



CITY OF GARDEN CITY, GEORGIA

REQUEST FOR PROPOSAL (RFP)

**CURBSIDE WASTE COLLECTION, RECYCLING, YARD WASTE
& BULK WASTE DISPOSAL SERVICES**

FOR RESIDENTIAL AND LIGHT COMMERCIAL CUSTOMERS

For all questions about this Bid contact:

Ronald Feldner, P.E.

rfeldner@gardencity-ga.us

(912) 966-7777

**RFP Submittal Deadline:
Wednesday, March 31, 2021 at 1:00P.M.**

RFP Invitation to Service Providers
Curbside Waste Collection, Recycling, Yard Waste & Bulk Waste Disposal Services
Garden City, Georgia

The City of Garden City, Georgia will receive sealed technical and fee proposals until **1:00PM on Wednesday, March 31, 2021** for the referenced services which are described herein. The City invites Service Providers to submit proposals responsive to the specific requirements set forth in this Request for Proposals (RFP).

A mandatory pre-proposal conference has been scheduled for **Thursday, March 11, 2021 at 2:00 PM**, via Conference Call and Zoom Meeting. All Service Providers who intend to submit a response are required to participate in the pre-proposal conference. Any questions and/or RFP requirements that may need clarification should be submitted in writing, according to the schedule in the RFP, and forwarded to the City contact at the contact information below. It shall be the Service Provider's responsibility to seek clarification on any questions in accordance with the RFP requirements as set forth herein.

The Service Providers' RFP response shall include a Technical Proposal and Fee Proposal with all other information requested in this RFP. The fees shall be the full cost per Unit per month to the City. The submitted envelopes containing the Proposal must be sealed and addressed to:

Ronald Feldner, P.E., City Manager
100 Central Avenue
Garden City, Georgia 31405

rfeldner@gardencity-ga.gov

Phone: 912-966-7777

All proposals shall be clearly marked: **"Proposal for Residential and Light Commercial Solid Waste, Recycling, Yard Waste & Bulk Waste Collection and Disposal Services."** The envelope must bear on the outside the name of the Service Provider and the Service Provider's address and contact information (name and phone number). No Proposal may be withdrawn or modified in any way after the deadline for Proposal openings. No faxed or electronic submissions of Proposals will be accepted.

Proposals will be publicly opened and only the name(s) of those Service Providers responding and Fee Proposal will be mentioned. Proposals must be valid for sixty (60) days following the opening date.

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

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

Background

The City currently operates its solid waste and recycling collection and disposal services through a private Service Provider. **As of January 31, 2021, the City has the following cart breakdown: 1,898 trash and recycling customers with one set of carts; 73 with an additional trash cart; and 20 with an additional recycling cart.**

The current rates charged by the existing Service Provider to the City are as follows:

Solid Waste, Recycling & Yard Waste Services \$17.52/month

- Additional Solid Waste Cart \$9.45/month
- Additional Recycling Cart \$4.09/month

Instructions to Service Providers

No Service Provider's employees or anyone representing the Service Provider shall contact by any method any City staff or elected officials from the date the RFP is advertised until the time of official award. The primary method of contact that should be utilized is email to ensure that all questions are properly addressed by the City to all prospective Vendors. The email communication approach will ensure that all questions or comments can be addressed by addenda.

Examination

The Service Provider is advised to examine field conditions within the City to become fully informed as to their existing conditions. Failure to examine the City 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.

Determination of Successful Service Provider

If awarded, the contract will be awarded to the most responsive and highest value Service Provider according to the criteria described in this RFP.

Responsiveness

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

Proposal Form

Proposals shall be submitted as called for in the RFP. The Service Provider will submit three hard (3) copies of its Technical Proposal and one (1) copy of its Fee Proposal. In addition, an electronic copy of each shall be submitted on a thumb drive.

Submission of Proposals

Proposals received after the scheduled bid opening time and date will remain unopened and will not be considered. The Service Provider shall package and seal its proposals so that they are not damaged in mailing. The original Technical Proposal and Fee Proposal are to be packaged together with a thumb drive electronic copy in the same envelope but sealed separately. The Service Providers should provide two additional copies of the Technical Proposal in hard copy format in the same envelope. Do not include pricing in your Technical Proposal document.



**REQUEST FOR PROPOSAL (RFP)
CURBSIDE WASTE COLLECTION, RECYCLING, YARD WASTE &
BULK WASTE DISPOSAL SERVICES**

**FOR RESIDENTIAL AND SELECT LIGHT COMMERCIAL CUSTOMERS
CITY OF GARDEN CITY, GEORGIA**

1. PURPOSE

The City of Garden City (City) is seeking proposals from qualified Service Providers to provide the resources, labor and equipment necessary to collect municipal solid waste, yard waste (dry trash), recyclable materials and select bulk waste from residential and select light commercial customers. The City's current contract expires on August 31, 2021 so the selected Service Provider must be capable of delivering all trash carts/toters and starting pick up service the week of August 23, 2021, if awarded the contract.

2. INTRODUCTION

General

The City is advertising for qualified Service Providers to provide for Solid Waste and Yard Waste Collection as well as Recycling and Bulk Pick Up Services for the City.

Purpose

The City is issuing this RFP to secure curbside collection services for residential household and selected light commercial Trash, Yard Waste and Recyclable Materials plus Bulk Materials in the incorporated areas of the City. The RFP is also to secure dumpster and/or trash cart services for City facilities. In general, the purpose of this procurement is to achieve the following goals:

- Secure services at the most cost effective rate through efficient collection of household and other waste materials;
- Minimize the impacts of trash collection operations on City streets as it relates to truck operations and truck maintenance issues (i.e. fluid leaks);
- Maintain the existing City collection schedule to minimize the inconvenience on existing customers;
- Provide a basic level of solid waste management services to meet the waste reduction and disposal needs of residents, the City and the State of Georgia;

Term of Contract

The Term of the Agreement shall be for four (4) years commencing on August 1, 2021 and expiring August 31, 2025. During the initial four-year term, the City shall have the right to terminate the Agreement with or without cause effective on the second anniversary of the Agreement's effective date by giving Contractor at least ninety (90) days' advance written notice of the intention to so terminate. If not terminated earlier by the City, the initial four-year term can be extended for three (3) automatic

extensions of one (1) year each unless either Party gives the other at least ninety (90) days' advance written notice of the intention to terminate the Agreement at the end of the then-current term. All notices given pursuant to this paragraph shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

Use of Subcontractors

It is understood that the primary supplier responding to this request for proposal must have the capability to undertake all the tasks outlined. The successful candidate shall not develop agreements with subcontractors in order to provide and manage the scope of services requested by the City.

