added to the boundaries of the City of Clayton by any method of annexation.

Bulk Waste: Large furniture and other waste materials other than construction debris (C&D Material), or hazardous waste with weights or volumes greater than those allowed for containers or carts.

C&D Material: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

Cart: A receptacle, not to exceed 95 gallons, with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.

City: The City of Clayton, Georgia.

City Employee: An employee of the City subject to its personnel policies.

Collection Schedule: Refers to the defined days of collection authorized by the City.

Commercial Hand Load Customer: All commercial premises utilizing a cart for the placement of their solid waste for collection by contractor.

Commercial Premises: All non-residential Premises, public or private, require solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

Commercial Solid Waste: All Garbage, Rubbish, and other acceptable waste generated by a Commercial Premises and all C&D Materials, excluding Hazardous Waste.

Contractor: Refers to a Service Provider that has been selected by the City to provide the Services required by this RFP.

Contract Area: Refers to the area(s) of the City, including any Annexed Areas, within which services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.

Contract Documents/Agreement: The Request for Proposals, Instruction to Service Providers, Definitions, Contractor's Proposal, the contract, the contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the city and the Contractor.

Contract Monitor: Refers to a City employee(s) who observe the operation of the Collector's Refuse, Yard Waste, and Bulk Items services to ensure that such services are performed in compliance with the contract agreement and City Code.

Contract Representative: Refers to a Contractor employee responsible for managing service agreement between City and Contractor.

Curbside: That location, with respect to a residence, which is most immediately adjacent to a City street or State or Federal highway and accessible by the Company's equipment.

Customer: Refers to the recipient of collection services, specifically referring to the resident in the Contract Area.

Disposal Site: A refuse depository including but not limited to sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.

Open Top: An all-metal container, with lidded or non-lidded cover, of not less than twenty cubic yards, or more than forty cubic yards in capacity.

Effective Date: Refers to the date found on the first page of the Contract as the date that the Contract between the City and the Company is in effect.

Evaluation Committee: Refers to person or persons, as appointed by the City Manager, responsible for determining the best Service Provider for the Services described in this RFP.

Extraordinary Circumstances: Defined as a significant event or condition(s) that result in an excessive amount of debris as determined by the City.

Fee: A dollar amount inclusive of all Service Provider's costs (overhead, insurance, labor, equipment, advertisements, etc.) general and accounting, and profit charged for a specific service(s).

Hazardous Waste: Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.

HDPE: High Density Polyethylene – Colored or opaque plastic used in laundry product bottles and milk jugs (aka, No. 2 Plastics).

Holidays: the following federal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

Landfill: a disposal site for disposing of municipal solid waste.

LDPE: Low Density Polyethylene - a type of plastic resin (aka, No. 4 Plastics).

Missed Collection: Refers to a properly prepared Refuse, Yard Waste, and/or Bulk Item not picked up on the scheduled collection day.

Mixed Paper: Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard, and paper board packaging. This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.

Multi-Family Unit: Individual residential units in a multi-family structure (i.e., apartment or condominium building) which units are not separately owned, but are owned by one common entity, for which refuse collection using dumpsters using drop-off carts, is deemed appropriate.

NTE: Not to Exceed - Amount of fee Not to Exceed regardless of the number of transactions ordered.

PET: "Polyethylene Terephthalate" – Clear plastic used in some household cleaning product bottles, as well as soda, water and sports drink bottles (aka, No. 1 Plastics).

Plastic: Includes HDPE, LDPE and P.E.T. containers.

PP: Polypropylene - a type of plastic resin (aka, Po. 5 Plastics).

Producer: An occupant of a Residential Unit or Commercial and Industrial Unit who generates refuse.

Proposal: An offer or statement of a price and project description in response to a request for materials or services to be rendered to the City or its employees.

Service Provider: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, local government, solid waste authority or any other private or public legal entity that has submitted a bid which conforms in all material respects to the requirement set forth in the RFP.

PS: Polystyrene - a type of plastic resin (aka, No. 6 Plastics).

