

# **CITY OF WAYCROSS**

**February 3, 2020**

## **GARBAGE COLLECTION AND DISPOSAL**



**Request for Proposal**

**FY20-18**

**City of Waycross  
Purchasing Department  
417 Pendleton Street  
Waycross, Georgia 31501  
912-287-2956**

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## INVITATION TO PROPOSERS

The City of Waycross will accept proposals from qualified and experienced Waste Management Contractors for the City's Garbage Removal and Disposal. Proposals will be accepted until **10:00 a.m., Tuesday, March 10, 2020**. Proposals will be publicly opened and only the names of those proposers responding will be mentioned. No faxed or late proposals will be accepted.

The City reserves the right to accept or reject any or all proposals, to waive formalities and technicalities, and to make an award in the best interest of the City. The City may enter into negotiations with the contractor of their choosing to obtain the best value for the City. All bidders must comply with all Federal, State, and Local Laws.

Factors to be considered in making this award will be pricing, experience and ability to provide services. The City will be the sole judge of the weights given these factors.

Contract period will be for a period of 5 years to be renewed annually commencing on July 1, 2020. Contract will be cancelled in the event funds are not available. Each year, at least 90 days prior to contract renewal, the City will evaluate the past years performance and future needs to access the extension of this contract.

The purpose of this RFP is to evaluate and utilize the most cost effective process for the City's Garbage Pickup and Disposal.

The Proposer's response shall include a technical proposal and fee proposal with all other information requested in this Request for Proposal (RFP). The fees shall be the full cost to the City of Waycross, Georgia

**There will be a mandatory pre-proposal conference on Monday, February 17, 2020 at 1:00 p.m., in the 2<sup>nd</sup> floor conference room of City Hall. Proposals will only be accepted from Contractors who are in attendance at the pre-proposal conference. All questions will be addressed at this time.**

## **Garbage Collection and Disposal RFP # FY 20-18**

### *Instructions To Proposers*

1. **Intent**: It is intended that the Instructions to Proposers, General Conditions, and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.
  
2. **Examination**: The Proposer is advised to examine all documents and current parameters of the services to become fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Proposer of the obligation to furnish all products and services necessary to carry out the provisions of the contract.
  
3. **Submission of Proposals**: All forms must be completed and returned with proposal. Envelope must be sealed and marked FY 20-18 Garbage. Proposals may be hand delivered to The Purchasing Department, 2<sup>nd</sup> Floor, City Hall, 417 Pendleton Street, Waycross, GA 31501 or mailed to The City of Waycross, Purchasing Department, PO Drawer 99, Waycross, GA 31502.
  
4. **Proposal Form**: Proposals shall be submitted on the Schedule Forms included herein. The Proposer will submit an original and four (4) copies of its Proposal. Failure to acknowledge receipt of amendment(s), failure to include representations, certifications, affidavits or any other required information may render your proposal non-responsive. In your proposal submittal please reference each section number as it is addressed.
  
5. **Exercising of Option Year Extension** - At least ninety (90) days prior to the expiration of a contract period, the City of Waycross will evaluate the future needs and determine the necessity for continuing these services. The City's decision to exercise an option period will be provided to the successful bidder, in writing.
  
6. **Use of Subcontractors**: If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor.

**7. Addenda to RFP:** The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than 3 days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document. The addenda will be sent only to those who have received the RFP from the City. Proposer must acknowledge receipt of each addendum.

**8. Selection of Successful Proposer:** Evaluation criteria, describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the Proposer that best serves the interests of the City of Waycross and residents of The City of Waycross. The Commission reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

**9. Project Contact:** All questions regarding this RFP will be directed to:

The City of Waycross Purchasing  
Attn: Linda Jones, CPPB  
PO Drawer 99  
Waycross, Georgia 31502  
(912) 287-2956 or fax (912) 287-2990  
ljones@waycrossga.com

**10. Disclaimer:** The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Proposer. The City neither guarantees nor warranties that the information contained in this RFP or referenced documents is accurate and complete. The City is not and will not be liable for omissions or errors contained in this RFP. It is the Proposers responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods.

**THE CITY OF WAYCROSS, RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITIES AND MAKE THE AWARD IN THE BEST INTEREST OF THE CITY.**

## PROPOSAL SCHEDULE

#	Activity	Estimated Date
1.	Mandatory Pre-Proposal Conference: .....	02/17/20
2.	Deadline for receipt of proposals: .....	03/10/20
3.	Evaluation Team score proposals: .....	03/12/20
4.	Evaluation Team makes recommendation to City Commission .....	03/26/20
5.	City Commissioners take formal Award action: .....	04/07/20
6.	Notice of Award and contract documents sent to successful Proposer: .....	04/09/20

## GENERAL INFORMATION:

- The City Limits of Waycross encompasses approximately 11.69 sq miles.
  - The City has approximately 6272 Residential/Commercial customers that utilize Residential Garbage removal.
  - Approximately thirty five (35) downtown businesses have curbside/plastic bag pickup two (2) times per week.
  - The City has approximately 190 handicap rollout customers.
  - The City has 386 Commercial Dumpsters
1. Minimum Basic Service Requirements (The service outlined below is the current level of service that is provided to the City and will be used as a minimum service requirement. The City will entertain all submitted proposals and options.)
  2. City requires a monthly flat rate
  3. Residential customers shall be serviced once a week in City owned roll-out carts.
  4. Missed garbage shall be addressed by contractor and their staff.
  5. Rollout service shall be provided free of charge for approved handicap citizens.
  6. Dumpster service currently provided at the following City owned locations:  
  