Addenda to RFP

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than five (5) 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 sent only to those who have received the RFP from the City. Service Provider must acknowledge receipt of each addendum, if any, in a cover letter accompanying their proposal.

Selection of 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 Mayor and Council and the residents of the City. The Mayor and Council reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

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 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.

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 warrant that the information contained in this RFP or referenced documents is completely accurate. 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.

3. SCHEDULE

This Invitation to Bid will be governed by the following schedule:

<u>Activity</u>	<u>Dates & Times</u>
Release of Solicitation Request	March 1, 2021
Mandatory Pre-Proposal Event	March 11, 2021 @ 2:00 PM via Zoom
Deadline to Email Questions to City	March 17, 2021 by 5:00 PM
<i>RFP Due</i>	<i>March 31, 2021 by 1:00 PM</i>
Public Opening	March 31, 2021 @ 1:00 pm
Service Provider Selection Discussion by Council	April 19, 2021 @ 5:00 pm
Service Provider Contract Award by Council	April 19, 2021 @ 6:00 pm
<i>Service Provider Begins Trash Pick Up Services</i>	<i>Monday, August 23, 2021</i>

4. SCOPE OF SERVICES

General Service Requirements

Furnish all labor, equipment and materials for weekly collection and disposal of municipal solid waste, yard waste (dry trash), as well as biweekly collection of recyclable materials and "bulk goods". Collections will primarily occur at the curb. Backdoor service will be provided to residents free of charge that have secured advanced approval from the City and that are included on a list to be provided to the Company.

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 Company's employees will immediately pick up trash, recyclables or yard trimmings spilled by the Company as part of their work. The Company will make collections with a minimum of noise and disturbance to the customer. Collection hours are between 6 a.m. and 6 p.m.

Service Provider Collection Equipment

The Service Provider/Company will be required to use only GPS equipped rearloading trucks. Trucks shall not be older than three (3) years old at beginning of the Contract and rearloading trucks shall not be older than seven (7) years old during any point in the contract. Company will keep all equipment in safe operating condition, in proper repair, in a clean and presentable condition. Vehicles must be painted uniformly with the name of the Company, the vehicle identification number and Company's telephone number printed on each side. All vehicles will be secure and prevent the leakage of any fluids or littering of collected materials. All vehicles used for the collection of household garbage/trash will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Company to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover the area with sand to soak up this leakage and sweep up the soaked compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route.

All clean ups must be reported immediately to a City Representative in the Utility Billing Department at City Hall. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Company, the damaged area is sufficiently cleaned, the Company will contact the City Representative who will dispatch staff to assess the situation and approve that the clean-up was satisfactory.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended, except as made necessary by loading operations. Company will promptly repair any damage or injury to any City property, road, right of way, private mail boxes, or other items caused by the Company except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or private mail box to a condition at least equal to that, which existed immediately prior to infliction of damage.

City Facilities

The Service Provider shall furnish all labor, equipment and materials for collection, transport and disposal of dewatered sewage sludge (biosolids) on an ongoing basis from the Garden City Water Pollution Control Plant (WPCP) located at 1 Bud Brown Drive. The City produces wastewater sludge three to five days a week, resulting in approximately 537 wet tons annually with an approximate solids content of 15% to 20%. The material is collected at two locations at the WPCP site. The larger roll off dumpster is located at the Belt Filter Press (20 yard capacity) and the smaller dumpster at the Headworks (4 yard capacity).

The Company will also provide for the collection of refuse and recyclables at City facilities including, City Hall, Senior Center, Public Works, Recreation Gym, Bazemore Ball Park, Cooper Center/EOA, and 2 Fire Houses. The Company shall provide roll-off containers or dumpsters for the collection of refuse at each site at no cost to the City as follows.

- City Hall- (100 Central Avenue) 4 yard dumpster and 3 recycle carts
- Senior Center- (78 Varnedoe Avenue) 4 yard dumpster and 2 recycle carts
- Public Works- (2 Bud Brown Drive) 8 yard dumpster, 4 yard dumpster and 1 recycle cart
- Recreation Gym & Stadium - (160 Priscilla D Thomas Way) 6 yard dumpster
- Bazemore Ball Park- (4 Bud Brown Drive) 4 yard dumpster
- Cooper Center/EOA- (700 Davis Avenue) 6 trash carts and 3 recycle carts
- Fire Station # 1- (160 Main Street) 1 trash cart and 1 recycle cart at each
- Fire Station # 2- (2406 Highway 80) 1 trash cart and 1 recycle cart at each

Holiday Schedule

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. The City must approve any schedule changes. The following is a list of anticipated holidays: New Year's Day; Thanksgiving Day; Christmas Day; and Independence Day.

Customer Service

The Service Provider shall provide Collection and Disposal services to new customers within seven (7) calendar days of notification from the City. Current customers will receive requested additional or replacement rollout carts within three (3) calendar days of notification from the City. All requests to remove rollout carts shall be completed within ten (10) calendar days of the request while service disposal is discontinued immediately. If a collection from a subscribing address is missed, the City will notify the Company who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. If a collection from a subscribing address is skipped as the fault of the resident, the Service Provider should notify the City within three (3) hours of the missed collection. If no notification is received the collection is assumed missed and will be handled as stated above.

In the case of complaints regarding collection service or any related activities, the Company will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint within 24 hours. The Company will work cooperatively with the customer households and/or the City to resolve the complaint in a timely manner. The Company will be accessible to the citizens who wish to register a complaint through local telephone service. The Company will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive record and handle complaints. Such staff will be available during regular business hours, Monday through Friday 7 am to 5 pm. After hours, weekends, and holidays Company must make available a local message service to record citizen complaints. The Company will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

For each complaint received, the Company is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution and a copy of the log shall be submitted monthly to the City Manager or his/her designee. The report format is to be approved by the City Manager or his/her designee prior to the award of the contract. The City's goal is the resolution of all complaints within 24 hours of the complaint. Should the Service Provider fail to perform in accordance with this goal, a full written explanation of the circumstances and issues shall be provided to the City unless agreed to otherwise by the City and the Company.

The Service Provider will provide public education materials about recycling and services for distribution to customers. The educational materials will include, but not be limited to, acceptable recyclable materials, collection schedules, and specifications for accepting yard trimmings and recyclables set out at the curb.

Yard Waste Disposal

The Company shall collect all Yard Waste defined as tree limbs not larger than four (4) inches in diameter and no longer than four (4) feet in length, and stacked in piles not to exceed four (4) feet in height and four (4) feet in width. Tree trunks larger than four (4) inches in diameter will not be collected. All leaf and limb waste will be picked up provided it is bagged and set by the street.

