



Oconee County Board of Commissioners

Request for Proposal

Recyclable Material Collection and Disposal Services

ACCEPTANCE DATE: Prior to 2:00 P.M., Thursday, July 28, 2016 "Local Time"

RFP NUMBER: FY1707-09

ACCEPTANCE PLACE: Oconee County Board of Commissioners
Finance Department - Division of Procurement
23 N. Main Street, Suite 206
Watkinsville, Georgia 30677

A MANDATORY PRE-CONFERENCE MEETING will be held on Thursday, July 14, 2016 at 2:00 P.M. at the above referenced address, Commission Chambers, Suite 205 for clarification of any questions on the specifications.

QUESTIONS regarding this Request for Proposal shall be received no later than 2:00 P.M. on Thursday, July 21, 2016.

RFP OPENING shall be held in the Commission Chambers, Room 205, at 2:00 P.M. at the above reference address.

REQUESTS FOR INFORMATION related to this Solicitation should be directed to:

Karen T. Barnett, CPPB
Purchasing Officer
(706) 769-2944
(706) 310-3574 (Fax)
E-mail address: kbarnett@oconee.ga.us

This document can be downloaded from our web site: www.oconeecounty.com

Issue Date: June 30, 2016

June 30, 2016
Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677
Request for Proposal (RFP) # FY1707-09

Annual Recyclable Material Collection and Disposal Services

Sealed proposals, one (1) unbound original, two (2) copies, and one (1) electronic file submittal, will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 206, 23 N. Main Street, Watkinsville, GA. 30677 until **2:00 p.m. on Thursday, July 28, 2016** for Recyclable Material Collection and Disposal Services. At that time, date, and place, in Suite 205, the sealed proposals will be publicly opened and only the names of the respondents will be read aloud. Proposals received after this time will not be considered.

The purpose of this RFP is to obtain a qualified contractor to provide for the collection, transporting and processing of all recyclable materials from each of the County collection centers and County Facilities. **Solid waste and non-recyclable materials are not a part of this RFP.**

RFP forms and specifications are on file at the Oconee County Finance Department, Suite 206, at the address given above or may be obtained from the County's Website at www.oconeecounty.com. Each sealed envelope containing a proposal must be plainly marked on the outside as "Proposal for Recyclable Material Collection and Disposal Services", the Offerors Name, Address, License Number, if applicable, and should include an E-Verify Affidavit. Pursuant to Georgia law, no proposals will be considered without an executed E-Verify Affidavit. The successful respondent will be required to pay sales and use tax on materials purchased or used on this contract, if applicable.

A mandatory pre-conference meeting will be held at **2:00 p.m. on Thursday, July 14, 2016** at the Commission Chambers, Suite 205, at the address given above. All interested parties are required to attend.

A fidelity bond and performance bond are required upon award of this contract. The agreement period is July 1, 2016 through June 30, 2017 and may be renewed up to four (4) additional years at the County's option.

Questions regarding this RFP should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at kbarnett@oconee.ga.us and shall be received no later than **2:00 p. m. on Thursday, July 21, 2016**.

OCBOC reserves the right to accept or reject all bids or any bid that is non-responsive or not responsible, and to waive technicalities and informalities, and to issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Oconee County Board of Commissioners
G. Melvin Davis



RFP #FY1707-09

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**Oconee County Board of Commissioners
Request for Proposal#FY1707-09
Annual Recyclable Material Collection & Disposal Services**

SECTION I – INSTRUCTIONS TO OFFERORS

A. PURPOSE

The purpose of this RFP is to obtain a qualified contractor to provide for the collection, transporting and processing of all recyclable materials from each of the County collection centers and County facilities. **Solid waste and non-recyclable materials are not a part of this proposal.**

B. SUBMITTAL INSTRUCTIONS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Issue	6/30/16		
Pre-Bid Conference	7/14/16	2:00 P.M., EST	Commission Chambers, Rm 205
Questions Deadline	7/21/16	2:00 P.M., EST	Email the purchasing officer for questions: kbarnett@oconee.ga.us
Addenda Posting Deadline	7/25/16	2:00 P.M., EST	Check the County's Website for addenda: www.oconeecounty.com
Submittal Deadline/RFP Opening	7/28/16	2:00 P.M., EST	Finance Dept., Rm 206/Commission Chambers, Rm 205
Anticipated Award	TBD		

2. DRIVING DIRECTIONS

To Oconee County Courthouse from I-85: Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road, then Experiment Station Road). Turn right on North Main Street. Drive 0.1 miles North Main becomes Georgia Highway 15). The Oconee County Courthouse is on the right side of the street. Public parking is in back of the Courthouse.

Address: 23 N. Main Street, Watkinsville, GA 30677

3. MANDATORY PRE-CONFERENCE MEETING

A mandatory pre-conference meeting will be held at 2:00 PM on Thursday, July 14, 2016 at the Commission Chambers, Suite 205, at the place given above. All interested parties are required to attend. The purpose of this meeting is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of the RFP documents. Because Oconee County considers such a meeting to be critical to understanding the RFP requirements, attendance at the pre-conference meeting is mandatory to submit a proposal on this contract.

4. PROPOSAL SUBMISSION

- a) OCBOC will be accepting one (1) unbound original, two (2) copies and one (1) electronic submittal of the complete signed proposal until 2:00 P.M. on Thursday, July 28, 2016, EASTERN STANDARD TIME (ETA). Each proposal shall be submitted in a sealed envelope addressed to the purchasing officer at the address referenced below. Proposals received after this time will not be considered. Each sealed envelope containing a proposal must be plainly marked on the outside as "Proposal for Recyclable Material Collection and Disposal" and should include the Offeror's Name, Address, License Number, if applicable and E-Verify Affidavit. Pursuant to Georgia law, no proposal will be considered without an executed E-Verify affidavit. Please send proposals to the following address:

Oconee County Board of Commissioners
Attention: Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays please visit www.oconeecounty.com.

- b) On Thursday, July 28, 2016 at 2:00 P.M. Local Time, the proposals will be publicly opened and only the names of the Respondents read aloud in the Commission Chambers, Room 205 of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. RFP Documents are available upon request from the Oconee County Purchasing Office or by accessing the County's Website at www.oconeecounty.com. Items or services offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- c) Each Offeror must furnish all information required by the RFP form or document. Each Offeror must sign the cost proposal document and print or type his or her name on the cost schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposal documents. A VALID PROPOSAL MUST BE SIGNED.

- d) Before submitting a proposal, each Applicant shall:
- Examine the RFP Document Package thoroughly.
 - Become familiar with local conditions affecting cost or Work progress or performance.
 - Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost or Work progress or performance
 - Study and carefully correlate Applicant's observations with the RFP Document Package.
 - Notify the County concerning conflicts, errors, or discrepancies in RFP Document Package.
 - On request, the County may provide each Applicant access to the site to conduct investigations that Applicant deems necessary in order to submit proposal.
- e) Should an Offeror find discrepancies in the RFP documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Offeror shall request clarification from the County in writing, not later than five (5) working days prior to the date for RFP to close. Any changes to the RFP that result from such a clarification will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at www.oconeecounty.com. Failure to request such a clarification is a waiver of any claim by the Offeror for additional expenses because its interpretation was different than the County's.
- f) Oconee County may make any investigations deemed necessary to determine Offeror's ability to perform the Work, and Offeror shall furnish all information and data requested by the County. The County reserves the right to reject any proposal from any Offeror that the County considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule. **Each proposal must contain the following documents in completed form (County forms must be used without substitution, unless otherwise specified):**

Respondent's Check List, to include:

- Addenda Acknowledgement Form, if Applicable
- Cost Schedule
- Contractor's Information Form

- Local Business Initiative Affidavit
- Contractor's Reference Form
- Execution of Proposal
- Non-Collusion Affidavit –By submitting a response to this RFP, the Offeror represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the Offeror has not directly or indirectly induced or solicited any other contractors to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.