Public Works – Satilla Lane - (1) 8 yard once per week  
Public Works – Satilla Lane – (2) 6 yard mobile dumpster once per week  
City Garage – Pendergast Street – (1) 8 yard once per week  
City Hall – Pendleton Street – (1) 8 yard twice per week  
Water Plant – Alice Street (1) 6 yard three times per week  
Traffic Dept. – Grove Avenue (1) 6 yard once per week  
Oakland Cemetery – Alice Street (1) 6 yard twice per week  
WWTP – Lakeview Drive – (1) 8 yard once per week, (1) 6 yard as needed.  
Police Station – Oak Street – (1) 6 yard three times per week  
Fire Station #1 – Mary Street (1) 6 yard once per week  
City Auditorium – Pendleton Street (1) 8 yard once per week
  7. 95 gallon containers are currently located at the City Garage, Warehouse, Public Works and Fire Stations # 2, # 3, # 4 shall be dumped once per week on normal route.
  8. Location of landfill or transfer station that you will be utilizing.
  9. Price per ton for City to dispose of non-hazardous waste.
  10. Universal curb side special collection (White /Brown Goods) 1 x per week
  11. Current dates and routes of collection must be maintained as to not inconvenience Waycross citizens.
  12. City employee to deliver and remove garbage cans

13. Contractor shall reimburse City of lids and wheels purchased; City shall be responsible for repairs to cans.
14. Collection of Fees:
  - a. The City of Waycross will collect all garbage fees and pay contractor on monthly basis.
15. A Notice to Cure will be issued by the City if a problem arises with the service level and is not addressed by contractor and corrected immediately. Contractor must cure within 10 days.
16. List all company observed holidays.
17. Emergency Service in the event of a natural disaster.
  - a. Contractor will adhere to the Waycross/Ware County Emergency Operations Plan.
18. Contractor to furnish truck and driver, at a City determined date and time, to dump rollout containers up to three (3) festivals/special events per year:
19. Special Collections:
  - a. Contractor shall provide a minimum of 2 (two) Saturday special collections, per calendar year,
  - b. Collections shall be located within the City Limit.
  - c. Contractor employees shall furnish all equipment labor to assist citizens in disposal of approved items or materials.
  - d. Location, date and time to be determined by the City.
20. With the exception of some multi-family complexes residential garbage collection is mandatory.
21. The successful proposer must provide back door services to handicapped individuals. This service will be provided at no additional charge.

## **OPTIONAL PROPOSALS**

List any additional services your company would furnish (additional proposals and cost).

Please detail scope of work and all associated cost to the City.

Companies may bid on the following item or items only, such as Dumpster Service.

Examples; but not limited to:

- a. Recycling (City currently does not offer)
- b. Yard Debris grinding estimate 4 (four times per year) Hourly Rate
- c. Yard Debris grinding and disposal at City designated location; yard debris is picked up 1 x weekly by city employees and held until grinding.
  - i. For items c and d, the proposer is to supply all equipment and labor to complete the project.
  - ii. The City will furnish all fuel. Equipment must arrive filled and will leave the jobsite filled.
- d. Back Door Roll Out/Roll In Service for non-handicapped citizens.

- e. Dumpster Service and Fee Schedule your company may offer( price sheet included)

## **PROGRAM SERVICES**

### **1.0 SERVICE REQUIREMENTS**

The successful proposer will provide all services contracted for from each residence. Such services shall include, but not be limited to: household garbage backdoor service and any other service chosen by the City.

Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor shall make collections between the hours of 7 a.m. and 7 p.m. Noise and disturbance will be kept to a minimum. The work will be done in a sanitary manner. The Contractor's employees will pick up trash spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck.

Contractor will promptly repair any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

### **2.0 SUSPENSION OF CURBSIDE COLLECTION**

Curbside collection service may be suspended due to extreme weather or declared emergencies. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Contractor will advertise a minimum of three (3) times, schedule changes for holidays at least 10 days before any observed holidays. Contractor shall supply a list of observed holidays.

### **3.0 COLLECTION EQUIPMENT**

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted

uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side in letters not less than 9 inches in height. Vehicles are to be washed weekly or more often, if needed. Vehicles are not to interfere unduly with vehicular or pedestrian traffic, vehicles are not to be on streets, and alleys unattended, except as made necessary by loading operations.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. Seals must be maintained in good condition to prevent leakage. All vehicles used for collection will have a fully enclosed metal top. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the contractor to immediately pick up scattered matter.

Drivers of vehicles which break hydraulic hoses and leak on City roads or rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the City of Waycross Public Works Department. The report will include the address(es) of the area the spill occurred. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the City of Waycross Public Works Department which will be responsible for approving that the clean-up was satisfactory and accepted.

Collection container size shall be 95 gallons.

Contractor will be solely responsible for all costs of operating and maintaining collection equipment.

#### **4.0 MISSED COLLECTIONS AND COMPLAINT HANDLING**

If a collection is missed and the household notifies the Contractor who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner.