In the event that Yard Waste set-out for pick up at a Residential Unit does not meet the specifications above and on the City website, the Service Provider shall leave a clearly explanatory printed or written notice for the Customer, and notify the City within eight (8) working hours.

Bulk Waste Disposal

The Service Provider shall collect and dispose of bulk or white goods on the customer's bi-weekly recycling pick up day. Bulk goods shall mean only appliances and furniture not to exceed greater than 100 pounds and 6 feet x 5 feet x 5 feet. Additional items will require scheduling with both the City and the Company and these will be billed and collected separately based on size, quantity, weight and time required.

Backdoor Service

Backdoor service will be provided for City customers free of charge that have made prior arrangements with the City and secured approval. Company's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Company employees should be careful not to expose themselves to danger such as by vicious animals in order to accomplish collection.

Containers/Toters

The Company shall provide containers/toters to each customer that will be clearly labeled to receive one (1) trash cart and one (1) single stream recyclables cart. Containers will be maintained in good working condition at all times. All containers will have a proper cover to prevent wind-blown litter and access by birds or animals.

Reports

Monthly reports shall be submitted to the City upon request within five (5) business days and shall include the following information:

1. A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;
2. Tonnage summary by refuse type (trash, recyclables, yard waste, bulk) for the associated month.

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection Service (i.e. trash, recyclables, yard waste, bulk):

1. Complaints/resolution summary;
2. Daily route sheet with attached disposal site weight ticket;
3. Recycling participation;
4. Route operational data form;
5. Vehicle identification number;
6. Daily staffing summary (including substitutions);
7. Landfill tickets;
8. Daily route sheets (including labor hours); and
9. Disposed tonnage of Refuse and Recyclables itemized on a per-day basis.

The Service Provider shall provide the City an annual report to the City documenting all disposal services performed in the prior 12 months. The obligation to submit an annual report shall survive the termination or expiration of the Contract. The City may withhold payment of balances due the Service Provider until such final report is requested, received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Contract and shall include a compilation of the monthly reports for the associated year.

5. PROPOSAL SUBMISSION REQUIREMENTS

Submitted proposals must include the information requested herein. The proposal must be submitted in compliance with the instructions set forth herein. Proposals must be delivered to: **City of Garden City, Attention: Ron Feldner, City Manager, 100 Central Avenue, Garden City, Georgia 31405**. No proposal may be modified, withdrawn, or canceled for a period of sixty (60) days after time designated for receipt of proposals. The City reserves the right to reject any and all proposals and to waive irregularities, technicalities, and informalities.

Technical and Fee Proposal Requirements

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

General: The City is not interested in elaborate brochures. All documents should be typewritten on standard 8.5 x 11-inch white paper and limited to 25 pages total. Exceptions to the page size would be schematics, exhibits, or other information necessary to facilitate the City's ability to accurately evaluate the proposal.

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, and telephone numbers of the Service Provider along with the name, title, address, and telephone numbers of the Company executive that has the authority to execute the contract with the City. The cover letter shall present the Service Provider's understanding of the Project and a summary of the approach to be undertaken to perform the Services.

Executive Summary: The Service Provider shall submit an executive summary, which outlines its Proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the contract, give the responsibilities of the project team, and a summary of the proposed Services to be provided. This section should highlight aspects of the Company's Proposal, which make it superior or unique to successfully delivering the requested Scope of Services.

Submission: The Service Provider shall package and seal its proposals so that they are not damaged in mailing. The original Technical and Fee proposals are to be packaged together in the same package but placed in separate sealed envelopes within the package. The Service Providers should provide two additional copies of the Technical Proposal in hard copy format in the same envelope. Do not include any pricing in your technical 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 set forth herein.

Company Overview and Staff: Provide an overview of the Company's key personnel. The Service Provider shall provide, in this section of the proposal, a description of the specific staff that will be assigned to effectively meet the requirements of this contract. This description will include, at a minimum, the number of permanent employees, part-time employees and an organizational chart reflecting local and corporate assignments and responsibilities. Specifically, the Service Provider must identify what priority will be placed on this contract and how the firm intends to provide the management and staffing for the project.

Resumes: The Service Provider shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and Corporate. Resume shall include, at a minimum:

- Position title
- Tenure with Service Provider
- Education and Professional Certifications
- Experience
- Other related information

Project Approach and Methodology: The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to meet the requirements of the RFP Scope of Services.

Transition: The Service Provider shall provide a plan for the seamless transition of services from the previous Service Provider, if this situation were to occur.

Collection Schedule: The Service Provider shall document in this section that it can accommodate the City's existing pick up schedule for the collection of household garbage, yard debris, and/or recyclable collection and bulk for customer households within the City.

Equipment: The Service Provider shall provide a comprehensive list of all equipment, including type of truck, year, model, equipment ID number, and vehicle tare weight that shall be used in fulfilling the contract. This must be provided at the beginning of the contract and upon the request from the City at any time during the contract.

City Facilities: The Service Provider shall further describe, in this section, its plan for providing collection services to all required City facilities as outlined herein.

Solid Waste Disposal: The Service Provider will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to manage and utilize for disposal of City generated waste. The list will include the disposal facility's permit number, current address, contact person, and telephone number for each facility listed. In addition, the Service Provider must submit documentation for the facilities it proposes to use, demonstrating five (5) years of future disposal capacity for waste generated from the City.

Recyclables: The Service Provider will submit in its proposal a list of recycling facilities it will use to process the recyclables generated within the City. The list will include a current address, contact person, and telephone number of each facility listed.

Public Education: The Service Provider will submit a waste reduction and recycling public education plan to the City. The plan must include a copy (via outline format) of the public education materials the Company intends to distribute to subscribing households and identify a plan for the development and distribution of such educational materials on an ongoing basis. The Service Provider will also define the intentions of the program and indicate a philosophy of educational outreach.

Company Experience/Capabilities: The Service Provider shall provide, in this section of the proposal, a detailed description of similar services or contracts in which the Service Provider is presently involved during the past five (5) years. In particular, reference company experience with public sector entities that provide Municipal Solid Waste and recyclables collection and disposal services on a subscription basis and under direct contract with the local government entity. The Service Provider shall also provide, in this section of the proposal, a description of the firm's capabilities. Any limitations relative to facilities, staff personnel, ongoing projects/contracts, etc. shall be identified.

Customer Service Approach: Describe the following items in your Proposal

1. Describe the Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
2. Describe the Service Provider's complaint resolution procedures.
3. Describe the nature of service improvement and increase in customer satisfaction that the Service Provider has been able to achieve in environments comparable to the City's in size and complexity.
4. Describe the methodology the Service Provider uses to handle an "unhappy customer". How does the Service Provider ensure the customer's future satisfaction?
5. Show a company organizational chart with contacts from account manager to CEO.
6. Indicate the location of the company's headquarters and a point of contact name and number for the Company liaison dedicated to the City.