By submitting a proposal, the contractor represents and warrants that no official or employee of Oconee County, GA Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract that may be made under it, or in any expected profits to arise there from.

- Drug-Free Workplace Affidavit
- Contractor (E-Verify) Affidavit - **All Offerors Must Submit a Contractor E-Verify Affidavit** - Contractors doing business with the government must provide a contractor affidavit with their bid or proposal or it shall be deemed non-responsive.
- Subcontractor List, if available
- Copy of Current Certificate of Insurance – Offeror shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the Offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.
- Copy of Any Licenses/Certifications Requested within RFP

SEE ATTACHMENT “A” FOR REQUIRED FORMS.

5. QUESTIONS

Any explanation desired by an Offeror regarding the meaning or interpretation of the RFP, drawings, specifications, etc. must be requested five (5) working days prior to RFP opening, unless otherwise specified, in order for a reply to reach all Offerors before the acceptance date and time. Any information given to a prospective respondent concerning an RFP will be furnished to all prospective respondents as an addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed Offerors. The written RFP documents supersede any verbal or written communications between parties. Receipt

of addendum should be acknowledged in the proposal. Although the Purchasing Office will take effort to send any addendum to known offerors, it is the offeror's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the Procurement Officer or checking the county website at www.oconeecounty.com prior to proposal submittal.

6. CONTACT PERSON

Contractors are encouraged to contact **Karen T. Barnett, CPPB, Purchasing Officer by email kbarnett@oconee.ga.us** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the contractor's submittal.

Contractors may not contact any elected official or other county employee to discuss the RFP process or bid opportunities except: 1.) through the Purchasing Officer named herein, or 2.) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

C. GENERAL INSTRUCTIONS

1. DEFINITIONS:

- a) Addendum: A change, addition, alteration, correction, or revision to a bid/RFP or contract document.
- b) Bid/Cost Schedule/Form: The form in which the response is submitted by a bidder for an invitation for bid or request for proposal.
- c) Contractor: The party in a contract responsible for performing the service defined in the contract.
- d) Request for Proposal: The document used to solicit proposals from contractors. The RFP usually provides for negotiations of all terms of a proposal, including price, prior to award.
- e) Responsive Bidder or Offeror: A person who has submitted a bid that conforms to all material respects to the invitation for bids or request for proposals.
- f) Responsible Bidder or Offeror: A person who has the capacity, in all respects, to perform the contract requirements fully and the moral and business integrity and reliability to assure good faith performance.

- g) Qualified Vendor: One who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within these specifications.
- h) Offeror: A person making an offer.
- i) Proposal: An executed offer submitted by an offeror in response to a request for proposals and intended to be used as a basis for negotiations for a contract.

2. VENDOR REGISTRATION AND BID NOTIFICATION

Offerors are encouraged to sign up for Oconee County's new registration system, which is powered by Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the County and Vendor Registry to notify an applicant of important bid opportunities in the future. Proposals are not rejected for a failure to register. Offerors may register, or check if they are registered, as follows:

- Please visit our website at www.oconecounty.com
- Hover over "Departments"
- Select Finance Office
- On left side of the webpage click on Vendor Re-Registration
- Complete your registration by following the instructions provided

For assistance, please call (865) 777-4337

3. ADDENDA and INTERPRETATIONS

- a. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their proposals.
- b. *Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the proposal submittal. Proposal submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the proposal if the addendum contains information that substantively changes the Owner's requirements.*
- c. Replies will be issued by Addenda mailed or delivered to parties recorded by Oconee County as having received RFP Document Package. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- d. Addenda may be issued to modify the RFP Document Package as deemed necessary by Oconee County.

4. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered.

Modifications to proposals received after the due date will not be considered.

Oconee County Government assumes no responsibility for the premature opening of proposals not properly addressed and identified, and/or delivered to the proper designation.

5. REJECTION OF PROPOSALS/CANCELLATION

Oconee County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Oconee County. Oconee County reserves the right to cancel this RFP at any time.

Oconee County has to right to reject all bids or proposals or any bid or proposal that is non-responsive or not responsible, and

Oconee County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

6. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the Contractor has not in any manner sought by collusion to secure to that vendor any advantage over any other Contractor.

By submitting a proposal, the vendor represents and warrants that no official or employee of Oconee County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract, which may be made under it, or in any expected profits to arise there from.

8. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the Oconee

County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Contractor(s).

9. REQUIRED DOCUMENTS AFTER AWARD

- Occupational Tax License - Applicant shall provide evidence of a valid Oconee County occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.
- Certificate of Insurance - Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate needs to include an “additional insured” language for the County.

See Exhibit “A” for Solid Waste Management Ordinance of Oconee County, Georgia; Article 3, Section 5B.-“Insurance”

- Fidelity and Performance Bonds – All licensees, prior to engaging in solid waste handling in the county, give a Fidelity Bond, payable to the County and post a Performance Bond.

See Exhibit “A” for Solid Waste Management Ordinance of Oconee County, Georgia; Article 5, Section 5D.-“Financial Stability”

- Solid Waste Collection and Disposal Services License Fees – An annual license fee shall be paid by each licensee to the County.

See Exhibit “A” for Solid Waste Management Ordinance of Oconee County, Georgia; Article 5, Section 6.-“License Fees”

- W-9 – A completed W-9 is required.
- Subcontractor affidavits - The contractor must obtain affidavits from their subcontractors swearing that the subcontractor is registered for and participates in the E-Verify program. The affidavits must be provided to Oconee County within five business days of the subcontractor being hired to work on the Oconee County project.
- SAVE Affidavit – Since a contract has been deemed a “public benefit”, the contractor must sign an affidavit attesting that he or she is either a U.S. citizen or is legally qualified to sign a government contract (i.e., to receive the public benefit). *See O.C.G.A. §50-36-1(a)(3)(A); 8U.S.C Section 1621; See, “ Report of the Attorney General on Public Benefits Issued in Compliance with O.C.G.A. §50-36-1(a)(3)(b)” (August 1, 2010).*

10. EVALUATION AND AWARD CRITERIA:

- a) Those responses that have been clearly identified as nonresponsive, nonresponsible, incomplete, or otherwise unacceptable are eliminated from further consideration. All other proposals are submitted to a panel for review, concentrating on the task description, qualifications required of the

respondent and the evaluation criteria. Panel members shall independently review and score the proposals, entering their scores on an evaluation form. The panel shall then meet to acquire insight into the qualifications of each respondent through a group discussion and may adjust individual scores as deemed necessary. Respondents are ranked by their total scores and the top ranked respondent may be asked to meet with the panel for an interview. If the respondent has successfully completed the interview process or the top ranked respondent has been chosen, a negotiation meeting is scheduled. It is at the negotiation stage that the details of the service delivery, the terms of the contract, and the contract price is worked out and a recommendation is presented to the Board of Commissioners.

- b) The award shall be made to the most qualified respondent, provided that the cost is reasonable and acceptable to Oconee County. The County reserves the right to make an award as deemed in its best interest, which may include awarding an RFP to a single Respondent or multiple Respondents; or to award the whole RFP, only part of the RFP, or none of the RFP to single or multiple Respondents, based on its sole discretion of its best interest.

11. AWARD OF PRICE AGREEMENT/CONTRACT

- a) To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject any and all proposals, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional proposals. Proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate proposals, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of proposals. Negligence on the part of the contractor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the respondent. However, under no circumstances can unit prices be changed.
- b) Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject proposals or award proposals based upon anything other than the County's sole discretion as described herein.
- c) The County shall consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.