A penalty may be issued in the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint resolve the complaint in a timely manner. The contractor shall make note of any containers that are not at curbside during the regular collection. The penalty will not be assessed for noted addresses. It is not the intent of the City to penalize the contractor for missed collections of entire neighborhoods or entire streets therefore so long as collection has been made within 24 hours there will be no penalty assessed. The contractor will provide for prompt handling of complaints

by maintaining an office staff locally that will receive record and handle complaints. Such staff will be available during the hours of 8 a.m. until 5 p.m., Monday through Friday; call center must be a local toll free number. After hours, weekends, and holidays Contractor must make available a local message service to record citizen complaints. The contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution. It shall be submitted monthly to the City within ten days of the end of the month for which the data has been collected.

**The City's goal is the resolution of 98% of all complaints within 24 hours of the complaint.**

## **5.0 PERSONNEL**

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

Each driver of a collection vehicle shall at all time wear a company uniform and carry a valid driver's license for the type of vehicle that is being driven. The Contractor will provide operating and safety training for all personnel on a regular basis.

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor. The Contractor is in no respect an agent or employee of the City.

## **6.0 STATEMENT OF WORK**

### ***Collection of Household Garbage:***

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations.

The City will provide all households with a 95-gallon lidded, wheeled trash container. All equipment will bear the City Logo and can number. All garbage collection equipment will be maintained in good repair and appearance.

The Contractor will be required to pick up, on a weekly basis, all garbage, provided it is placed in an approved collection container. Any materials set

out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the City's solid waste plan .

Customers consistently exceeding rollout capacity will be issued a 2<sup>nd</sup> can at their expense.

Contractor will maintain established routes.

## **FEE SCHEDULE**

The Proposer will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the program services listed or proposed services.

### **BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

No. \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** While it is your responsibility to include all required documents you are reminded that you must include the following documents with your proposal response and you must acknowledge the following:

- Fee Schedule*
- Signature Form*
- Ownership*
- Acknowledge Addendum/Amendments*
- Insurance Certificates*
- E-Verify Forms*

<u>0001:</u> Collection & Disposal of Residential/Small Commercial Garbage. 95 Gal. Per Month.	\$
<u>0002:</u> Disposal Fee for City disposal at designated landfill or transfer station. Cost per ton.	\$
<u>0003:</u> Residential/ Small Commercial charge for return due to customer neglect to place can curbside.	\$
<u>Opt. #1:</u> Universal Collection and Disposal of Brown/White Goods. Total Monthly Fee	\$
<u>Opt. #2:</u> Yard Debris Grinding. Per Hour, Per Grind. City to furnish fuel.	\$
<u>Opt. # 3:</u> Yard Debris Grinding and Disposal. Per Hour, Per Grind. City to furnish fuel.	\$
<u>Opt. # 4:</u> Delivery Cost per 30 yard Roll Off Containers for City Use. Detail other container cost on separate sheet.	\$
<u>Opt # 5:</u> Optional Back Door Service for Non Handicapped Customer	\$
<u>Opt. # 6:</u> Dumpsters for Commercial/Church/Multi-Residential. Fee Schedule Per Yard/ Per Day	<b>\$ See separate fee schedule</b>
<u>Opt. # 7:</u> City wide Universal Recycling Per Customer	\$
<u>Opt. #8</u> Subscription Recycling Per Customer	\$

\_\_\_\_\_

*COMPANY NAME*

\_\_\_\_\_  
*AUTHORIZED SIGNATURE*

\_\_\_\_\_  
*DATE*

**Note: Add comment / remark sheets, as necessary, to further amplify your fee proposal.**

**Proposers are cautioned that failure to provide pricing for all tasks may render your proposal non-responsive.**

	2 YARD	4 YARD	6 YARD	8 YARD
1 X W				
2 X W				
3 X W				
4 X W				
5 X W				
6 X W				

# TECHNICAL AND FEE PROPOSAL REQUIREMENTS

## 1.0 PERSONNEL EXPERIENCE

**1.1 *Company Principals:*** Provide a biographic overview of the Company's key principals.

## 2.0 APPROACH

**2.1 *Project Methodology:*** The Proposer shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Program Services.

**2.2 *Disposal of Collected Materials:*** The Proposer will provide, in this section, a list of the various disposal facilities it intends to use during the contract period(s). Disposal shall take place only at state approved facilities. Once picked up, all waste shall become the property of the contractor.

## 3.0 COMPANY EXPERIENCE / CAPABILITIES

**3.1 *Experience:*** The Proposer shall provide, in this section of the proposal, a detailed description of similar services or contracts in which the Proposer is presently involved or completed during the past two (2) years. Include contact name and numbers.

**3.2 *Capabilities:*** The Proposer shall provide, in this section of the proposal, a description of the firm's capabilities. Any limitations relative to facilities, staff personnel, on-going projects/contracts, etc. shall be identified.

**3.3 *References:*** The Proposer must list local government client references with a contact person and telephone number. List any local government clients that have terminated services in the last three years with a contact person and telephone number. In addition the proposer shall list any contracts for which a letter of termination has been issued during the previous 48 months and shall provide the outcome and reasons for same.

#### 4.0 COMPANY ORGANIZATION

- 4.1 **Primary Business:** Provide, in this section, your Company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
- 4.2 **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

#### 5.0 FEE PROPOSAL

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

#### 6.0 PROPOSAL EVALUATION FACTORS

It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the best value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.