PVC: Polyvinyl chloride - a type of plastic resin (aka, No. 3 Plastics).

Refuse: Refers to residential refuse and commercial and industrial refuse and shall mean "municipal solid waste" as defined by Georgia law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial, and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.

RFP: Request for Proposal - Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein.

Residential Unit:

(a) A free-standing structure constructed for use as a residence by a person or group of persons comprising a family; or

(b) a residential unit within a multi-family structure for which refuse collection using cards (or bags) is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Roll-Off Containers: To be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cubic yard, either open top or enclosed compactor type.

Roll-Out Containers: A 95-gallon wheeled trash container collection cart to be utilized where dumpster storage locations are feasible.

Service Provider: Refers to a Company that has interest and the ability to provide the Services required by this RFP.

Solid Waste: Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.

Staff: Refers to all employees of the Contractor who perform Services for the City.

Street: A public or private way used for public travel.

Submission Date: Refers to the date and time Proposals for this RFP are due to the City.

White Goods: Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.

Yard Waste: Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

1.6 Introduction

A. General

The City is advertising for qualified Service Providers to provide for Solid Waste Collection Services for the City.

B. Introduction

The City is issuing this RFP to secure curbside collection services for residential

household garbage, bulk waste, certified freon-free white goods, and yard trimmings in the incorporated areas of the City. The RFP is also to secure Dumpster (front end load, roll-off, or roll-out) services for City facilities, parks, and special City sponsored solid waste collection events. Additionally, the City is issuing this RFP to secure Front End Load, Roll-Off, and Roll-Out dumpster services for all commercial accounts within the City Limits who have a need for such services.

C. Term of Contract

The initial term of this Agreement shall be **three (3) years**, ending February 28, 2025. The Agreement shall be automatically renewed for an additional one (1) year, unless either party provides notice of non-renewal 120 days prior to end of term. Pursuant to the terms of this Agreement, both the Contractor and the City shall have the right to terminate this Agreement at the end of the three (3) year term or end of any renewal term.

The successful Service Provider will not imply that the provision to extend the initial term of the contract is an obligation of the City or future Councils to renew the contract.

D. Use of Subcontractors

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor including all federal, state, and local regulations and ordinances.

E. Addenda to RFP

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than six (6) days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document. The addenda will be posted to the Bid Page on the City's web site.

F. Selection of a Successful Service Provider

The Evaluation Criteria describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the Service Provider that best

serves the interests of the City and its residents. The City reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

G. Cost of RFP Preparation and Negotiation

Service Providers participating in this procurement process and subsequent negotiations will prepare the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the City or its advisors for the cost associated with this process. The City reserves the right to terminate the proposal proceedings at any time.

H. Disclaimer

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

I. No Lobbying

To ensure fair consideration for all prospective bidders throughout the duration of the solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the RFP or specifications by any means whatsoever whether oral or in writing with any elected official or staff member from the issuance of specifications until the City Council makes the award.

Communications initiated by the bidder may be grounds for disqualifying the offending bidder from consideration of award or any future bids. The City Manager has the authority and right to contact potential bidders as needed in order to meet the goals of the City.

1.7 Scope of Services

A. Service Requirements

The Contractor will collect all properly prepared garbage and prescheduled Bulk waste from each residence on the designated collection day. Yard Trimming

collection service will be offered by Contractor as an optional, chargeable service to City residents. Contractor will collect yard trimmings from subscribing residences on designated collection day.

Contractor will collect all garbage or C&D Materials properly placed in front end load, roll-off, or roll-out containers from Commercial Premises (businesses) on designated collection day.

The Contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor will also replace all commercial front end load, roll-off, or roll-out containers back in original location upon service completion.

The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 7 a.m. and 7 p.m. The work will be done in a sanitary manner. The Contractor's employees will pick up trash and yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. Any leaking fluids from the trucks of the Contractor will be cleaned up within 24 hours, and notification must be sent to the City's staff member in charge of the contract.