References: The Service Provider must list local government client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three (3) years with a contact person, telephone number and explanation for the discontinuation.

6. PROPOSAL EVALUATION & CONTRACT AWARD

The contract will be awarded to the most responsive Service Provider that offers the best value to the City in terms of service performance record, experience, price and customer references. Each proposal will be reviewed by an evaluation team selected by the City Manager. The evaluation will involve a holistic review of all material provided with a focus on the following components (in no particular order):

- 20% - Document at least four (4) years' experience with at least (3) Municipal Solid Waste contracts with local governments of comparable size.
- 20% - Service Provider's track record of customer service responsiveness.
- 20% - Service Provider's successful performance record with other municipal customers.
- 35% - Service Provider's cost proposal and fee schedule.
- 5% - Local business within Chatham County.

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.

Oral Presentations (City Option)

Following the evaluation of the written proposals, the City's Evaluation Team may request the top ranking Service Providers to make an oral presentation and/or be interviewed either in person or by Zoom. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time as set forth by the City.

NOTE: The City reserves the right to accept proposals, as submitted, and enter directly into a contractual agreement with a selected Service Provider. Accordingly, it is imperative that all submittals contain both the best Technical and Fee Proposals in their initial submission.

Negotiations

The City may negotiate with the highest ranked Service Provider whose proposal is determined to be most advantageous to the City for the purposes of reaching final contract terms. If negotiations with the highest ranking Service Provider fail, negotiations shall be initiated with the next highest ranking Service Provider, and so on, until acceptable contract terms to the City are reached. The City reserves the right to reject all offers and end the process without executing a contract.

Contract Formation

If the negotiation process produces an agreement acceptable to both parties, the draft contract provided herein shall be constructed and forwarded to the successful Service Provider for execution and then to the City's Mayor and Council for acceptance in accordance with the RFP schedule. The draft contract format will be the only acceptable document for execution.

Sample Agreement

This solicitation includes a "Sample Curbside Waste Collection, Recycling, Yard Waste & Bulk Waste Pick Up Services Agreement" that will serve as a template for the City and the successful Service Provider to begin negotiations. Please indicate any exceptions to the "Sample Agreement" that you wish to bring to the City's attention in your written proposal on the form provided.



FEE PROPOSAL

Complete the pricing information below and include it in a separate sealed envelope.

Description:

Cost

Collection and Disposal of Acceptable MSW (1 Toter) ¹	\$ _____/month/unit
Collection and Disposal of Recyclable Materials (1 Toter) ²	\$ _____/month/unit
Collection and Disposal of Yard Waste ^{1, 3}	\$ _____/month/unit
Collection and Disposal of Bulk Materials ^{2, 4}	\$ _____/month/unit
Total Monthly Fee	\$ _____ (Add 4 lines above)
Additional Fee for Each Additional MSW Toter	\$ _____/month/toter
Additional Fee for Each Additional Recyclables Toter	\$ _____/month/toter
Sludge Disposal - Collect, Transport & Dispose ⁵	\$ _____/wet ton

Note 1: Pick up service to be conducted weekly per the attached Exhibit A.

Note 2: Pick up service to be conducted bi-weekly per the attached Exhibit B.

Note 3: Yard waste pick up information - <http://www.gardencityga.org/index.aspx?page=245>

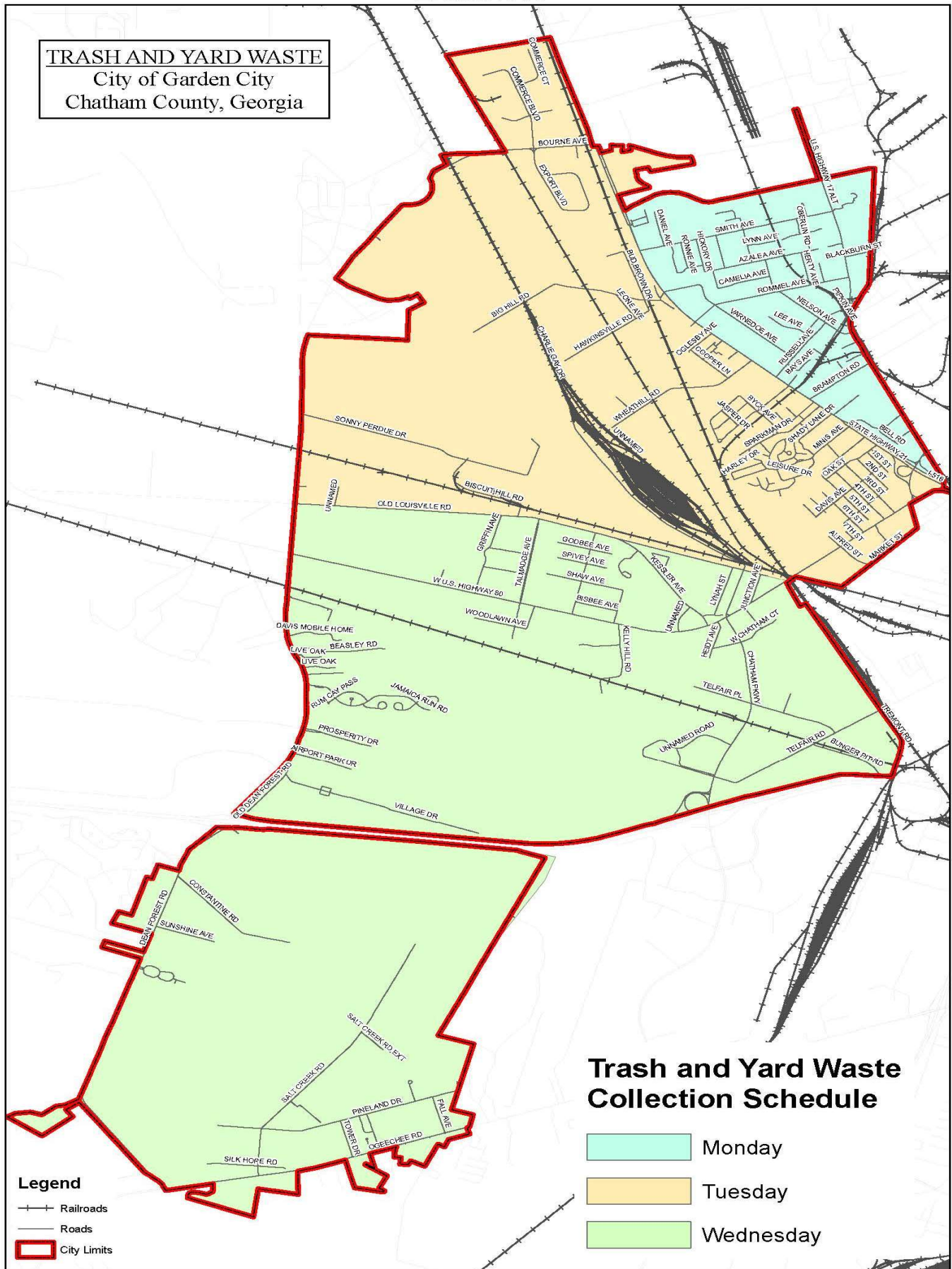
Note 4: As per the Scope of Services and Schedule defined in the RFP.