6.1 **Evaluation Method:** Each proposal will be reviewed by an evaluation team assigned by the City Manager. Their review and evaluation will be subjective; however, weighting values are established to minimize that subjectivity. The following delineates the weighting value attributed to each section.

WEIGHT	SECTION
Company Experience/Location	40 %
Personnel Experience	15 %
Approach	10 %
Fees	<u>35%</u>
Total:	100 %

Note: While the evaluation team will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

Company Experience/Location - Detailed information relative to proposer's general qualifications and capabilities as well as qualifications and capabilities specific to this project. Local location of transfer station or landfill will warrant extra points.

Approach-Provision of adequate, specific, information regarding the proposer's approach to this project. Such information shall include, but not be limited to:

Specific approach information such as collection method, etc.

Personnel Experience-General as well as project specific qualifications and experience of those individuals who will be assigned to this project.

**NOTE:** The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain the best technical and fee proposals in their initial submission.

**6.2 Oral Presentation:** Following the evaluation of the proposals, the City's Evaluation Team may request the top ranking firm(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in Waycross, Georgia at a mutually acceptable date and time that will be determined by the City.

**6.3 Negotiations:** Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the City shall negotiate with the Proposer whose proposal is determined to be most advantageous to the City. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer, and so on, until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

**6.4 Contract Formation:** If the negotiation produces mutual agreement, the draft contract provided herein shall be constructed and forwarded to the successful Proposer for execution and then to the City's Commissioners for acceptance. ***The draft contract format will be the only acceptable document for execution. The City of Waycross will not entertain or accept any exceptions or amendments to the contract format provided.***

## **GENERAL CONDITIONS**

### **1.0 NOTICE OF AWARD OF CONTRACT**

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

### **2.0 INSURANCE**

#### **A. Liability.**

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner. The Contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company. Insurance Certificates must be submitted to the City no later than July 1<sup>st</sup> of each contract renewal date.

Comprehensive General Liability -The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

#### **\*The limits of insurance are as follows:**

General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;

Automobile Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and

Workers' Compensation Insurance as will protect potential bidder from Workers' Compensation Acts.

**\*Contractors Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders.**

**B. Indemnity.**

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

**3.0 INDEMNIFICATION**

The successful Proposer will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by the Proposer or anyone for whose acts any of them may be liable. In any and all claims against the City or any of its agents or employees, by any employee of the successful Proposer, directly or indirectly employed by the Proposer, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

#### **4.0 SUSPENSIONS OR TERMINATION OF SERVICES**

The anticipated contract between the successful Proposer and the City can be terminated based on:

- a. City electing, in writing, with a 90 day notice, not to exercise any of its option periods.
- b. Failure of the Proposer to perform based on the Proposer's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful Proposer. The successful Proposer shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Either party shall have the right to voluntarily terminate this agreement at any time upon 90 days advance written notice to the other party of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.
- d. Any termination of the successful Proposer's services shall not affect any right of the City against the successful Proposer then existing or which may thereafter occur. Any retention of payment of monies by the City due the successful Proposer will not release the successful Proposer from compliance with the Contract Documents.

#### **5.0 SUSPENSION OF SUBSCRIBER SERVICES**

The City will notify the Contractor of any handicap rollout service, or any other service, that is to be suspended.

#### **6.0 LAWS AND REGULATIONS**

The successful Proposer's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein.

The successful Proposer shall keep fully informed of all laws, ordinances and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees

of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Proposer shall herewith report the same in writing to the City.

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

## **7.0 SCHEDULE, REPORTS AND RECORDS**

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

## **8.0 CHANGES IN THE CONTRACT**

### **a. Changes in the Service**

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment which will require City Commission approval.

The Contractor shall proceed with the performance of any changes in the services so ordered by the Public Works Director or designee unless the Contractor believes that such order entitles a change in the fee or time or both, in which event the Contractor shall give the Public Works Director or designee written notice thereof within fifteen (15) days after the receipt of proposed changes.

b. Changes in Fee

The Fee shall be changed only by a mutual agreement by the Contractor and the City transmitted as a Contract Amendment approved the City Commission. The Contractor shall, when required by the City, furnish to the City the method and justification used in computing the change in fee as related to the services ordered.

c. Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described in a. above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made contingent upon Commission approval. Request must be received by the City a minimum of 120 days prior to contract renewal.

## **9.0 PAYMENTS AND COMPLETION**

a. Application for Payment

The Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to:

City of Waycross  
PO Drawer 99  
Waycross, GA 31502  
Attn: Purchasing Department

## **10.0 CONTRACT AGREEMENT JURISDICTION**

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement shall be brought in any court in The City of Waycross, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in The City of Waycross, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.

## **11.0 PERMITS AND REGULATIONS**

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

## **12.0 BUSINESS LICENSE**

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

## **13.0 RESPONSIBILITIES OF THE CONTRACTOR**

### **a. Subcontractors, Manufacturers and Suppliers**

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

### **b. Contractor's Employees**

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

### **c. Payment for Labor and Materials**

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Contractor shall furnish proof of payment of such accounts to the City.

d. Attention to Work

When Contractors representative is not personally present, his designated alternate shall be available and shall have the authority to act on the contract.

e. Employee Safety

The Contractor alone shall be responsible for the safety of its employees and its subcontractor's employees. The Contractor shall perform the services in a manner which meets the City's responsibility under statutory and common law for the provision of a safe place to work.

f. Public Safety and Convenience

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

g. Cooperation in Disasters

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities of the federal, state, and local government, and of any private utility, and shall not interfere with their work during times of declared disaster or a local emergency.

h. Disposal Facilities

Subsequent to the original approval of disposal facilities by the City, any additional solid waste disposal facilities anticipated to be used by the Contractor outside of Waycross and Ware County will require prior written notification to the City and must have written approval the City.