B. Holidays

Pickup days will not be reduced by holidays but will be rescheduled to a subsequent business day. Contractor will give the City a list of alternative holiday pickup days for the upcoming calendar year. The City must approve any schedule changes. Contractor will advertise to all customers schedule changes of holidays at least seven (7) days before any observed holidays. The City must approve any schedule changes.

C. Collection Equipment

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the contractor. Any equipment not functioning properly shall be replaced or repaired before returning to operations.

D. Missed Collections and Complaint Handling

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the garbage to be collected for the residential or commercial premises within 24 hours after complaint has been received. Contractor will submit to the City on a monthly basis the report of missed collections.

The City's goal is the resolution of 99% of all complaints within 24 hours of the complaint.

E. Payment to Contractor

The City will be responsible for billing its residential customers and collecting all payments for collection, transportation, and disposal of the materials collected.

The City will be responsible for invoicing each commercial business customer monthly for front end load, roll-off, or roll-out services utilized on Commercial Premises.

The City will, upon satisfactory performance, pay the Service Provider within 15 days of the beginning of each calendar month the sum of an amount equal to the number of residential and commercial units entitled to collection services the agreed upon amount.

Elective Yard Trimming services will be invoiced directly to subscribing resident by Contractor.

F. Educational and Promotional Programs

The Contractor, as a part of its proposal, shall describe the outreach, educational, and promotional programs for trash collection that will be provided to the City at the Contractor's expense. Contractor shall include samples of promotional and educational materials and detail any additional offered Contractor sponsored events. Any printed materials approved by the City after the contract has been executed will be provided for distribution at City Hall at the Contractor's expense. Other programs available and proposed by the Contractor will be used in the evaluation of each Contractor's proposal.

G. Personnel

The Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address, email, and telephone numbers of such person to the City.

H. **Statement of Work**

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent and efficient manner. The pickup and removal of Hazardous Waste is not included in the Services.

I. **Carts**

The Contractor will offer all participating households in the City a new 95-gallon wheeled trash container collection cart. The carts will be at no additional cost to the City or customer. All equipment will bear the hot-stamped name and logo of both the contractor and the city. All garbage collection equipment will be maintained in good repair and appearance. The container will remain the property of the Contractor who will be responsible for replacing faulty or damaged carts to the household. If the household is deemed responsible for the necessary replacement, an appropriate fee shall be assessed.

1.8 Commercial Premises Front End Load, Roll-Off, and Roll-Out Containers

The Contractor will offer all commercial premises either front end load, roll-off, or roll-out wheeled trash collection containers depending on the need of the respective commercial business.

Contractor is required to offer the following units:

Front end load containers in sizes 2, 4, 6, and 8 cubic yards, roll-off containers in sizes 20, 30, and 40 cubic yards open top or 34, 35, and 40 cubic yards compactor units, or 95-gallon wheeled trash container collection cart and must be able to provide up to 6 days per week service, Monday - Saturday.

A. **Regular Service Provision for Residential Collection**

The Contractor will be required to pick up, on a weekly basis, all garbage and household trash generated at each household, provided material is placed in an approved collection container.

Any materials set out for collection that are not in an approved container will be left at the curb. Additional items or bulk items can be picked up by request and additional fees in a structure or process proposed by the Contractor. The Contractor will be free to establish routes to achieve the maximum efficiency of

operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers ten days in advance of the effective date.

B. Bulk Waste

Contractor shall collect Bulk Waste on an “on-call” basis to contractor, from Residential Premises one (1) time per week at curbside for an additional fee as described in the Fee Schedule. Limit 1 acceptable item per week. The occupant of the residence shall place bulk waste item curbside prior to 6 am on schedule collection day. Bulk Waste items not to exceed fifty (50) pounds.

C. Collection of Yard Trimmings

The Contractor will be required to pick up all garden and yard trimmings generated at the Customer’s household from the curb, provided the materials are set out based on criteria approved by the Contractor and the City.

Yard Trimming collection shall be offered by Contractor as an optional, chargeable service to the residents of Clayton. All vehicles used for collection of yard trimmings will be either covered or secured so as to prevent trimmings from being scattered or spilled.