Note 5: Based on the annual sludge quantity noted herein via a 20 yard open top dumpster at the Belt Filter Press and a 4 yard dumpster at the headworks.

RFP Exhibits and Sample Agreement Exceptions

Exhibit A

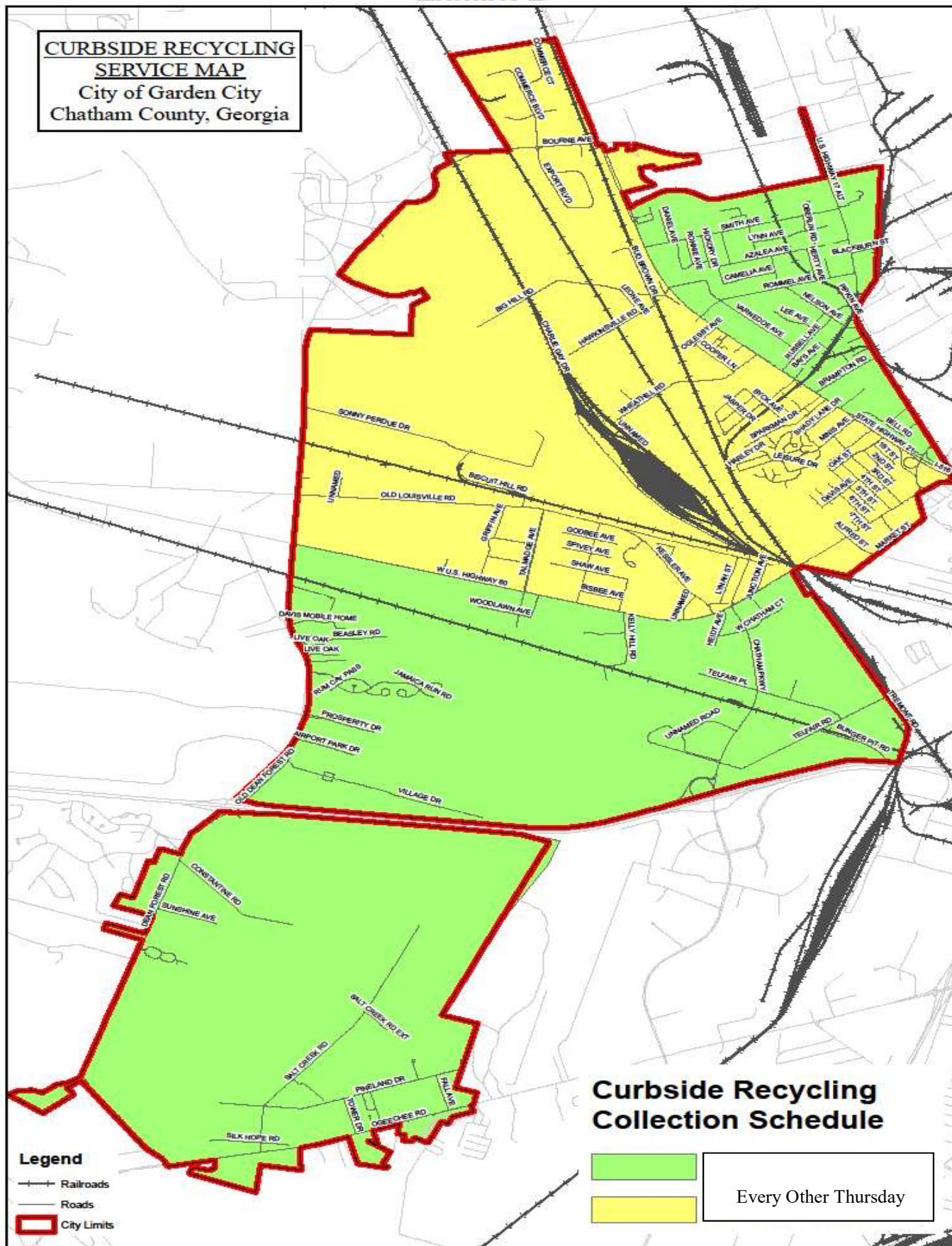
TRASH AND YARD WASTE
City of Garden City
Chatham County, Georgia



Trash and Yard Waste Collection Schedule

	Monday
	Tuesday
	Wednesday

Exhibit B



EXCEPTIONS TO SAMPLE AGREEMENT

[illegible]**COMPLETED BY:**

Company Name: _____

SAMPLE CURBSIDE WASTE COLLECTION, RECYCLING, YARD WASTE
& BULK WASTE PICK UP SERVICES AGREEMENT

("Agreement") is made this ____ day of _____, _____, by and between _____, a corporation organized and existing under the laws of the State of Georgia ("Contractor"), and CITY OF GARDEN CITY, GEORGIA, a municipal corporation created under the laws of the State of Georgia ("City") (hereafter collectively the "Parties").

WHEREAS, the City desires to provide its citizens with environmentally sound collection and disposal of municipal solid waste, recycling, yard waste and bulk waste; and

WHEREAS, Contractor and its affiliates have extensive experience in the collection, disposal and processing of these type waste materials; and

WHEREAS, the City had determined that it would be in the best interests of the citizens to contract with Contractor for these services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for in and consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City and Contractor agree as follows:

1. DEFINITIONS

- a. Acceptable Waste or Municipal Solid Waste (MSW) shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass, and metal materials, but excluding Unacceptable Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained within 96-gallon totes placed at the curbside on the proper weekly collection day, but occasional overflow of waste is permitted if properly sealed in plastic garbage bags in proximity to the tote. As used herein, the term "MSW" shall mean Acceptable Waste unless the context demonstrates otherwise. Recyclable Materials as defined herein shall not be commingled with Acceptable Waste in 96-gallon totes. Title to Acceptable Waste shall transfer to Contractor upon collection in Contractor vehicles.
- b. Yard Waste or Dry Trash shall mean leaves, brush, grass, clippings, shrubs, spent flowers & garden plants, weeds, pine needles, pine cones, acorns, vines, twigs, branches, discarded Christmas trees, and other woody material up to 4 inches in diameter and no longer than 4 feet in length.