#### **14.0 COMPLIANCE WITH LAWS**

The Contractor shall keep itself fully informed and will comply with all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the services, or the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

*Signature Form*

This proposal is submitted to The City of Waycross, by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and The City of Waycross. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any request for information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the City after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The Proposer, by signing below, certifies that its proposal is valid for a period of at least ninety (90) days from the required submission date and that no costs incurred by recipients of the RFP in anticipation of receiving a contract award from the City will be reimbursed by the City.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, 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 damage awards.

\_\_\_\_\_  
Initial

Continued on next page.

Company Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

*Name and telephone number of person to whom inquires should be directed:*

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## OWNERSHIP AND CONTROL INFORMATION

**Ownership Identification:** To be completed by all principals, officers, and directors of the Proposer and by beneficial owners of twenty percent (20%) or more of the stock or other ownership interest in the bidding firm. Beneficial owners include individuals, corporations, partnerships, joint ventures and unincorporated associations.

\_\_\_\_\_  
*(Name of individual)*

\_\_\_\_\_  
*(Name of organization)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Address)*

*Nature of Interest:*

- Partner
- Stockholder/Owner
- Officer
- Corporate Director

\_\_\_\_\_  
*(Profession or Occupation)*

\_\_\_\_\_  
*(Name of Employer)*

\_\_\_\_\_  
*(Address of Employer)*

\_\_\_\_\_  
*(Address of Employer)*

## LEGAL AND CHARACTER QUALIFICATIONS

**Convictions:** Has the Proposer (including parent corporation, if applicable) or any principal had any legal action against them or their company?

**Responses:** If "yes" is the response to any of the questions on the previous page, provide information below such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

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*- End of This Section -*

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA 13-10-90

TO ALL PROSPECTIVE VENDORS:

If you are providing service, or performing work for The City of Waycross, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal.

- 1) The City of Waycross shall comply with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et. seq.,
- 2) In order to insure compliance CONTRACTOR agrees to comply with all of the contractor requirements of the "Georgia Security and Immigration Compliance Act" of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.
  - A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U.S Department of Homeland Security's "Employment Eligibility Verification (EEV) / Basic Pilot Program." CONTRACTOR agrees to verify the work eligibility of all of CONTRACTOR'S newly hired employees through the U.S. Department of Homeland Security's Employment Eligibility Verification (EEV) / Basic Pilot Program, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.
  - B. Contracts Affected by the "Georgia Security and Immigration Compliance Act." CONTRACTOR agrees that the contractor and subcontractor requirements of the "Georgia Security and Immigration Compliance Act" of 2006 apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
  - C. Timeline for Application of the Worker Eligibility Verification Requirements to Contractors and Subcontractors. CONTRACTOR agrees that the following Georgia Security and Immigration Compliance Act contract compliance dates apply to this contract, pursuant to O.C.G.A. 13-10-91:
    - On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
    - On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and
    - On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

The prospective CONTRACTOR must initial one of the sections below:

Contractor has 500 or more employees [CONTRACTOR must register with the Employment Eligibility Verification/Basic Pilot Program and begin work eligibility verification on July 1, 2007, and execute and send to DEPARTMENT a "Contractor Affidavit and Agreement" attesting to registration with the EEV / Basic Pilot Program];

Contractor has 100-499 employees [CONTRACTOR must register with the Employment Eligibility Verification/Basic Pilot Program and begin work eligibility verification by July 1, 2008];

Contractor has 99 or fewer employees [CONTRACTOR must begin work eligibility verification by July 1, 2009].

3) In the event that the contractor employs or contracts with any subcontractor in connection with a covered contract the contractor will secure from the subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Georgia Department of Labor Rule 300-10-1-.02 or a substantially similar affidavit.

4) Contractor agrees that, in the event the (insert your company's name) \_\_\_\_\_ employs or contracts with any sub-contractor in connection with the covered contract to Require "Georgia Security and Immigration Compliance Act" Compliance of its Subcontractors Connected with this Contract. CONTRACTOR agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by CONTRACTOR to provide services connected with this contract, as required pursuant to O.C.G.A. 13-10-91., that the (insert company's name) \_\_\_\_\_ will secure from each sub-contractor the employee-number applicable to the sub-contractor.

CONTRACTOR agrees to obtain from any subcontractor that is employed by CONTRACTOR to provide services connected with this contract, the subcontractor's indication of the employee-number category applicable to the subcontractor.

5) Contractor agrees to provide the City of Waycross with and secure all affidavits from any subcontractor engaged to perform services under this Contract an executed the "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

CONTRACTOR agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Waycross, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

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

\_\_\_\_\_  
Project Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

Authority O.C.G.A. 13-10-91

## SUBCONTRACTOR AFFIDAVIT

Contractors shall use the following affidavit form, or an affidavit form that is substantially similar to that provided below, to document a subcontractor's compliance with the requirements of O.C.G.A. 13-10-91:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) \_\_\_\_\_ on behalf of the City of Waycross has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

\_\_\_\_\_  
Project Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF, 20\_\_\_\_

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

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

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

Authority O.C.G.A. 13-10-91

**SUB-SUBCONTRACTOR AFFIDAVIT**

Contractors shall use the following affidavit form, or an affidavit form that is substantially similar to that provided below, to document a sub-subcontractor's compliance with the requirements of O.C.G.A. 13-10-91:

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of sub contractor) \_\_\_\_\_ on behalf of the City of Waycross has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

\_\_\_\_\_  
Project Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

**CONTRACTOR AFFIDAVIT SMALL BUSINESS EXPEMPTION**

Contractors shall use the following affidavit form, or an affidavit form that is substantially similar to that provided below, Contractor's compliance with the requirements of O.C.G.A. 13-10-91:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with City of Waycross has less than 10 (ten) hired employees, and is exempt from this program.

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Project Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

Authority O.C.G.A. 13-10-91

STATE OF GEORGIA

EXCLUSIVE AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_, between the City of Waycross, Georgia, a political subdivision of the State of Georgia, acting by and through its Mayor and City Commission, hereinafter referred to as "The City" and \_\_\_\_\_ a corporation of the State of Georgia, hereinafter referred to as "\_\_\_\_\_":

WITNESSETH:

For and in consideration of the mutual benefits and promises passing between The City and \_\_\_\_\_ as herein after set out, the parties do mutually agree and covenant as follows to-wit:

1.

\_\_\_\_\_ shall collect and dispose of all Residential/Commercial Garbage and Residential Brown and White Goods in this Agreement within the incorporated limits of the City of Waycross, Georgia pursuant to the terms of this agreement. This collection and disposal service is limited to 95 gallon roll-out carts for curb side pick-up for residential collection and small commercial accounts. The City shall maintain ownership and title to all 95 gallon rollout carts being utilized. \_\_\_\_\_ shall not be required to collect dead animals or hazardous materials.

2.

\_\_\_\_\_ shall operate and maintain through the term of this agreement and any extensions thereof sufficient equipment to handle Residential/Commercial Garbage pick-up service at the level required to meet the needs of the City of Waycross, Georgia on a once per week level for residential and small commercial customers and two (2) times per week for downtown "bagged" commercial customer

3.

It is mutually agreed between the City and \_\_\_\_\_ that, during the term of this Contract, \_\_\_\_\_ shall have in full force and effect liability insurance policies providing liability insurance coverage for all vehicles to be used by \_\_\_\_\_ in the performance of this Agreement, and that said coverage shall be in the amount of not less than One Million Dollars (\$1,000,000.00) for property damage and for personal injury coverage. \_\_\_\_\_ will also provide and maintain workers compensation insurance, as provided by law, covering the

employees of \_\_\_\_\_ in the performance of their duties under this Contract. Evidence of insurance shall be provided to The City no later than July 1<sup>st</sup> of each contract year.

4.

\_\_\_\_\_ hereby covenants and agrees that it will hold harmless and indemnify the City from any and all suits, expense (including attorney fees), actions or claims of any character brought on account of any injuries or damages by any person or persons or property on account of any negligence or fault of \_\_\_\_\_, its agents or employees, in their performance of the various provisions of this contract. \_\_\_\_\_ shall be considered an independent contractor.

5.

\_\_\_\_\_ hereby agrees and covenants that it will pick up Residential/Commercial Garbage and Residential White and Brown Goods, as herein described, on the schedule as agreed upon by both Parties and covenants that it will keep and maintain the streets and sidewalks free of all debris which might fall from collection of such trash.

6.

\_\_\_\_\_ hereby agrees and covenants that it will grind Yard Waste debris on an as needed basis to be determined by the City of Waycross and may dispose of ground material on an as needed basis as agreed by the City.

7.

In case, by reason of force majeure, \_\_\_\_\_ shall be rendered unable to carry out, wholly or in part, its obligations under this Agreement; then \_\_\_\_\_ shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligations of \_\_\_\_\_ shall be suspended during the Continuance of the inability with all reasonable dispatch. The term "force Majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of the Government of the United States or the State of Georgia, or any civil or military authority, riots or insurrections, epidemics, lightning, earthquake, fire, hurricanes, or related natural disasters, explosives, breakages or accidents outside of the control of \_\_\_\_\_.

8.

The City of Waycross, Georgia shall not pass any ordinances which would be harmful to \_\_\_\_\_ or impair the ability of \_\_\_\_\_ to carry out its contractual obligations contained in this Agreement. It shall be the obligation of the City of Waycross, Georgia to enforce any present ordinances that will help \_\_\_\_\_ in the performances of its duties and obligations under the Contract.

9.

All notices required to be given under the terms and provisions of this Contract shall be considered to be properly delivered if mailed to the City at: 417 Pendleton St., Waycross Georgia 31501 and \_\_\_\_\_ at: \_\_\_\_\_

**1. BASIC SERVICE AND FEES**

Residential/Commercial customers will be serviced once per week with curbside pickup. \_\_\_\_\_ shall charge the City a monthly \_\_\_\_\_ this service during the term of this contract. This fee will also cover the cost for \_\_\_\_\_ to provide special services to handicapped residents who are unable to roll their carts to curbside per the terms of this agreement noted in section #17. The City shall be charged a \_\_\_\_\_ per residential customer for pick up and disposal of White and Brown Goods. These fees shall remain firm for 5 years or Contract Period ending June 30, 2025.