The Service Provider shall collect all Yard Waste such as tree limbs not larger than four (4) inches in diameter nor longer than four (4) feet and bundled with rope or string and stacked in piles not to exceed four (4) feet in height and four (4) feet in width and maximum 10 bags per week. Tree trunks larger than four (4) inches in diameter will not be collected. Contractor will not be responsible for the collection of yard trimmings produced by professional lawn maintenance, landscaping or tree companies.

It is the Service Provider's responsibility to properly dispose of all Yard Waste collection bags at no additional cost to the City. Each bag or container placed out for collection may weigh no more than fifty (50) pounds.

D. Regular Service Provision for Commercial Collection

The Contractor will be required to pick up, all garbage and commercial trash generated at each business, provided material is placed in an approved commercial collection container.

Any materials set out for collection that are not in an approved commercial container will be left outside of dumpster. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify

the business of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers fourteen (14) days in advance of the effective date.

E. City Facilities

The following equipment and service levels shall be provided at no charge to the City. Contractor is required to provide containers for waste, which are a minimum of 6 cubic yards, at City Hall. Those containers shall be located at City designated dumpster locations and shall be emptied at least once per week, 52 weeks each year. Also, an open top roll-off of at least 20 cubic yards and a 95-gallon roll-out wheeled trash container collection cart shall be provided at City Hall for the use by City staff. All front end load, roll-off, or roll-out containers shall be emptied or replaced at least 1 times per week, 52 weeks each year.

1.9 Fee Schedule

Residential Fee Schedule

Residential Curbside - 95-gallon roll-out cart (1 each) for garbage:

- Contractor to provide weekly garbage service and one (1) prescheduled bulk item, per week, per residence.
 - Cost per month, per residence \$ _____

Residential Yard Trimmings (Subscription/ Elective Service)

- Contractor to provide weekly yard trimming pick up to subscribing residences
 - Cost per month, per residence \$ _____

Additional Bags (<5)	\$ _____	Dryers/Washers	\$ _____
Additional Bags (<6-10)	\$ _____	Refrigerators	\$ _____
Additional Bags (>10)	\$ _____	Sofas	\$ _____
Chairs	\$ _____	Televisions (<30")	\$ _____
Mattresses/Box Springs	\$ _____	Televisions (>30")	\$ _____

Additional Carts

- Garbage Cart \$_____ per additional cart, per month.

* Proposed pricing must include all fees, charges, and surcharges

Commercial Fee Schedule

Front End Load

SIZE	FREQUENCY					
	1x	2x	3x	4x	5x	6x
2 yard						
4 yard						
6 yard						

8 yard						
--------	--	--	--	--	--	--

Provide monthly pricing for each container size and frequency listed, assuming one (1) container.

* Proposed pricing must include all fees, charges, and surcharges.

Roll-Off

SIZE	CONTAINER TYPE	RATE PER HAUL	RATE PER 1 TON	MONTHLY RENTAL RATE
20 yard	Open top			
30 yard	Open top			
40 yard				
34 yard	Compactor			
40 yard	Compactor			

* Proposed pricing must include all fees, charges, and surcharges.

Roll-Out

A 95-gallon wheeled trash container collection cart.

- Contractor to provide weekly garbage service per week, per commercial business.
 - Cost per month, per business \$ _____

1.10 Technical and Fee Proposal Requirements

A. Overview

The Service Provider shall provide detailed information so as to demonstrate its understanding of the services requested.

B. Documents

All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs, or other information necessary to facilitate the City’s ability to accurately evaluate the proposal.

C. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, email address, telephone, and facsimile numbers of the Service Provider along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the

Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services.

D. Executive Summary

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Project, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Company's Proposal, which make it superior or unique in addressing the needs of the City.

E. Submission

The Service Provider shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed **separately**. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal. Service Providers are reminded that under Georgia law, all **opened** documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the **"Instructions to Service Providers"** section.

1.11 Approach

A. Project Methodology

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Section D, Program Services. Methods for all areas of Section D, Program Services, must be described.