- c. Bulk Waste shall mean white goods (e.g., stoves, freezers, dishwashers, trash compactors, refrigerators, freezers, water tanks, washing machines, dryers, water heaters, air conditioners), furniture (e.g., couches, chairs, appliances.)
- d. Unacceptable Waste shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludge, waste from a pollution control process or cleanup of a spill of chemical substance or commercial product, waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any non-yard waste item too large or heavy to be contained within a 96-gallon toter. Title to and liability for Unacceptable Waste shall remain with the waste generator at all times.
- e. Recyclable Materials shall mean acceptable glass (all colors, but excluding pyrex, corning or mirrored glass), aluminum containers, steel cans, plastic containers (1-7), newspapers, magazines and related fibrous products, and cardboard that has been broken down to fit within the Contractor-provided roll-out toter placed at the curbside on the proper weekly collection day. Neither Acceptable Waste nor Unacceptable Waste shall be commingled with and placed within the Recyclable Materials toter. Title to Recyclable Materials shall transfer to Contractor upon collection in Contractor vehicles.
- f. Residential Unit shall mean a dwelling within the corporate limits of the City occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are supplied thereto. Apartment or condominium buildings with four (4) or more individual dwellings shall be considered commercial establishments and not Residential Units, unless each individual dwelling is provided its own toters and each dwelling is included within the Residential Unit house count, described hereafter.
- g. Light Commercial Units shall mean those shops, stores, offices, churches and the like that are not industrial in nature and are not Residential Units, and that utilize no more than three (3) Acceptable Waste toters and three (3) Recyclable Materials toters. Any business that must utilize more than three of either type of toter, or that must utilize a front load waste container, shall not be considered a Light Commercial Unit, and may negotiate commercial service directly with Contractor.

2. TERM

The Term of the Agreement shall be for four (4) years commencing on August 1, 2021 and expiring on August 31, 2025. During the initial four-year term, the City shall have the right to terminate the Agreement with or without cause effective on the second anniversary of the Agreement's effective date by giving Contractor at least ninety (90) days' advance written notice of the intention to so terminate. If not terminated earlier by the city, the initial four-year term can be extended for three (3) automatic extensions of one (1)

year each unless either Party gives the other at least ninety (90) days' advance written notice of the intention to terminate the Agreement at the end of the then-current term. All notices given pursuant to this paragraph shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

3. THE SERVICE AND CONTRACTOR RESPONSIBILITIES

Contractor shall furnish, at its sole cost and expense, the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, Recyclable Materials, and Bulk Waste collection to all Residential and Light Commercial Units of the City, which currently consists of approximately 1,900 total Units with a total of approximately 2,000 toters (the "Service"). The Service shall include the following:

- a. Toter Supply. Each Residential Unit and Light Commercial Unit will be provided 96-gallon toter for Acceptable Waste, and new Residential Light and Commercial Units will be provided a 96-gallon toter for Acceptable Waste as they are added to the City. Each Residential Unit and Light Commercial Unit will also be provided a separate 96-gallon toter for Recyclable Materials, and new Residential Units and Light Commercial Units will also receive a 96-gallon toter for Recyclable Materials as they are added to the City. If a Residential Unit wishes to have more than single toter for Acceptable Waste or Recyclable Materials, the Residential Unit must receive City approval for same and arrange with the City for delivery of additional toter(s). Light Commercial Units shall be provided up to three (3) Acceptable Waste toters and up to three (3) Recyclable Materials toters upon their request to the City.
- b. Acceptable Waste Collection Frequency, Days, and Times. Acceptable Waste shall be collected from the curbside one time (1x) per week from each Residential Unit and Light Commercial Unit on Monday, Tuesday, and Wednesday. Contractor's anticipated route schedules are attached hereto and incorporated herein as Exhibit "A." Collections hours are between 6:00 a.m. and 6:00 p.m. Acceptable Waste shall be collected from the Contractor-supplied waste toters only, but occasional overflow of waste is permitted if properly sealed in plastic garbage bags in proximity to the Acceptable Materials toter. Acceptable Materials toters shall be colored _____.
- c. Yard Waste Collection Frequency, Days, and Times. Yard Waste shall be collected from the curbside one time (1x) per week from each Residential Unit and Light commercial Unit on Monday, Tuesday, and Wednesday. Contractor's anticipated route schedules are attached hereto and incorporated herein as Exhibit "A." Collections hours are between 6:00 a.m. and 6:00 p.m. Yard Waste shall be collected from the curb next to the toters. Yard Waste will be bagged in plastic or paper bags or bundled as specified below. The maximum amount of bags per unit is eight (8). Tree limbs or sticks will be bundled together and will not weigh more than 45 pounds. The individual sticks will be no larger than 4-inches in diameter and less than 4 foot in length and will be tied in bundle. All leaf and limb waste

will be picked up provided it is bagged and set by the street. In the event that Yard Waste set-out for pickup at a Residential Unit does not meet the specifications above and on the City website, the Contractor shall leave a clearly explanatory printed or written notice for the Customer, and notify the City within eight (8) working hours.

- d. Recyclable Materials Collection Frequency, Days, and Times. Recyclable Materials shall be collected from the curbside twice (2x) monthly from each Residential Unit and Light Commercial Unit on the first and third Thursday of each month for approximately one-half of the City, and on the second and fourth Thursday for the other half of the City. Contractor's anticipated route schedules are attached hereto and incorporated herein as Exhibit "B." Collections hours are between 6:00 a.m. and 6:00 p.m. Recyclable Materials shall be collected from Recyclable Materials totes only. Recyclable Materials totes shall be colored _____.
- e. Bulk Waste Disposal. Contractor shall collect and dispose of Bulk Waste on the customer's bi-weekly recycling pick-up day. Bulk goods shall mean only appliances and furniture not to exceed greater than 100 pounds and 6ft by 5ft by 5ft. Additional items will require scheduling with both the City and the Contractor and these will be billed and collected separately based on size, quantity, weight, and time required.
- f. Backdoor Service. Backdoor service will be provided free of charge for City customers who have made prior arrangements with the City and secured approval. Contractor's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Contractor's employees should be careful not to expose themselves to danger such as by vicious animals in order to accomplish collection.
- g. New Customer Service. The Contractor shall provide collection and disposal services to new customers within 7 calendar days of notification from the City.
- h. Service for City Facilities.
 - (i) City Water Pollution Control Plant. Contractor shall provide all labor, equipment and materials for collection, transport and disposal of de-watered sewage, sludge (biosolids) on an ongoing basis from the Garden City Water Pollution Control Plant (WPCP) located at 1 Bud Brown Drive, Garden City, Georgia. The City produces wastewater sludge three to five days a week, resulting in approximately 537 wet tons annually with an approximate solids content of 15% to 20%. The material shall be collected at two locations at the WPCP site: A large roll-off dumpster located at the Belt Filter Press (20-yard capacity) and a small dumpster located at the Headworks (4-yard capacity).

(ii) Other City Facilities. Contractor will also provide for the collection of refuse and recyclables at all City facilities including, but not limited to, City Hall, the Senior Center, Public Works Department, Recreation Gym and Stadium, Bazemore Ball Park, Cooper Center/EOA, and two fire houses, and to provide roll-off containers or dumpsters for the location of refuse at each site at no cost to the City as follows:

1. City Hall (100 Central Avenue): 4-yard dumpster and 3 recycle carts
2. Senior Center (78 Varnedoe Avenue): 4-yard dumpster and 2 recycle carts
3. Public Works (2 Bud Brown Drive): 8-yard dumpster, 4-yard dumpster, and 1 recycle cart
4. Recreation Gym and Stadium (160 Priscilla D. Thomas Way): 6-yard dumpster
5. Bazemore Ball Park (4 Bud Brown Drive): 4-yard dumpster
6. Cooper Center/EOA (700 Davis Avenue): 6 trash carts and 3 recycle carts
7. Fire Station #1 (160 Main Street): 1 trash cart and 1 recycle cart
8. Fire Station #2 (2406 Highway 80): 1 trash cart and 1 recycle cart

- i. Exclusions from the Service- The Service shall not include commercial establishments that require four (4) or more Acceptable Waste or Recyclable Material totes. Such commercial establishments may negotiate commercial service agreements directly with Contractor.
- j. Disposal. Contractor shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement at only municipal solid waste disposal facilities that are licensed and permitted to accept such solid waste.
- k. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Thanksgiving Day, Christmas Day, and Independence Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday (for example, if the Holiday occurs on a Monday, Monday Services will occur on Tuesday, Tuesday Services will occur on Wednesday, and so on for that calendar week); except that if a designated holiday falls on Thursday, the Recyclable Material collection will occur on the day before (Wednesday). The City must approve any changes of such holiday schedule.
- l. 30-Yard Roll-Off Service. On two separate days per year, Contractor shall provide a single 30-Yard Open Top Container at no charge at a location designated by the City for the City's use in clean-up activities. Only Acceptable Waste may be placed in the 30-Yard Container. No Unacceptable Waste or Bulk Waste may be placed in the 30-Yard Container.
- m. Toter Replacement. Contractor shall replace at no charge to the City or the individual Residential Units or Light Commercial Units any toter that becomes damaged or destroyed including toters that become

unusable because of ordinary wear and tear, or that are lost or stolen during the provision of the Service. Customer shall receive requested additional or replacement totes within 3 calendar days of notification from the City. All requests to remove totes shall be completed within 10 calendar days of the request while service disposal is discontinued immediately.

n. Reporting.

- (i) Monthly reports shall be submitted to the City upon request within 5 business days and shall include the following information:
 - 1. Letter that abstracts the highlights major accomplishments, problems, trends and other pertinent information for the associated month; and,
 - 2. Tonnage summary by refuse type (trash, recyclables, yard waste, bulk materials, etc.) for the associated month.
- (ii) Ad hoc reports shall be submitted by the City upon request. The reporting period shall be defined at the time of the request. Ad hoc reports shall include the following information for each collection service (i.e. trash, recyclables, bulk waste, yard waste, etc.):
 - 1. Complaints/Resolution Summaries;
 - 2. Two daily route sheet and attached disposal site weight ticket;
 - 3. Recycling participation;
 - 4. Route operational route data form;
 - 5. Vehicle identification number;
 - 6. Daily staffing summary (including substitutions);
 - 7. Landfill tickets;
 - 8. Daily route sheets (including labor hours); and,
 - 9. Disposed tonnage of refuse and recyclables itemized on a per day basis.

Contractor shall provide the City an annual report documenting all disposal services performed in the prior 12 months. The obligation to submit an annual report shall survive the termination or expiration of this Agreement. The City may withhold payment of balances due to Contractor until such final report is requested, received, and accepted by the City. The annual report should be submitted to the City no later than 30 days following every 12 month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

- o. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.

- p. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.
- q. Supervision. Contractor shall provide competent supervision in charge of working crews at all times while providing the Service.
- r. Complaints and Missed Pick-Ups. If a collection from a subscribing address is missed, the City will notify the Contractor who will return to collect the waste materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. If a collection from a subscribing address is skipped as the fault of the resident, the Contractor should notify the City within 3 hours of the missed collection. If no notification is received, the collection shall be assumed missed and will be handled as stated above.
- s. Handling of Complaints. In case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint within 24 hours. The Contractor will work cooperatively with the customer, household, and/or the City to resolve the complaint in a timely manner. The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive, record, and handle complaints. Such staff will be available during regular business hours, Monday through Friday, 7:00 a.m. to 5:00 p.m. After hours, weekends, and holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. The Contractor shall maintain a log for all complaints and file same on a weekly basis with the City Manager or his designee, giving the date of receiving each complaint, the actual or planned resolution of the complaint, and the date of final resolution. The reporting format shall be approved by the City Manager. Should the Contractor fail to resolve a complaint within 24 hours as required above, a full written explanation of the circumstances and issues shall be provided to the City unless agreed to otherwise by the City and the Contractor.
- t. Public Education. Contractor shall distribute to customers public education materials about recycling and services. The educational materials will include, but not be limited to, a list of acceptable Recyclable Materials, collection schedules and specifications for accepting yard trimmings, bulk materials, and recyclables set out at the curb.
- u. Anti-Discrimination. In performing the Service, Contractor shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.