- d) The County shall conduct investigations deemed necessary to assist in evaluating proposals and to establish responsibility, qualifications, and financial ability for respondents, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject proposals from any respondent not passing evaluation.
- e) The County will award the contract at the County's Discretion

12. COMPLIANCE WITH LAWS AND ELIGIBILITY

The Offeror shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the offeror and the County. Any such requirement specifically set forth in any contract document between the offeror and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the proposal of a offeror who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service. General Contractors shall be required, by State Law, to submit his or her general contractor license number and the identity of any business organization for which such applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

13. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the offeror's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

14. LOCAL BUSINESS INITIATIVE

Any purchase or contract of under \$100,000 bid or otherwise placed by Oconee County, herein "County", may be awarded to a Local Business, as defined according to Oconee County Policy, in case of equivalent bids. In cases in which a bid by a Local Business is within 7% of the lowest overall bid supplied by a non-local business, the County is authorized to negotiate with Local Business with the lowest bid among the Local Business to allow such Local business to match the lowest bid supplied by a non-local business. In the event a Local Business matches the lowest bid, including all other terms, quality and conditions of the bid, then the Local Business may be awarded the contract. In the event the bids of more than one Local Business are within 7% of the lowest overall bid of a non-local business, the Local Business with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this Local Business declines to do so, then the Local Business with the next lowest bid within 7% will be

given the opportunity to match the lowest bid and this process will continue until a contract is reached with a Local business or there is no other Local Business within 7% of the lowest overall bid.

END OF INSTRUCTIONS TO OFFERORS

Oconee County Board of Commissioners
Request for Proposal#FY1707-09
Annual Recyclable Material Collection & Disposal Services

SECTION II –GENERAL TERMS & CONDITIONS

A. CONTRACT AND CONTRACT DOCUMENTS

The Request for Proposal and Offeror’s response shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

B. DEFINITIONS

- (a) “Owner”: Oconee County Board of Commissioners.
- (b) “County”: Oconee County, Ga.
- (c) “Contractor”: The person, firm or corporation with whom the Owner has executed the Agreement.
- (d) “Subcontractor”: A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (e) “Work on (at) the project”: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

C. MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

D. CONTRACTOR’S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work,

free from liens, claims or encumbrances.

E. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or not copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

F. QUALITY

All materials used for the manufacture or construction of any supplies, materials, vehicles, or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. In addition, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

G. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

H. GUARANTEE

Unless otherwise specified by the County, the offeror shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor, at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operations of County business.

I. RENEWAL CLAUSE

This contract may be renewed up to four (4) successive one year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such Fiscal Year. The execution of all documents is subject to the Finance Director's approval. Written notice shall be given approximately 180 days prior to the expiration date of each contract period.

Contractor shall provide Oconee County with written documentation, during the 60 days prior to contract expiration, of any cost or additional adjustments to be negotiated and justification for each adjustment. Adjustment in costs are normally not considered until year three (3) of five (5). Any adjustments to original contract negotiated or otherwise shall be at the sole discretion of Oconee County.

J. INSPECTION AND SUPERVISION

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Oconee County, Ga. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements. The decision of Public Works, upon any question connected with the execution of the work under this contract and interpretation of the specifications or upon failure or delay of the work by the contractor, shall be final and conclusive.

K. SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

L. APPLICABLE LAWS/FORUM

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Oconee.

M. NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

Oconee County Finance Department
23 N. Main Street, Suite 206
Post Office Box 1527
Watkinsville, Georgia 30677

N. PROCEDURES

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Agreement must be approved in writing by the Finance Director and the Contractor.

O. DELAYS

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

P. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Q. SUBSTITUTIONS

NO substitutions or cancellations are permitted after Agreement award without written approval by the Finance Department. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

R. WORKMANSHIP

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County.

S. EXEMPTION FROM TAXES

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

T. INVOICING AND PAYMENT

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a breakdown of all charges that shall be based on completion of tasks or deliverables. Contractor shall provide the purchase order number on the pricing form.

Invoices shall be submitted to:
Oconee County Finance Department
P. O. Box 1527
Watkinsville, GA 30677

Once the Owner's authorized contract representative determines the work to be reasonably satisfactory, the owner, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, shall pay the invoice.

U. AGREEMENT DISPUTES

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

V. ASSIGNMENT OF CONTRACT

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department

W. SURVEY, PERMITS AND REGULATIONS

Unless otherwise expressly provided for in this contract, the Contractor will furnish to the Owner all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

X. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved
- (b) An agreed lump sum
- (c) The actual cost of:
 - (1) Labor, including foremen;
 - (2) Materials entering permanently into the work;

- (3) The Ownership or rental cost of construction, plant and equipment during the time of use on the extra work;
- (d) Power and consumable supplies for the operation of power equipment;
- (e) Insurance;
- (f) Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

Y. TIME FOR COMPLETION

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the established contract time for the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

Z. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of Oconee County, Ga. Oconee County, GA. shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction fail to meet their approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

AA. TERMINATION

Subject to the provisions below, this Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or

service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted:

1. Termination for Convenience-
The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.
2. Termination for Cause-
In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.
3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years-
If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

BB. TRADE SECRETS & CONFIDENTIAL INFORMATION

If the Contractor has notified the Purchasing Office that the Contractor's submittal contains trade secrets and commercial or financial information which is privileged and confidential, those portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

CC. OPEN RECORDS

1. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Oconee County Board of Commissioners. All such materials shall remain the property of Oconee County and will not be returned to the offeror.
2. If the Contractor has notified the Purchasing Office that the Contractor's submittal contains trade secrets and commercial or financial information, which is privileged and confidential, those portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

DD. EMPLOYMENT DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

EE. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a proposal package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant;
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

END OF GENERAL TERMS & CONDITIONS

**Oconee County Board of Commissioners
Request for Proposal#FY1707-09
Annual Recyclable Material Collection & Disposal Services**

SECTION III - SUPPLEMENTAL TERMS and CONDITIONS

A. DESCRIPTION

The purpose of this RFP is to obtain a qualified contractor to provide for the collection and transporting to Athens MRF off of Olympic Drive of **all** recyclable materials from each of the County collection centers and County facilities. **Solid waste and non-recyclable materials are not a part of this bid.**

B. SCOPE OF SERVICES

The Contractor shall provide all direct and incidental services, labor, materials, and equipment to accomplish the collection and transporting to Athens MRP for recyclable materials. Services include but are not limited to the following;

- (1) Contractor shall provide sufficient dumpsters, emptying of the dumpsters and transporting of collected recyclable materials. The recyclable materials to be collected from the County collection centers and County facilities as shown on the attached location map. The recyclables can be collected by the County in dumpsters for commingled fibers and for commingled containers. The following table shows the number of dumpsters, number of tips, tonnage and composition of the recyclables for the last year.

Oconee County Recycle Data - FY 2015		
<u>Commodity</u>	<u>Tips</u>	<u>Tons</u>
Commingled Containers (Aluminum Cans, Plastic)	718	166
Commingled Fiber	1,366	354

- (2) Contractor shall maintain all dumpsters at the County Collection Sites and County facilities in a clean, functional and safe condition to the satisfaction of the Oconee County Public Works Department. The material to be collected in the dumpsters shall be identified with signs that will be provided by the Contractor. The Contractor or County may negotiate to increase or decrease the number or change the type of dumpsters at a future date without additional charge. Lockable dumpsters shall be provided at the request of the County without additional charge.