B. Management of Collected Materials

The Service Provider will provide, in this section, the various disposal facilities it intends to use during the contract period(s.)

1. Solid Waste

The Service Provider will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to dispose of waste generated within the City. The list will include the disposal facility's permit number, current address, contact person and telephone number for each facility listed.

C. Yard Trimmings

The Service Provider will identify how it will manage the yard trimming material collected and provide a list of the proposed facilities it intends to use. The list will include the disposal facility's permit number, current address, contact person and telephone number for each facility listed.

D. Local Presence

The Service Provider will list the addresses of the locations where Contractor maintains an office or operation facility that will be responsible for providing services to the City.

1.12 Company Experience and Capabilities

A. References

Provide no less than three (3) city references similar in size and scope to the city. Include the city's name, the contract start date, and name, position, phone number, and email address of the primary contact at each city.

B. Company Organization

C. Company History

Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

D. Fee Proposal

E. Franchise Fee

The City shall withhold from the Contractor, monthly, a franchise fee in the amount of 10% of the revenues collected each month from all services provided.

F. Reasonableness

The Fee Proposal shall remain sealed until the Technical Proposals have been opened and evaluated. The Company whose technical score ranks among the top two proposals will have their Fee Proposals opened and scored. These Fee Proposals will be evaluated for completeness and reasonableness as they relate to the technical proposal.

G. Best Value

The Fee Proposal is important; however, it will not be the determining factor in the selection process. It is not the intent of the City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

H. Proposal Evaluation Factors

It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Service Provider whose proposal provides the best value to the City.

The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City opinion, such rejection is in the best interests of the City.

1. Evaluation Method

Each proposal will be reviewed by an evaluation team assigned by the City Manager. The evaluation will involve a holistic review of all material provided with a distinct interest in the following components (in no particular order):

Service Provider's innovative approach to encouraging and maintaining a sustainable solid waste system.

Service Provider's proven ability with similar projects. Expertise of key personnel to be assigned to the contract.

Service Provider's proven ability to provide innovative, cost-effective service

Service Provider's proven track record of responsiveness to time limitations and deadlines.

Service Provider's proven track record of quality of performance. Service Provider's capacity to perform

Service Provider's cost proposal.

NOTE: The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm.

Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

2. Oral Presentations

Following the evaluation of the proposals, the City may request the top-ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time that will be promulgated by the Contract Administrator.

3. Negotiations

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Service Provider whose proposal is determined to be most advantageous to the City. If negotiations with the highest-ranking Service Provider fail, negotiations shall be initiated with the next highest-ranking Service Provider, and so on, until an agreement is reached.

The City reserves the right to reject all offers and end the process without executing a contract.

4. Contract Formation

If the negotiation process produces mutual agreement, a draft shall be constructed and forwarded to the successful Service Provider for execution and then to the City's Mayor and Council for acceptance. The draft contract format will be the only acceptable document for execution. The Service Provider is cautioned not to introduce its format or suggest an association's format, e.g., "AIA."

1.13 General Conditions

A. Contract Administration

The Contract Administrator for this Request for Proposals (RFP) is the City Manager. The Contractor Administrator shall act as the City's representative during the execution of any subsequent contract and related amendments. He will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

City Manager
837 Highway 76 W, Suite 101
Clayton, GA 30525
mesposito@cityofclaytonga.gov

B. Notice of Award of Contract

As soon as possible, and within 30 days after receipt of proposals, the City shall notify the successful Service Provider of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Service Provider. If an Award of Contract has not been made within 90 days from the proposal opening date or within the extension mutually agreed upon, the Service Provider may withdraw its proposal without further liability on the part of either party.

C. Execution of Contract Documents

1. Within fifteen (15) days after successful contract negotiations and City Commissioners approval, the City shall furnish the successful Service Provider the conformed copies of the Contract Documents for execution.
2. Within fifteen (15) days after receipt of the Contract Documents, the successful Service Provider shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State or Local authorities.
3. Within fifteen (15) days after receipt of the Contract Documents, executed by the successful Service Provider, certificates of insurance, and license(s) the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
4. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

D. Insurance

performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

4. Bid Bond

If awarded, the Contractor shall furnish a corporate surety bid bond as security for the prices included in the bid, good for 12 months following the due date for this RFP.