- v. Agreement Not Exclusive Franchise. It is the understanding and intention of the Parties hereto that the Agreement shall constitute a contract for the collection and disposal of refuse and recyclable materials, and that said Agreement shall not constitute an exclusive franchise, nor be deemed or construed as same.
- w. Contractor's Collection Equipment.
- (i) Contractor shall use only GPS equipped rear-loading trucks.
 - (ii) Trucks shall not be older than 3 years old at the beginning of the Agreement and rear-loading trucks shall not be older than 7 years old during any point of the Agreement.
 - (iii) The Contractor shall keep all equipment in safe, operating condition, in proper repair, and in a clean and presentable condition.
 - (iv) Vehicles shall be painted uniformly with the name of the Contractor, the vehicle identification number, and the Contractor's telephone number printed on each side.
 - (v) All vehicles will be secure and prevent the leakage of any fluids or littering of collected materials.
 - (vi) All vehicles used for the collection of household garbage/trash will have a fully enclosed metal top.
 - (vii) All loading doors and cab doors will be closed before a vehicle is placed in motion.
 - (viii) Vehicles will not be overloaded as to scatter refuse but when refuse is scattered for any reason, it shall be the responsibility of the Contractor to immediately pick up the scattered matter.
 - (ix) Drivers of vehicles which break hydraulic hoses and leak fluids on City rights-of-way will be required to immediately stop operation, clean up the fluids with either a compound or by covering the area with sand to soak up the leakage, and then sweep up the soak-filled compound or sand and placing same in the truck. A call for a replacement vehicle or repairing the leaking hydraulic hose will be required before proceeding with the scheduled route. All clean-ups must be reported immediately to the City Manager and the Utility Building Department at City Hall. The report shall include the address of the area that the spill occurred. If any address is not readily available, the Contractor shall, by his vehicle GPS device, produce an area identification number. When, in opinion of the Contractor, the damaged area is sufficiently cleaned, the Contractor will contact the City Manager who will dispatch staff to assess the situation and approve that the cleanup was satisfactory.
 - (x) Vehicles shall be washed and maintained in a clean and sanitary condition.
 - (xi) Vehicles are not to interfere unduly with a vehicular or pedestrian traffic.

- (xii) Vehicles shall not be left standing on streets and alleys unattended, except as made necessary by loading operations.
- (xiii) The Contractor shall promptly repair any damage or injury to any City property, road, right-of-way, private mailboxes, or other items caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right-of-way, bridge, or private mailbox to a condition to at least equal to that which existed immediately prior to the infliction of damage.

4. HOUSE/BUSINESS COUNT, ADJUSTMENTS AND WEEKLY SUMMARY

a. The estimated Residential Unit and Light Commercial Unit count at the commencement of the term hereunder shall be approximately 1,900 total Units using approximately 2,000 total toters; *however, the Parties shall verify this count prior to the initial billing under this Agreement and shall adjust the count for billing purposes accordingly.* Either Party may propose a prospective adjustment to the count at any time during the term of this Agreement upon reasonable notice to the other Party, the proposed adjustment shall be investigated jointly by the Parties to establish a new total Unit count to apply thereafter. Contractor shall keep an accurate database that includes service addresses and the number of toters for both Acceptable Waste and Recyclable Materials at each address. Contractor shall provide the City a report each month that will accompany the invoice that shows additions to or deletions from the total number of toters reported in the prior month.

b. The City shall be the point of contact for residents to open or close Residential Unit and Light Commercial Unit accounts, or for residents to request additional carts or repairs to carts. Before 5:00 pm on the last business day of each week, the City shall transmit a weekly summary to Contractor identifying by address all new accounts and closed accounts; all additional toters requested; all toters requested to be removed; and all toters requested to be removed for repair and/or replacement.

5. FEES AND PAYMENT

- a. Service Fee for First Acceptable Waste and Recyclable Material Toters per Location to include Yard Waste and Bulk Waste Disposal. For the first Acceptable Waste and Recyclable Material totter at any Residential Unit or Light Commercial Unit, Contractor shall be paid the total amount of _____ per month.
- b. Fee for Each Additional Toter. For each additional waste totter delivered to a Residential Unit or Light Commercial Unit beyond the first waste totter, and Contractor shall be paid an additional Fee of _____ per month; for each additional Recyclable Materials totter

delivered to a Residential Unit or Light Commercial Unit beyond the first recyclable material toter, Contractor shall be paid an additional Fee of _____ per month.

- c. CPI Increases. The Fees described in subsections a and b, above, shall remain fixed for the first twenty-four (24) months of this agreement (_____). The Fees described in subsections a and b, above, shall be adjusted on _____, and on each successive _____ thereafter, by a percentage equal to the average monthly increase in the Consumer Price Index, All Urban Consumers (CPI-U), All Items, South Urban Area (Base Period 1982-1984=100), as reported by the United States Dept. of Labor, Bureau of Labor Statistics, for the previous twelve month period (the average monthly value of the index for the previous 12 month period shall be compared to the index value for the month that is 12-months prior to each increase date).
- d. Invoices and Payment. Invoices shall be submitted by Contractor on a monthly basis. The City shall have thirty (30) days from the invoice date to remit payment in full. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

6. DEFAULT AND TERMINATION

Except as otherwise provided in the Force Majeure provision of this Agreement, the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

7. INDEPENDENT CONTRACTOR

Contractor shall perform the Service as an independent Contractor. Contractor, its officers, employees, agents, Contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Contractor at all times shall have exclusive control of the performance of the Service. Nothing in this agreement shall be construed to give the

City any right or duty to supervise or control Contractor, its officers, employees, agents, Contractors, or subcontractors, nor to determine the manner in which Contractor shall perform its obligations under the Agreement.

8. SUBCONTRACTORS

Contractor shall not use subcontractors to perform the Service described hereunder unless Contractor has obtained prior written approval from the City, which approval shall not be unreasonably withheld. In the event that written approval is obtained, Contractor shall remain liable to the City for the subcontractor's performance of the Service as if the Service was being provided by Contractor itself.

9. FORCE MAJEURE

Contractor's performance of the Service may be suspended and its obligations excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the occurrence of a force majeure event, Contractor shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

10. INDEMNIFICATION

a. Contractor agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, caused in whole or in part by the acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance to this Agreement.

b. Notwithstanding any provisions to the contrary, Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

c. The indemnification obligations of this section shall survive the termination or expiration of the Agreement for any reason.

11. INSURANCE

Contractor shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000
C. Comprehensive General Liability (including coverage for the following: premises-operations, products/completed operations, contractual, independent contractors, broad form property damage, and personal injury)	
\$1,000,000 per occurrence	\$2,000,000 aggregate
D. Automobile Liability (owned and non- owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$2,000,000per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, Contractor shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided to the City.

12. MISCELLANEOUS PROVISIONS

a. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

b. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

c. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No

payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

d. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

e. Choice of Law. This Agreement shall be governed by Georgia law, without regard to choice of law rules.

f. Assignment. Neither Party may assign its rights and obligations under this Agreement without prior written consent of the other Party, except that Contractor may assign its rights and obligations under this Agreement to any Contractor affiliate without the City's consent. An assignment shall not relieve the assigner of any obligations under this Agreement.

g. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respected Parties.

IN WITNESS WHEREOF, the Parties have executed this Municipal Solid Waste, Recycling, Yard Waste and Bulk Disposal Services Agreement as of the date above.

(CONTRACTOR)

By: _____

Print: _____

Title: _____

CITY OF GARDEN CITY, GEORGIA

By: _____

Print: _____

Title: _____