(3) The Contractor shall provide the County with all information as required by and for use in reporting to the Federal and State authorities, including but not limited to, monthly summaries of the quantity (weigh tickets w/tonnage) and type of recyclable materials collected at each site and facility.

(4) Recyclable collection at all collection sites and facilities shall be performed during the normal, scheduled, operating hours. Only full dumpsters, as identified by the County (using magnetic signs provided by the Contractor) shall be tipped. Collection/tipping may be scheduled on a weekly basis with “on call” pickup service for full dumpsters or seasonal peak usage such as, but not limited to, the beginning of the school year, Christmas holiday, etc.

C. DURATION OF CONTRACT

The term of the agreement shall be one (1) year with an option to be renewed annually at the sole option of the County, not to exceed a five (5) year period including the original contracted period. The effective date of the Contract will be upon award.

Either party shall offer a minimum of 180 days notice, in writing, if the contract is to be terminated and a satisfactory negotiation cannot be concluded.

D. PAYMENT FOR SERVICES

The Contractor shall be responsible for preparing a monthly invoice indicating the amount due.

E. SOLID WASTE MANAGEMENT ORDINANCE OF OCONEE COUNTY, GEORGIA

Offeror is encouraged to read the entire solid waste management ordinance of Oconee County, Georgia (Exhibit “A”) in preparation of submitting a proposal for this contract. In Article 3, Section 5, “Requirements for Licenses”, and Section 6, “Licensing Fees”, the following are required upon contract award:

- (1) Solid Waste Handling Permit issued by the EPA.
- (2) The contractor is an independent contractor that will be responsible for all personal/liability insurance and worker’s compensation coverage for himself and all employees.
- (3) Indemnification
- (4) Financial Stability-provide a fidelity bond and performance bond
- (5) All vehicles and containers must compliance.
- (6) Reporting Requirements-Contractor will be responsible for submitting reports of operation to Oconee County **every quarter**. This information will be used for state reporting purposes.
- (7) An annual solid waste management ordinance of Oconee County, Georgia license fee shall be paid to the County.

F. PROPOSAL REQUIREMENTS

In addition to the required county forms, the proposal must include the following

items:

- (1) A general description of the Contractor firm, including any firms to be included as subcontractors.
- (2) Verification of the financial stability of the Contractor's firm.
- (3) General capabilities of the Contractor to perform the proposed recyclable collection and disposal services. Equipment and back-up equipment is of particular interest as well as demonstrating the firm's ability to provide information as required by and for use in reporting to the Federal, State and County authorities.
- (4) Recent experience of the Contractor to perform the proposed recyclable collection and disposal services for governmental agencies. A minimum of three (3) references are required. Each reference shall list a point of contact that may be contacted by the County. (Contracting Firm may use its own form for references.)
- (5) Contractor must state on the cost proposal the maximum response time for "on call" pickup of recyclable materials. "On call" pickups will be required when dumpsters are full and the normal pickup schedule will result in recyclable material falling out of the dumpsters or collecting on the ground.
- (6) Verification that the Contractor's license and bond as outlined in the Oconee County Solid Waste Collection and Disposal Service Ordinance are current or can be obtained and paid upon award of Contract.
- (7) Verification that the Contractor's receiving/processing facility is permitted by the EPD.

A Proposal Checklist has been provided with the Attachments to help organize your submittal.

END OF SUPPLEMENTAL TERMS AND CONDITIONS

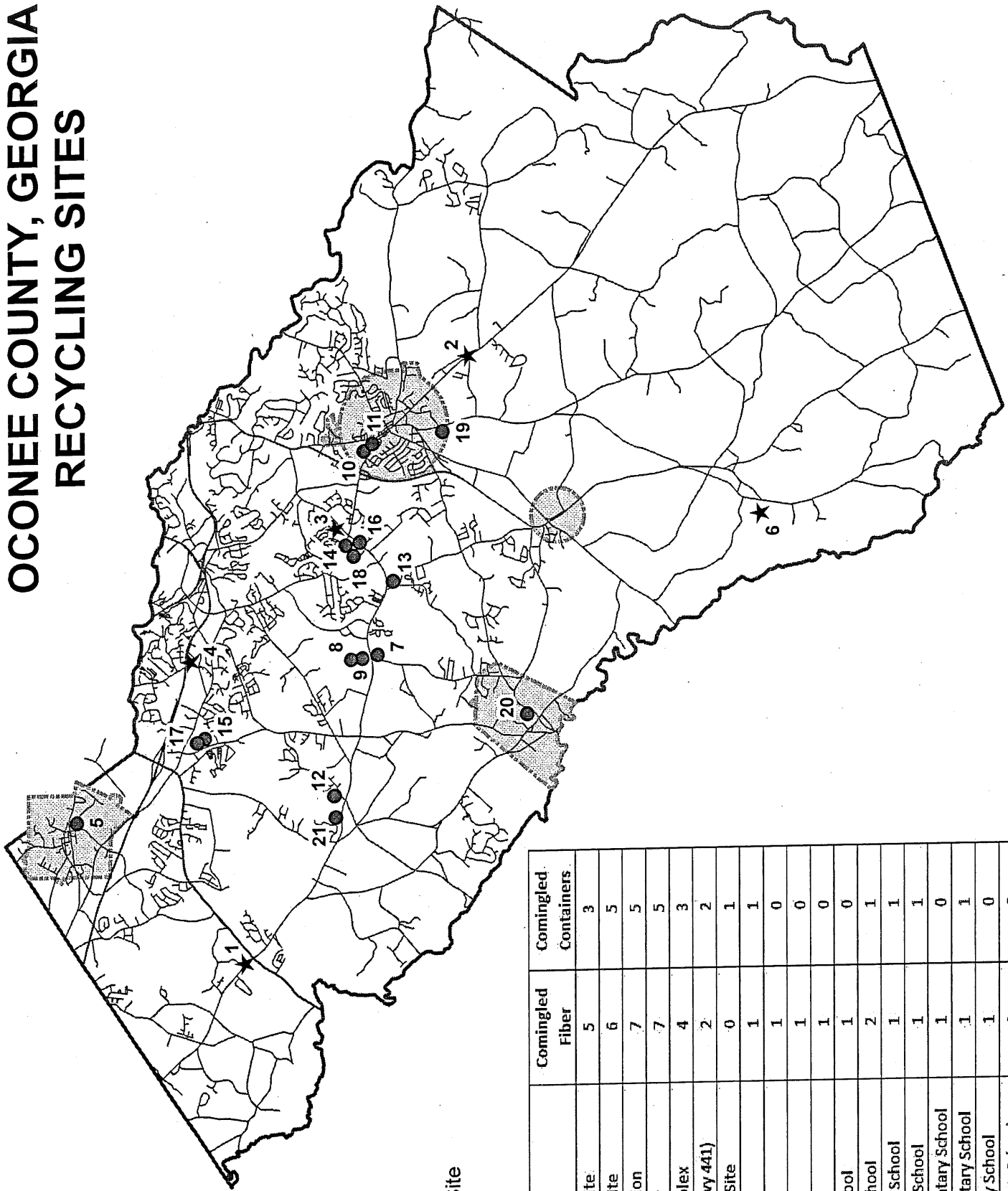
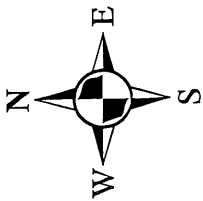


Oconee County Board of Commissioners

EXHIBITS

- 1. Oconee County Recycling Center Site Map**
- 2. Solid Waste Management Ordinance of Oconee County, Georgia**