5. Quantities

None of the various City Departments, Agencies, or Employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, as a result of this RFP.

6. Indemnification

The successful Service Provider will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the successful Service Provider and anyone directly or indirectly employed by the Service Provider or anyone for whose acts any of them may be liable. In any and all claims against the City or any of its agents or employees, by any employee of the successful Service Provider, directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, the indemnification obligation 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 successful Service Provider or under the Worker Compensation Acts, Disability Benefits Acts or other employee benefits acts.

7. Notice to Proceed

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the City and successful Service Provider. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Service Provider may terminate the Contract Agreement without further liability on the part of either party.

8. Assignments

The successful Service Provider shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the successful Service Provider assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Service Provider shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

9. Laws & Regulations

The successful Service Provider's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Service Provider shall keep fully informed of all laws, ordinances and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Service Provider shall herewith report the same in writing to the City.

The Service Provider shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Service Provider or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Service Provider.

10. Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force, Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.

Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

E. Storm Debris

The collection of additional volumes of yard waste/debris generated by severe weather such as hurricanes, tornados, ice storms, etc., is not included in the rates set forth in this RFP. In the event the City is impacted by such weather; the Contractor shall be entitled to additional compensation for the collection and disposal of such waste.

F. Notice & Service Thereof

1. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in this proposal (or at such other office as the Contractor may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed, postage- prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
3. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes

G. Schedule, Reports and Records

The Contractor shall submit to the City schedules, reports, estimates, records, and other data as the City may request concerning services performed or to be performed.

Within 30 days following the end of each calendar quarter, the Contractor will submit to the City the following data regarding waste collection in the city:

1. Tonnage figures showing total waste tonnages collected. Catalog this total into residential and commercial/industrial subtotals.
2. Tonnage figures showing recovered, recycled or diverted materials by type.

1.14 Changes to Contract

A. Changes in the Service

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles a change in the fee time or both, in which event the Contractor shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City shall indicate this intent in a written notice to the Contractor.

B. Changes in Fee

The Fee's shall be Increased by 1% each year, unless otherwise agreed to by both parties.

There shall be no Fee adjustments allowed for fluctuations in fuel prices unless the cost of diesel fuel is above \$5.00/gallon. At such time, contractor shall present evidence of fuel surcharged needed, which shall not be unreasonably withheld.

C. Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

D. Permits and Regulations

The Contractor shall obtain and pay for all permits, licenses, and any other regulatory requirements, necessary for the prosecution of these services. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of these services.

1. Business License

Contractors and subcontractors shall have a current City Occupation Tax Certificate and shall furnish certificate and license numbers prior to entering into a contract with the City.

1.15 Responsibilities of the Contractor

A. Subcontractors, Manufacturers, and Suppliers

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees. This includes the responsibility for conducting operations in such a manner as to cause the minimum damage possible to existing private property and improvements, and to the public and private infrastructure.

B. Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

C. Public Safety and Convenience

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

D. Disposal Facilities

Subsequent to the original approval of disposal facilities by the City, any additional solid waste disposal facilities anticipated to be used by the Contractor will require prior written approval of the City.

E. Compliance with Laws

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the

State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the services, or the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Contractor shall at all times observe and comply with and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the City, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

1.16 Representation

A. Non-Discrimination

1. The company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
2. Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the City of the final disposition of such cases.

B. Drug-Free Workplace

The City is a drug-free workplace employer. The City Council has adopted a policy requiring City Service Providers to provide a drug-free workplace in the performance of any City contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of the Contract:

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition.
2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify each employee that as a condition of employment, the employee will

4. (i) abide by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Notify each employee that as a condition of employment, the employee will
6. (i) abide by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
7. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation, or abuse program by, an employee convicted of a drug crime.
8. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
9. Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination, or debarment.

[Remainder of Page Intentionally Left Blank]