**2. DUMPSTER SERVICE FOR CITY OWNED LOCATIONS**

\_\_\_\_\_ shall provide commercial dumpster services to the City owned locations listed below at no charge (locations may be subject to change).

- Public Works – Satilla Lane - (1) 8 yard once per week
- Public Works – Satilla Lane – (2) 6 yard mobile dumpster once per week
- City Garage – Pendergast Street – (1) 8 yard once per week
- City Hall – Pendleton Street – (1) 8 yard twice per week
- Water Plant – Alice Street (1) 6 yard three times per week
- Traffic Dept. – Grove Avenue (1) 6 yard once per week
- Oakland Cemetery – Alice Street (1) 8 yard once per week
- WWTP – Lakeview Drive – (1) 8 yard once per week, (1) 6 yard as needed
- Police Station – Oak Street – (1) 6 yard three times per week
- Fire Station #1 – Mary Street (1) 6 yard once per week
- City Auditorium – Pendleton Street (1) 8 yard once per week

**3. CITY OF WAYCROSS ROLLOFF CHARGES**

\_\_\_\_\_ will deliver a 20, 30 or 40 yard container for the City of Waycross use at no charge. The City will pay a \$ haul fee and a \$ per ton tipping fee if above \_\_\_\_\_ free per month. There will be no rental on any container.

**4. DISPOSAL AT \_\_\_\_\_ TRANSFER STATION**

The rate per ton for any and all solid waste the City delivers to said transfer station for this agreement shall be \$ per ton. The first \_\_\_\_\_ tons each month will be at no charge.

\_\_\_\_\_ will work with the Public Works and Code Department to pickup residential white and brown goods that may be abandoned in the incorporated City limits of Waycross at no charge.

**5. GRINDING OF YARD WASTE MATERIAL**

\_\_\_\_\_ shall grind the City's yard waste material; at the Genoa Street location on an as needed basis at a rate of \$\_\_\_\_\_ per hour. \_\_\_\_\_ shall furnish the grinder, excavator, loader and operators to properly grind yard waste material. \_\_\_\_\_ shall charge a disposal fee of \$\_\_\_\_\_ per ton for ground material on an as needed basis. The City will furnish all fuel during the grinding. Equipment must arrive full and will depart full.

**6. ROUTES OF COLLECTION**

\_\_\_\_\_ shall conduct its operation so as to interfere as little as possible with the public use of roads, walks, and entrances to houses. All operations of \_\_\_\_\_ upon the premises of The City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, or storage or disposal of materials shall be made upon property owned either by The City or by private individuals. \_\_\_\_\_ shall hold and save the City free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by its operations on premises of third parties. \_\_\_\_\_ will maintain current routes and dates of pickup.

**7. ACCEPTABLE WASTE**

All municipal solid waste, including solid waste generated and delivered by The City or the businesses thereof, of which is permitted by the permits and licenses held by \_\_\_\_\_ and which is acceptable for disposal by \_\_\_\_\_, under said permits, pursuant to present or future State and Federal laws, regulations and permits, shall be acceptable waste for disposal at the \_\_\_\_\_. \_\_\_\_\_ shall have the right to refuse to accept for disposal hazardous or toxic waste, explosive and/or volatile materials or untreated biomedical waste.

**8. PAYMENTS**

\_\_\_\_\_ shall submit to the City of Waycross a bill for the previous month's service by the first week of the month, the City of Waycross shall pay \_\_\_\_\_ by the thirtieth (30) day of the same month. In the event the thirtieth (30<sup>th</sup>) day of the month is a Saturday or Sunday, the payment shall be due the following Monday.

**9. SPECIAL COLLECTIONS**

\_\_\_\_\_ will conduct special collection on a minimum two (2) Saturdays per year at location(s) to be determined by the City of Waycross. The City may choose up to two (2) locations per event. \_\_\_\_\_ shall furnish equipment with employees as well as sufficient roll off containers to adequately remove all debris. \_\_\_\_\_ shall furnish sufficient number employees to assist citizens. The City shall not incur any charges for this service. \_\_\_\_\_ shall leave premises in cleaned and debris free condition.

**10. CONTRACTOR SERVICES OFFERED TO WAYCROSS CITIZENS**

\_\_\_\_\_ will offer to the citizens of Waycross on a subscription basis only, Roll-out/Roll-in Service for an additional fee of \$\_\_\_\_ monthly to be billed by the City of Waycross. \_\_\_\_\_ will also offer the citizens of Waycross on a subscription basis only, recycling containers at a monthly rate of \$\_\_\_\_ for weekly pickup or \$\_\_\_\_ every other week pickup. \_\_\_\_\_ to provide containers and repairs; pick up, disposal and billing for recycling.

**11. COLLECTION OF FEES**

It shall be the responsibility of the City of Waycross to continue the collection of all valid Residential/Commercial Garbage, Brown and White Goods and Roll Out/Roll In accounts in accordance with the standard procedures the City is now using.