OCONEE COUNTY, GEORGIA RECYCLING SITES



★ - County Collection Site

● - County Facilities

#	Site Location	Comingled Fiber	Comingled Containers
1	Highway 53 Collection Site	5	3
2	Highway 15 Collection Site	6	5
3	Butlers Crossing Collection	7	5
4	Mars Hill Collection Site	7	5
5	Bogart Recreation Complex	4	3
6	Macon Highway Site (Hwy 441)	2	2
7	Herman C Michael Park Site	0	1
8	Veterans Park	1	1
9	Senior Center	1	0
10	Sheriff Department	1	0
11	Oconee Library	1	0
12	North Oconee High School	1	0
13	Oconee County High School	2	1
14	Oconee County Middle School	1	1
15	Malcom Bridge Middle School	1	1
16	Oconee County Elementary School	1	0
17	Malcom Bridge Elementary School	1	1
18	Oconee County Primary School	1	0
19	Colham Ferry Elementary School	1	0
20	North High Shoals Elementary School	1	1
21	Rocky Branch Elementary School	1	0

**SOLID WASTE MANAGEMENT ORDINANCE OF OCONEE COUNTY,
GEORGIA**

AN ORDINANCE DEFINING LITTER IN PUBLIC OR PRIVATE PROPERTY; REGULATING THE DISPOSAL OF LITTER, THE TRANSPORTATION OF LITTER OR THE USE OF GARBAGE OR LITTER CONTAINERS OR RECEPTACLES AND THE USE OF SANITARY LANDFILLS; LICENSING OF RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL OF WASTE; TO PRESCRIBE FOR THE PENALTIES FOR THE VIOLATION OF SAID ORDINANCE; AND FOR OTHER PURPOSES THERETO.

ENACTMENT CLAUSE

For the purpose of promoting the health, safety and general welfare of the present and future inhabitants of the unincorporated areas of Oconee County and to provide an orderly and safe disposal of waste, the Board of Commissioners does hereby ordain and enact into law the following:

ARTICLE ONE: GENERAL PROVISIONS

Section 1. Title. This Ordinance shall be known and may be cited as the Solid Waste Management Ordinance.

Section 2. Definitions. All terms used herein shall have the definitions ascribed to them in O.C.G.A. Chapter 8, Article 12, O.C.G.A. Chapter 7, Article 16, and in Ga. Comp. R. & Regs 391-3-4-.01, all as are in effect on January 5, 2015. "County" shall mean either Oconee County or the Oconee County Board of Commissioners and its designees as the case may require.

ARTICLE TWO: SOLID WASTE MANAGEMENT

Section 1. Solid Waste Disposal Generally.

- A. The owner or occupant of any premises shall be responsible for the sanitary handling and disposition of solid waste, including, without limitation, litter, scrap tires and refuse on the premises used or occupied by such person.
- B. No solid waste may be brought into the County and left in the County.

C. No solid waste may be disposed of in the County except at a facility permitted by the Georgia Environmental Protection Department of the Georgia Department of Natural Resources, herein "Permitted Facility". Such permitted disposal shall include disposing of same by contracting with a Solid Waste Hauler licensed by the County under the provisions of this Ordinance.

Section 2. Transporting Solid Waste.

A. It shall be unlawful to drive or operate a vehicle in the county hauling wet or moist solid waste which leaks, flows freely or spills from such vehicle.

B. It shall be unlawful for any vehicle to transport solid waste on any public streets, or roadways, in the county without suitable coverings or other restraint devices securely fastening such litter or waste to the vehicle so as to prevent any materials from being deposited on the roads or adjoining areas of the county. This section shall not prohibit the necessary spreading of any substance in public road maintenance or public road construction operations.

Section 3. Regulation of Garbage or Litter Containers or Receptacles Maintained on Public Property.

A. Persons utilizing garbage or litter containers or receptacles provided on public property, including, without limitation, any County Collection Centers, shall abide by all rules and regulations posted by the County, which shall include, without limitation, the following provisions.

B. All garbage or litter containers or receptacles shall be used in a sanitary manner by persons depositing garbage or litter therein and shall deposit only authorized garbage and refuse therein.

C. No person shall deposit any burning or smoldering material in any such therein.

D. No person shall set fire to the contents of any such container or receptacle.

E. No dead animals shall be deposited in any such container or receptacle

F. No person shall deposit large non-compactible articles in such containers or receptacles such as stoves, refrigerators, bed springs, mattresses, tires, large tree limbs, air conditioning units or similar items, without permission from the County through its attendants at any Collection Center.

G. No person shall deposit any flammable or explosive materials in any such containers or receptacles.

H. No person shall place or scatter litter or waste around such containers or receptacles.

I. No person shall willfully damage or alter the location of any such container or receptacle without the express consent of the Board of Commissioners.

J. No salvage or scavenging operations shall be conducted in or around such containers or receptacles except by expressly authorized county personnel.

K. The provisions listed in subsections B through H herein shall also be applicable to any containers or receptacles which are to be collected by any person and deposited into a Permitted Facility.

Section 4. Accumulation.

A. No owner or occupant of any premises shall allow litter or waste to accumulate thereon. No owner or occupant of any such property shall bury or burn litter or waste without prior authorization and permission from the applicable regulatory agency. Nothing in this provision shall authorize or be construed to permit the burial or burning of any material which is otherwise prohibited by state or federal law.

B. No owner or occupant of any property shall allow the accumulation on his premises of garbage or waste where such material creates or causes a health hazard to neighbors or other citizens, or which is unsightly or emits foul or obnoxious odors.

C. It shall be unlawful for any person to set fire to the contents of, indiscriminately scatter or disperse the contents of, or otherwise vandalize any containers used for the storage or dumping of litter or waste.

D. No solid waste may be disposed of by any person in an open dump, nor may any person cause, suffer, allow or permit open dumping on his property as defined by Ga. Comp. R. & Regs 391-3-4-.04, of the Georgia Department of Natural Resources.

1. A person shall be presumed to have violated this provision if, upon written notification that litter or solid waste has been dumped on that person's property, not otherwise subject to the provisions of O.C.G.A. Section 16-7-51, through 16-7-54, that person fails to provide the County, within fifteen days of notification, with written assurance that the accumulation of litter or solid waste will be properly disposed of within thirty days from the original date of notification.

2. No person who first informs the County in writing that illegal dumping has occurred on a particular parcel of that person's property shall be deemed to have violated this provision, if such person provides written assurance all accumulated litter or solid waste will be properly disposed of within forty-five days of the date of such written notification and subsequently provides proof of such disposal.

Section 5. Injurious Substances on Rights of Way.

A. No person shall throw or deposit upon any right of way any solid waste, including, without limitation, glass bottles, glass, nails, tacks, wire, caps, rubbish, litter, garbage, trash or other material.

B. Any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon the highway from such vehicle if practicable, and if not, shall reimburse the County for its costs in doing so.

Section 6. Landfill regulations.

- A. Persons utilizing the landfill operated by the County shall abide by all rules and regulations posted by the County, which shall include, without limitation, the following provisions.
- B. Solid waste shall be only deposited into designated areas.
- C. No person shall set fire to any materials at the landfill.
- D. No smoldering or burning material shall be delivered or deposited at the landfill.
- E. No person shall move, remove, or cross any fence, gate, barrier, or signs at the landfill, without permission from the County.
- F. Municipal solid waste and inert waste shall be separated. Inert waste is limited to earth and earth-like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs and leaves.
- G. No salvage or scavenging operation shall be allowed at the landfill except when expressly authorized by the County.
- H. No one shall deposit any litter outside of the gate of the landfill.
- I. No landfill shall be operated in the County other than a landfill designated by the County as the county landfill and which is a Permitted Facility.

Section 7. Yard trimmings. Yard trimmings should be sorted and stockpiled or chipped, composted, used as mulch, or otherwise beneficially reused or recycled to the extent feasible. Any yard trimmings to be collected by any entity other than the property owner should be sorted and stored in such a manner as to facilitate collection, composting or other handling.

Section 8. Recycling. The County hereby finds that it is in the best interest of the citizens of the county, in order to promote the health, safety, welfare and morals of the citizens of the county, to recycle as many waste materials as possible in order to reduce the accumulation of litter and garbage and solid waste material within the county and to reduce the overall solid waste materials which must be properly disposed of. Therefore, it is the policy of the County to encourage recycling whenever practicable.

ARTICLE THREE: LICENSING OF COLLECTION AND DISPOSAL

Section 1. General.

- A. No person shall engage in solid waste handling in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; create other hazards to the public health, safety or well-being; or violate any state or federal laws related to same.
- B. The provisions of this Ordinance apply to all persons presently engaged in solid waste handling as well as all persons proposing to engage in solid waste handling.

Section 2. Exemptions.

A. The provisions of this Ordinance shall not prevent and it shall not be a violation of this Ordinance for any individual to dispose of solid wastes originating from his own residence onto land or facilities owned by him when disposal of such wastes does not adversely affect the public health or violate state or federal law. Nothing in this Ordinance shall limit the right of any person to use poultry or other animal manure for fertilizer.

B. The provisions of this Article shall not apply to owners of record of all one and two family dwellings, condominiums or multifamily dwelling units who dispose of solid waste by self-hauling such waste to a Permitted Facility or to a Collection Center operated by the County. Failure to provide evidence of proper disposal upon request by the County (receipts, cancelled checks or other proof of payment) shall be a violation.

C. The Provisions of this Article shall not apply to any person collecting and disposing of municipal solid waste, commercial solid waste, construction/demolition waste or industrial waste, but not charging a fee, and who is a holder of a valid solid waste handling permits from the Environmental Protection Division of the Georgia Department of Natural Resources pursuant to Ga. Comp. R. & Regs 391-3-4-.02 and -.06 for disposal or on-site burial and who disposes of same pursuant to state law.

D. No provision of this Ordinance shall be deemed to require the County to secure a license or to otherwise engage in any acts not required by provisions of either state or federal law.

Section 3. Prohibited Acts.

A. No person shall engage in solid waste handling except in such a manner as to conform to and comply with this Ordinance and all applicable state and federal legislation, rules, regulation and orders.

B. No person shall collect and dispose of municipal solid waste for a fee without obtaining a license from Oconee County.

C. The owner or occupant of any premises, office, business establishment, institution, industry or similar facility shall be responsible for the collection and transportation of all solid waste accumulated at the premises, office, business establishment, institution or similar facility to a solid waste handling facility operating in compliance with the Georgia Environmental Protection Division Rules and Regulations unless arrangements have been made for such services with a collector operating in compliance with this Ordinance.

Section 4. Licenses.

A. Non-exclusive licenses for residential or commercial collection and disposal shall be granted upon application to Oconee County provided licenses meet at least the minimum requirements set out in Section Six. Licenses for the collection and disposal of solid waste shall be granted for a period of one calendar year from January 1 to December 31.

B. Licensees must agree to provide collection services in residential areas only between the hours of 7:00 a.m. and 7:00 p.m. Oconee County reserves the discretionary authority to revoke or rescind any such license in the interest of the health, safety, and welfare of the citizens of Oconee County.

Section 5. Requirements for Licensees.

A. Permit. Prior to engaging in solid waste handling in Oconee County, a licensee must have obtained a solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to O.C.G.A. §12-8-24.

B. Insurance. At the time of submission of a license application and prior to engaging in solid waste handling in Oconee County, and, annually thereafter, each licensee shall provide to Oconee County, proof of insurance as follows:

1. Statutory workers' compensation insurance.
 - a) Employer's liability for bodily injury by accident - \$100,000.00 each accident.
 - b) Employer's liability for bodily injury by disease - \$500,000.00 policy limit, \$100,000.00 each employee.
2. Comprehensive general liability insurance - \$1,000,000.00.
3. Vehicle liability.
 - a) \$500,000.00 limit per occurrence for bodily injury and property damage.
 - b) Comprehensive coverage on all owned, non-owned and hired vehicles.
 - c) All insurance contracts must specify vehicles for "solid waste collection."
4. Umbrella liability insurance coverage at least as broad as primary coverage in an amount of \$100,000.00.
5. All comprehensive general liability, vehicle liability, and umbrella liability policies shall show the County as an additional insured and shall provide for thirty (30) days' notice of cancellation to the County.

C. Indemnification. Each Licensee shall, at its sole cost and expense, fully indemnify, defend and hold harmless the County, its officers, boards, commissions, employees and agents against any and all claims, suits, actions, liability and judgments from third parties for damages which may be the result of willful, negligent or tortious conduct or operations arising out of the business of collection, transportation and disposal of solid waste, whether or not the action or omission complained of is authorized, allowed or prohibited by this Ordinance.

D. Financial Stability.

1. All licensees shall, prior to engaging in solid waste handling in the County, give fidelity bond, payable to the County in an amount equal to the average revenue anticipated from three (3) months collections not to exceed \$500,000.00, but in no event less than \$10,000.00. Such bonds shall be adjusted yearly based on the quarterly average of the previous year's actual

revenue. Alternately, licensees may provide an irrevocable letter of credit in lieu of bond.

2. All licensees shall, prior to engaging in solid waste handling in Oconee County, post a performance bond in an amount of \$15,000.00. Alternately, licensees may provide an irrevocable letter of credit in lieu of bond.

3. In lieu of separate bonds or letters of credit described in (1) and (2) above, licensees may provide an equivalent license bond at the time of application which encompasses both fidelity and performance. The amount of such bond must be acceptable to Oconee County, but in no event may be less than \$25,000.00.

E. Vehicles.

1. All vehicles and containers used for collection operations shall comply with the requirements of Ga. Comp. R. & Regs Rule 391-3-4-.06 the Georgia Department of Natural Resources, Environmental Protection Division, and must be compactor-type trucks, covered or enclosed vehicles. All vehicles must be constructed to be substantially leak-proof, constructed of durable metal, easily cleanable and able to prevent litter from escaping during movement of the vehicle.

2. Vehicles and containers shall meet all requirements of the Georgia Department of Transportation for highway safety and local ordinances governing weight and size for the streets which must be traveled for pick-up. All vehicles shall be subject to unannounced inspection by County officials for compliance with environmental and highway safety standards and shall have in at least six inch letters, conspicuously placed on the vehicle, the name and telephone number of the licensee.

3. Licensees shall provide an adequate number of vehicles for regular collection services. Nothing in this article shall prohibit licensees from sharing back-up vehicles with other licensees provided that such sharing is adequately covered by insurance.

4. Vehicles used exclusively for collecting and transporting recovered materials shall be exempt from this entire article except that an adequate cover shall be used to prevent litter from escaping during movement.

F. Reporting Requirements. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation, licensee shall submit to Oconee County reports of operation showing the following, which shall be compiled for state reporting purposes:

1. Gross collection revenues and average number of customers during quarter by service type;

2. Tonnage figures showing total waste tonnage collected by service type;

3. Tonnage figures showing total recovered materials collected by type and proof of recycling in the form of manifests, bills of sale or other records showing adequate proof of movement of the material to a recognized recycling facility;

4. Proof of disposal of non-recovered materials at state approved disposal facilities and name of each such facility; and

5. Licensee shall maintain at its place of business books and records showing the names and addresses of all owners and tenants with whom licensee contracted for solid waste handling services, including the street address for the property served. Licensee shall submit upon reasonable request of Oconee County to a financial audit by a certified public accountant or auditor employed by Oconee County. Except for the operating reports described in subparagraphs 1-4 above, the information provided in accordance with this section shall be confidential, to the extent permissible by the Georgia Open Records Act.