**12. TERMS OF CONTRACT**

The initial term of this Agreement shall commence on the effective date which will be July 1, 2020 and shall terminate on June 30th of 2025. Except as otherwise provided herein, and as provided by law, such term shall be renewed each year of the contract period for up to five successive one (1) year terms ending on June 30, 2025 unless the City shall take positive action to terminate this agreement by giving \_\_\_\_\_ a non renewal notice not less than 90 days prior to the expiration of such one year term of election not to renew such term. "Non Renewal Notice" shall mean a notice by letter delivered by certified mail to \_\_\_\_\_ evidencing the City's intention not to renew this agreement for the term(s) period(s). Both parties warrant they have the capacity to bind themselves to the terms of this contract.

**13. NOTICE OF RIGHT TO CURE**

Upon breach of or default under the Agreement by either party, the other party shall not declare a default or take any action hereunder without giving the other party written notice setting forth in reasonable detail the nature of such breach of default and giving at least ten (10) business days to cure.

**14. LAWS AND REGULATIONS OF GOVERNMENTS**

This agreement shall be governed by and construed in accordance with the laws of the United State of America and its agencies and by the State of Georgia and its agencies.

**15. RIGHT TO PETITION**

After the initial 2 year firm price period; while in the course of doing business, if operating cost should rise to a point unforeseen by any reasonable criteria, such as the cost of fuel or insurance rates and landfill disposal fees, \_\_\_\_\_ shall have the right to petition the Mayor and Commission of the City of Waycross for relief by way of increased rates at a minimum of 120 days prior to the June 30<sup>th</sup> contract end date.

**16. EMERGENCY SERVICE**

\_\_\_\_\_ may be asked to assist The City with emergency trash service in the event of a storm or natural disaster. For this additional service, \_\_\_\_\_ will be paid on a cost plus basis as may be agreed upon with The City. This may be excluded if Waycross is declared a Federal Disaster Zone by FEMA.

**17. COMPLIANCE WITH LAWS**

\_\_\_\_\_ agrees that it will comply with all laws of the federal government and the State of Georgia and the rules and regulations of the State or the Ware County Board of Health and all other governmental agencies relative to the election and transportation of garbage and refuse. In addition, \_\_\_\_\_ shall comply with all present and future ordinances which have an effect on or regulate its operations with the City. \_\_\_\_\_ shall at all times comply with all applicable laws, rules and regulations or all governmental agencies now existing and those hereafter enacted or promulgated in the performance of this Agreement.

**18. BINDING EFFECT**

This Agreement constitutes the entire understanding between the parties and shall be binding upon all parties herein, their successors, heirs, representative and assigns. In the event that either party enters into an agreement to sell or transfer all or substantially all of its stock,

property or assets to a third party, the City shall have the option to continue this agreement or to terminate the same.

**19. EXCLUSIVE AGREEMENT**

This agreement shall be considered an exclusive agreement for the servicing of all residential and rollout/bagged small commercial accounts within the incorporated or unincorporated limits of the City of Waycross. The City shall not prohibit \_\_\_\_\_ from servicing other accounts outside the incorporated or unincorporated city limits of the City of Waycross. This agreement shall be considered an exclusive agreement for \_\_\_\_\_ to supply and furnish Residential Rollout Cart Services and Dumpster Service for Commercial Locations at the agreed upon prices in Attachment 1, within the incorporated city limits of Waycross.

**20. SPECIAL SERVICES FOR DISABLED RESIDENTS**

Effective July 1, 2020 and per the terms of this agreement between the City and \_\_\_\_\_, \_\_\_\_\_ shall be responsible for managing the daily rollout service of the elderly, disabled or handicapped residents within the City who are physically unable to roll their carts out to the curbside. The City shall maintain a list of those customers who qualify for such special services and maintain a policy for how customers go about qualifying for special services. Such services for elderly, disabled or handicapped customers shall be granted by the City only if there is no other occupant of the residential premises physically capable of placing the cart at roadside and the resident provides an affidavit or some other documentation from a physician certifying the physical limitation or disability. The City shall maintain a current list of these customers and provide to \_\_\_\_\_ a on a monthly basis and will also provide the doctor's letter of notification which validate this need. The city shall notify \_\_\_\_\_ of any removals.

**21. TIME**

Time is of the essence of this Agreement.

**22. SURVIVAL**

Termination shall not affect the rights or obligations of the parties which arise prior to termination.

**23. WAIVER**

The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

**24. ASSIGNMENT**

Except as otherwise provided within the Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

**25. TITLES AND CAPTIONS**

All article, section and paragraph titles or captions contained in this agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

**26. PRONOUNS AND PLURALS**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

**27. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

**28. MODIFICATIONS MUST BE IN WRITING**

This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must have been signed by each party.

**29. FURTHER ACTION**

The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

**30. COUNTERPARTS**

This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, bonding all parties hereto even through all parties are not signatories to the original or the same counterpart.

**31. FACSIMILE/SCANED SIGNATURES**

Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile transmitted signature by signing the original document.

**32. PARTIES IN INTEREST**

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

**33. SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which is held invalid, shall not be affected thereby.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective names and seals to be affixed to this Agreement by their duly authorized officers as of the day and year shown below. This contract supersedes all previous contracts.

**THE CITY OF WAYCROSS, GEORGIA**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**MAYOR**

**DATE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**CITY CLERK**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**GENERAL MANAGER**

**DATE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**WITNESS**