Section 6. License Fees.

A. An annual license fee of \$500.00 shall be paid by each licensee to the County. This license fee may be changed by the Board of Commissioners by adoption of a new fee in its annual adopted budget.

B. A surcharge fee equivalent to the true cost of providing solid waste management services on a per ton or volume equivalent determined as provided in O.C.G.A. § 12-8-39, on solid waste received, collected, handled or disposed of at any private landfill or other private disposal facility, except inert landfills, presently located within the County is hereby imposed upon the operator(s) of said facilities in accordance with Section 12-8-39 (d), Official Code of Georgia.

Section 7. Residential Services.

All licensees granted a license for solid waste collection and removal shall provide a minimum of the following services:

A. Licensee shall provide weekly curb service collection of residential waste packaged as approved pursuant to this Ordinance, except as otherwise set out herein. Each licensee shall set uniform fees for collection, and charges for residential collection and removal services shall be charged to the owners of the real property served, except that by requesting services, any tenant may become jointly bound to pay same. Rates for a licensee's services shall be uniform within the County.

B. Licensees shall bill customers for service based on the volume of residential waste generated. Oconee County assumes no responsibility to licensee for the failure of any customer to make payments. Licensees shall cooperate fully in any legal action taken by Oconee County for failure of any owner or resident to comply with the provisions of this Ordinance.

C. For all residential customers desiring to voluntarily participate in recycling, licensee shall collect such materials at least once per week, pursuant to a county-provided list of guidelines.

1. Licensees shall provide recycling containers to customers.
2. Licensees shall not dispose of recovered materials in landfills.

3. No additional fee, over the amount charged for curbside collection of residential waste, shall be charged by the licensee for regular collections of recovered materials every week.
4. All licensees must agree to participate fully in recycling.

Section 8. Elderly and disabled.

- A. Nothing in this Ordinance is intended to prohibit the licensee from offering discounts to senior citizens or the disabled.
- B. Any person who is a full-time resident of a residential dwelling unit as described above and who is disabled to the extent that he is incapable of moving his refuse shall not be required to place the refuse at the curbside. Licensees may make reasonable rules for non-curbside collection for elderly and disabled persons.
- C. Licensees shall provide recycling services to disabled persons to the same extent such services may be provided under Section Seven.

Section 9. General Conditions of Residential Collection.

- A. Occupants of one and two family dwelling units, condominiums or multi-family dwelling units not served by commercial container shall place refuse receptacles, rubbish and bundles on assigned collection days, at roadside locations in such a manner as not to obstruct passage. Occupants shall place such refuse at appropriate locations prior to the arrival of the collection vehicles. This placement shall not be made before noon on the day prior to collection day.
- B. Occupants shall remove containers from such locations to storage locations, which shall be nearer to the residential unit located on the premises than to any street abutting the premises; removal should be accomplished within a reasonable time following collection on the day the contents are emptied and collected.
- C. Solid waste generated from the conduct of customary home occupations carried on from residential dwelling units will be collected on a residential fee basis.
- D. All trash and refuse will be collected by the licensee if placed in receptacles. No open containers or untied plastic bags shall be permitted.
- E. Recovered materials will be collected by the licensee at least weekly if placed in designated containers properly placed for collection at the curbside.
- F. During any week in which there is a legal holiday or extremely harsh weather conditions, such as snow or ice, licensees shall be required to collect residential solid waste once during such week.
- G. Nothing in this Ordinance shall prevent customers from contracting with licensees for additional services at additional costs.
- H. A list of all current licensees will be available for public inspection in the Office of the Clerk of the Board of Commissioners.
- I. Oconee County reserves the right at all times to direct and control the time, place and manner of residential solid waste handling and disposal.

Section 10. Commercial Services. Applicants for commercial licenses are subject to the same requirements for a solid waste handling permit as are residential licensees under this Ordinance.

Section 11. General Conditions of Commercial Collection.

- A. The owner or occupant of any premises, office, business establishment, institution or industry or similar commercial establishment shall be responsible for the collection and transportation of all solid waste accumulated at such premises, establishment or facility to either a solid waste handling facility operating in compliance with state regulation with service by an approved licensee or to a collection center operated by Oconee County; however, Oconee County may direct such owner or occupant to not use the collection center based on the volume generated. Holders of a valid Solid Waste Handling Permit from the Georgia Department of Natural Resources shall be exempt from such contracting but shall comply with the requirements of Subsection 5D, 5E, and 5F 2, 3 and 4.
- B. Oconee County reserves the right at all times to direct and control the time, place and manner of commercial solid waste handling and disposal.

Section 12. Termination of Licenses.

- A. Licenses may be terminated by mutual agreement of Oconee County and licensee at any time. Licensees may terminate licenses by giving sixty (60) days' notice to Oconee County that all advance payments have been used by providing a service or have been refunded.
- B. Oconee County shall notify any licensee of violations by the licensee of this Ordinance. Upon notification of the alleged violation, a licensee shall have seven (7) calendar days to comply with any directive to correct any such violation. If licensee shall fail to comply within seven (7) days of notification, or shall have received five (5) notices of alleged violations in a license area during any quarter, or at the discretion of the County, a hearing shall be held before the Board of Commissioners, or its administrative hearing officer, with the licensee being notified in writing of the time and place of the hearing and the violation of this Ordinance which has not been corrected. Licensee will be given the opportunity to appear by representative or counsel to answer any such charge by the County. Should the Board of Commissioners determine any of the provisions of this Ordinance have been violated by licensee; the governing authority shall have in its discretion, the absolute right to suspend or revoke the license or provide for probation for the licensee. Any licensee who is found to have violated any of the provisions of this Ordinance by a court of law following the appeal procedures outlined in Section Thirteen (b) shall be subject to the same penalty and may also be restrained from operating as a licensee and a civil action may be filed by Oconee County.
- C. Licenses are non-transferable.

Section 13. Exceptions.

Oconee County may grant exceptions to these rules provided licensees make written application showing the following: (1) the method proposed utilizes a new, experimental, cost effective or innovative technology, concept or theory of solid waste storage, collection, transportation or disposal; (2) the method proposed does not create a health hazard to the public; and (3) any exception granted does not violate other requirements of this Ordinance or other State or Federal law. Any exception granted shall be for a one (1) year term and shall be non-renewable. At the end of six (6) months of operation of the excepted method, the licensee shall submit data sufficient to enable a determination of success of the method. If found to be acceptable to Oconee County, this Ordinance may be amended to allow such method without exception.

ARTICLE FOUR: ENFORCEMENT

Section 1. Violations and penalties.

A. Any person violating any portion of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$100.00 or more than \$1,000.00 or up to 60 days imprisonment, or both. Each day the violation continues shall be a separate offense. This section shall not preclude the county from choosing to seek civil redress in a court of competent jurisdiction in addition to the criminal prosecution, it being the intent of the county to have both the civil and criminal rights of prosecution in this area.

B. In the sound discretion of a court in which conviction is obtained, the violator may be directed to pick up and remove from any public street or highway or public right-of-way for a distance not to exceed one mile any litter the person has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence.

C. In the sound discretion of the court in which conviction is obtained, the person may be directed to pick up and remove from any public park, private right-of-way, or with the prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that the person has deposited litter thereon, and all litter deposited thereon by anyone prior to the date of execution of sentence.

D. The court may publish the names of persons convicted of violating this article.

E. In the case of an improper garbage or waste disposal site, the property owner, contractor, developer, builder or other person responsible for the property shall cause the property to be cleaned and to come into full compliance with this article. The county shall not be responsible for any costs of cleanup or remediation.

Section 2. Enforcement. Any person or persons authorized to enforce this article shall be empowered to enter any property, upon reasonable cause, at reasonable

times in order to inspect the property for violations of the Ordinance, subject to the condition that to allow entry on private property for inspection, the alleged violation must be visible from a public road or right-of-way, or upon such officer having received a written complaint signed by three residents of separate households of the county alleging a violation of this article. The Magistrate Court of the County shall also be authorized to issue summons for hearings on alleged violations of this county upon written accusation of any person *sui juris* alleging such violation.

Section 3. Civil remedies and abatement of nuisance. If any person violates any provision of this Ordinance, the county attorney or other appropriate authority of the County may, in addition to other remedies, institute an action for injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful act or to correct or abate such violation.

Section 4. Evidence of violations.

A. Whenever litter is thrown, deposited, dropped, or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this article, it shall be prima facie evidence that the operator of the conveyance has violated this Ordinance.

B. Whenever any litter which is dumped, deposited, thrown, or left on public or private property in violation of this article is discovered to contain any article or articles, including but not limited to letters, bills, publications, or other writings which display the name of a person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this Ordinance.

ARTICLE FIVE: MISCELANEOUS

Section 1. Severability. In the event any section, subsection, sentence, clause or phrase of this Ordinance is declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect any other section, subsection, sentence, clause or phrase, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

Section 2. Repeal of Conflicting Ordinances. All ordinances, resolutions and parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed.

Section 3. Effective Date. The provisions of this Ordinance shall be effective and in force upon the date of its adoption, the public welfare demanding it.

Approved by the Oconee County Board of Commissioners after a first reading on the 5th day of January, 2016, and final action adopting and approving same on the 26th day of January, 2016.

BOARD OF COMMISSIONERS
OCONEE COUNTY, GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: Melvin Davis
Melvin Davis, Chairman

Jim Luke
Jim Luke, Member

John Daniell
John Daniell, Member

William E. Wilkes
W. E. "Bubber" Wilkes, Member

Mark Saxon
Mark Saxon, Member

Attest:
Jane Greathouse
Jane Greathouse, County Clerk



Oconee County Board of Commissioners

ATTACHMENT A

1. Offeror's Checklist & Required Forms



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
OFFEROR'S CHECKLIST**

Company Name: _____

ITEM DESCRIPTION

Offeror's Checklist

1. Required Forms:

- Addenda Acknowledgement Form
- Cost Schedule
- Respondent's Information Form
- Local Business Initiative Affidavit
- Execution of Proposal
- Respondent's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)

2. Required Information per Supplemental Terms & Conditions of RFP:

- General description of Contracting Firm & Sub-Contractor's List
- Verification of Financial Stability
- General Capabilities of Firm, including Equipment; Reporting Capabilities to the Federal, State & County Authorities.
- Recent Experience; Respondent's Reference Form
- License & Bond Verification - Current Copy of Any Licenses/Certifications/Permits
- Copy of Current Insurance/Certificate of Insurance
- Any other information Offeror would like to include.

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
Addenda Acknowledgement**

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

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

Email

Respondents must acknowledge any issued addenda. Proposals which fail to acknowledge the Contractor's receipt of any addendum may result in the rejection of the proposal if the addendum contains information that substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

**Oconee County Board of Commissioners
Request for Proposal#FY1707-09
Annual Recyclable Material Collection & Disposal Services**

Cost Schedule

Please use this Response Form to indicate the cost for this project. Your total cost must include **ALL** fees, travel, and any other costs needed to complete the project.

I certify that the proposed costs(s) are accurate and reflect any applicable discounts, and that the company, which I represent, will deliver the services and related items for this proposed amount.

By submission of this response, I also certify that the RESPONDENT has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

We have included all required documents required per the Proposer's Instructions and Specifications.

The Respondent has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this response and any attachments, if required.

DO YOU HAVE A BUSINESS LICENSE IN THE STATE OF GEORGIA?_____ ; WHAT CITY/COUNTY? _____

BUSINESS LICENSE#_____

FEDERAL TAX ID#_____

INDICATE LEGAL FORM OF PROPOSER:

Corporation_____ Partnership_____ Individual_____ Other (specify)_____

Do you plan to subcontract any portion of this project? Yes _____ No_____

**Oconee County Board of Commissioners
Request for Proposal#FY1707-09
Annual Recyclable Material Collection & Disposal Services**

Cost Schedule

As compiled in the following proposed tipping fee and revenue sharing form for:

**Base Case-Dual Stream Recyclable Waste
w/Commingled Fiber and Commingled Containers**

<u>Line Item Container</u>	<u>Service Provided</u>	<u>Commingled Fiber</u>	<u>Commingled</u>
001	Tipping & Transportation Fee (per Dumpster)	\$_____ Each	\$_____ Each
010	Maximum response time for "On call" pick-up of Recyclable Materials		_____

_____	_____
(Contractor)	(Address)
By: _____	_____
(Signature)	(City, State, Zip)
Title: _____	_____
	(Phone/Email)

(End of Cost Schedule)



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
Offeror Information Form**

1. Legal Business Name _____

2. Street Address _____

3. City, State & Zip _____

4. Type of Business: _____ State of Registration: _____
(Association, Corporation, Partnership, Limited Liability Company, etc)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax _____

8. E-mail _____ Company Website _____

9. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



RFP #FY1707-09

Recyclable Material Collection and Disposal Services

Local Business Affidavit of Eligibility

***Legal Name of Business:** _____

1. Mailing Address:

Physical Address: (if different)

_____	_____
_____	_____
_____	_____

2. Year business was established in Oconee County: _____

3. Occupational Tax License number issued and County/City where issued: _____

4. Business Type (circle one): Corporation Partnership Sole Proprietorship

5. Does your business have more than one office in Oconee County? Yes No

If yes, specify the location(s): _____

6. Is your business' principal base of operations in Oconee County? Yes No

7. Does your business have any locations outside of Oconee County? Yes No

If yes, specify the locations(s): _____

8. Bank (branch in Oconee County): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information, which I have provided, on this form is true, and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Attest: _____

***Authorized Signature:** _____

Sworn to and subscribed before me this _____

***Print Name:** _____

day of _____, **20** _____

***Title:** _____

Commission Expires: _____

(Seal)

***Non-Local Business** _____
(Check Here)

Mandatory Document – Complete all areas above and return with your proposal. If your business is NOT local, please complete only those areas marked with an asterisk (*)



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
Execution of Proposal**

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the time frame required.

(Typed or Printed) **Business Name**

Authorized Signature

Date

(Typed or Printed) **Name & Title**

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
Respondent's Certificate and Statement of Non-Collusion**

I _____ certify that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **RFP #FY1707-09 Recyclable Material Collection and Disposal Services** was issued except: 1) through the Purchasing Office 2) at the Pre-Conference Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative Name/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
Drug-Free Workplace**

I hereby certify that I am a principle and duly authorized representative of:

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with _____,

certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

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

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

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

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

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Karen T. Barnett, CPPB
Oconee County Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: kbarnett@oconee.ga.us



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	RFP#FY1707-09

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20____

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



RFP #FY1707-09

**Recyclable Material Collection and Disposal Services
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	RFP#FY1707-09

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20____

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



RFP #FY1707-09
Recyclable Material Collection and Disposal Services
Sub-Contractors

Please list any subcontractors that you will be working with during the course of this contract:

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP #FY1707-09

Recyclable Material Collection and Disposal Services Contractor References

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL