

# **Request for Proposals**

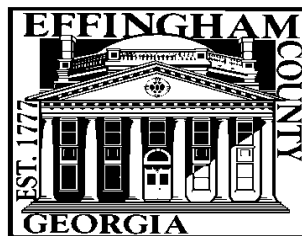
**No. 17-001**

**To provide  
Solid Waste Collection and Recycling Services  
To**

**Effingham County Board of Commissioners  
Springfield, Georgia**

**For  
All Departments**

**APRIL, 2017**



**All Submissions returned to:  
Effingham County Board of Commissioners  
ATTN: Fiona Charleton, Purchasing Agent  
601 North Laurel Street  
Springfield, GA 31329**

DATE April 6, 2017

**RE: RFP No. 17-001  
Request for Proposals for Solid Waste Collection and Recycling Services**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia with the professional services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA**, up to **10.00am (local time) Wednesday June 21 2017**.

**Effingham County Board of Commissioners** reserves the right to reject any and all proposals and will not be bound to accept any proposal should Effingham County consider that the proposal would be contrary to the best interest of Effingham County. Effingham County Board of Commissioners reserves the right to reject any and all proposals that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Instructions for the preparation and submission of a proposal are contained in the request for proposal package. If you do not submit a proposal, please return the no-bid sheet and state the reason.

***A MANDATORY PRE-PROPOSAL CONFERENCE*** has been scheduled for **10.00am (local time) Tuesday April 25 2017** and will be conducted in the SMALL CONFERENCE ROOM of the EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA, 31329, to discuss the specifications and resolve any questions and/or misunderstanding that may arise.

**Proposals will not be accepted from any firm that is not represented at the Mandatory Pre-Proposal Conference.**

Any questions that arise after the pre-proposal conference **must** be made in writing and must be received at the office of the Purchasing Agent no later than **10.00am (local time) Wednesday May 3 2017**. No response will be given to any questions received after **10.00am (local time) Wednesday May 3 2017**. Questions may be faxed to 912-754-8413; emailed to [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org) or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website [www.effinghamcounty.org](http://www.effinghamcounty.org) before **5.00pm (local time) Tuesday May 9 2017**.

**The only official answer or position of Effingham County will be the one stated in writing.**

**EFFINGHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the Bid. It is the responsibility of the Bidder to read, complete and sign, where indicated, and return these documents with his/her bid. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.

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

| REQUIRED | COMPLETED | ITEM DESCRIPTION  |
|----------|-----------|---|
|          |           | INSTRUCTIONS TO BIDDERS   |
|          |           | REQUEST FOR QUOTE   |
| X        |           | BID / QUOTE SUBMITTAL FORM  |
|          |           | SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)  |
|          |           | PERFORMANCE BOND- UPON AWARD OF CONTRACT (FORM PROVIDED)  |
|          |           | PAYMENT BOND- UPON AWARD OF CONTRACT ( FORM PROVIDED)   |
| X        |           | CERTIFICATE OF INSURANCE  |
| X        |           | W-9   |
|          |           | LEGAL NOTICE  |
| X        |           | CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)   |
|          |           | SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)   |
|          |           | GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS   |
|          |           | LIST OF SUB-CONTRACTORS   |
| X        |           | ATTACHMENTS   |
| X        |           | COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT OR COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT |
|          |           | RECEIPT OF ADDENDA IF ANY   |

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR SUBMITTAL**

**SECTION I  
INSTRUCTIONS TO VENDORS**

**1.1 PURPOSE:**

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Effingham County with services as described herein. All proposals are governed by the Code of Effingham County, and the laws of the State of Georgia. Any contract and/or agreement and any addendums to it that result from this RFP shall be governed by the laws of Georgia, with venue in Effingham County.

**1.2 HOW TO SUBMIT PROPOSALS:**

All proposals shall be:

- A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number and title, date and time of submission, and company name.
- B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

**Hand Delivery and Mailing Address:**

Effingham County Purchasing Agent,  
601 North Laurel Street,  
Springfield, Georgia, 31329.

- C. Please check the County's website [www.effinghamcounty.org](http://www.effinghamcounty.org) prior to submission for any addendum to the RFP.

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE  
OPENED OR CONSIDERED.**

**1.3 HOW TO SUBMIT AN OBJECTION:**

Objections from Vendors to this request for proposal and/or these specifications should be brought to the attention of the County Purchasing Agent either verbally at the pre-proposal conference, or in writing at least two (2) days prior to pre-proposal conference. The objections contemplated may pertain to form and/or substance of the request for proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for proposal.

**1.4 ERRORS IN PROPOSALS:**

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

**1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:**

The County reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract.

**1.6 VENDOR:**

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this request for proposal the term "vendor" may be used interchangeably with the terms "contractor", "proposer" and "bidder".

**1.7 COMPLIANCE WITH LAWS:**

The Vendor 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 Vendor and the County. Any such requirement specifically set forth in any contract document between the Vendor and the County shall be supplementary to this section and not in substitution thereof.

**1.8 COUNTY:**

Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

**1.9 DEBARRED FIRMS AND PENDING LITIGATION:**

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with the County will not be considered.

Vendor acknowledges that in performing contract work for the County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to County contract.

\*\* All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - Attachment D to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

**1.10 IMMIGRATION:**

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

\*\* All Vendors are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

**1.11 PROTECTION OF RESIDENT WORKERS:**

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment

**1.12 RFP SCHEDULE:**

| <b>Request for Proposal</b>  | <b>Date/ Time</b>                          |
|--|--|
| Owner issues public advertisement of RFP   | Thursday 04-06-17                          |
| Pre-Proposal Conference (if scheduled)   | 10.00am (local time)<br>Tuesday 04-25-17   |
| Deadline for submission of written questions   | 10.00am (local time)<br>Wednesday 05-03-17 |
| Addendum issued to answer questions (if any) and posted online at <a href="http://www.effinghamcounty.org">www.effinghamcounty.org</a> | 5.00pm (local time)<br>Tuesday 05-09-17    |
| Deadline for submission of Proposals   | 10.00am (local time)<br>Wednesday 06-21-17 |
| Proposal & Contract go before the Board of Commissioners for approval  | 5.00pm (local time)<br>Tuesday 07-18-17    |
| Results posted online at <a href="http://www.effinghamcounty.org">www.effinghamcounty.org</a>  | 5.00pm (local time)<br>Wednesday 07-19-17  |
| Contract start date  | November 1, 2017                           |

**SECTION II  
GENERAL CONDITIONS**

**2.1 SPECIFICATIONS:**

Any obvious error or omission in the specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same to the County.

**2.2 GEORGIA OPEN RECORDS ACT:**

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et.Seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

**2.3 GEORGIA TRADE SECRET ACT OF 1990:**

In the event that a Vendor submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

**2.4 OFFERS TO BE FIRM:**

The Vendor warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

**2.5 COMPLETENESS:**

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.9. If Vendor has engaged any firm to

work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

**2.6 MULTIPLE PROPOSALS:**

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference if one is scheduled, or submitted in writing at least five (5) days preceding the date for submission of proposals.

**2.7 PATENT IDEMNITY:**

Except as otherwise provided, the successful Vendor agrees to indemnify Effingham County and its officers, agents and employees against liability.

**2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):**

A responsible Vendor is defined as one who meets all requirements of the RFP. Effingham County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

**2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

**2.10 AWARD OF CONTRACT:**

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Effingham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**

**2.11 TERM OF THE CONTRACT:**

The initial term of the contract will be for one (1) year with the option to automatically renew for four (4) additional one (1) year terms.

- A. Unless otherwise directed by the Effingham County Board of Commissioners.
- B. Unless budgeted funds are not appropriated for said term.

**2.12 INSURANCE PROVISIONS:**

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

- A. General Information that shall appear on a Certificate of Insurance:
  - a. Name of Producer (contractor's insurance Broker/Agent).

- b. Companies affording coverage (there may be several).
- c. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- d. A Summary of all current insurance for the insured (includes effective dates of coverage).
- e. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- f. Certificate Holder (**This is to always include Effingham County**).

**2.13 LIMITS OF INSURANCE:**

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury, including death and property damage each occurrence and \$2,000,000 Property Damage, in the aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.
- D. **Umbrella Policy:** \$10,000,000

**2.14 SPECIAL REQUIREMENTS:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.



**2.15 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:**

**Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

*Minimum Limits:* \$1,000,000 per claim/occurrence.

*Coverage Requirement:* If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**Builder’s Risk:** (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.

*Minimum Limits:* All-risk coverage equal 100% of contract value.

*Coverage requirements:* Occupancy clause – permits Effingham County Board of Commissioners to use the facility prior to issuance of Notice of Substantial Completion.

**2.16 INDEMNIFICATION:**

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

**2.17 INTERPRETING SPECIFICATION:**

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions if the RFP will be made in writing by the County prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

**2.18 SIGNED RESPONSE CONSIDERED AN OFFER:**

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

**2.19 PAYMENT TO CONTRACTORS:**

The contractor will submit an invoice monthly.

- A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.
- B. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for

products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

**2.20 VENDOR DEFAULT:**

In case of Vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

**INTENTIONALLY LEFT BLANK**

RFP No. 17-001 – Solid Waste Collection and Recycling Services

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this request for proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

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

SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO.

**SECTION III  
REQUEST FOR PROPOSAL**

**3.1 BACKGROUND.**

Effingham County is a rapidly growing suburban/rural county located in southeast Georgia. It is situated on the Savannah River just north of Chatham County and Metropolitan Savannah. It occupies a land area of approximately 482 square miles.

The most recent census shows an estimated population of 57,106 in 2015 (U.S. Census Bureau). The highest concentration of residents are located in the southern portions of the county.

There are 20,955 housing units (U.S. Census Bureau, 2015.), and 374 miles of paved road, 113 miles of dirt road and 153 miles of road with mixed surfaces,

Below is a table of the number of monthly units for the past three years.

| <b>INVOICE DATE</b> | <b>RESIDENTIAL UNITS</b> | <b>RECYCLING UNITS</b> | <b>ADDITIONAL CAN(S)</b> |
|---------------------|--------------------------|------------------------|--------------------------|
| <b>2013:</b>        |                          |                        |                          |
| 1/31/2013           | 15289                    | 15289                  | 767                      |
| 2/28/2013           | 15298                    | 15298                  | 767                      |
| 3/31/2013           | 15304                    | 15304                  | 767                      |
| 4/30/2013           | 15316                    | 15316                  | 767                      |
| 5/31/2013           | 15329                    | 15329                  | 768                      |
| 6/30/2013           | 15347                    | 15347                  | 772                      |
| 7/31/2013           | 15367                    | 15367                  | 772                      |
| 8/31/2013           | 15386                    | 15386                  | 773                      |
| 9/30/2013           | 15409                    | 15409                  | 774                      |
| 10/31/2013          | 15433                    | 15433                  | 775                      |
| 11/30/2013          | 15448                    | 15448                  | 775                      |
| 12/31/2013          | 15460                    | 15460                  | 775                      |
|                     |                          |                        |                          |
| <b>INVOICE DATE</b> | <b>RESIDENTIAL UNITS</b> | <b>RECYCLING UNITS</b> | <b>ADDITIONAL CAN(S)</b> |
| <b>2014:</b>        |                          |                        |                          |
| 1/31/2014           | 15473                    | 15473                  | 775                      |
| 2/28/2014           | 15489                    | 15489                  | 767                      |
| 3/31/2014           | 15519                    | 15519                  | 767                      |
| 4/30/2014           | 15544                    | 15544                  | 773                      |
| 5/31/2014           | 15574                    | 15574                  | 776                      |
| 6/30/2014           | 15586                    | 15586                  | 776                      |

RFP No. 17-001 – Solid Waste Collection and Recycling Services

|                     |                          |                        |                          |
|---------------------|--------------------------|------------------------|--------------------------|
| 7/31/2014           | 15613                    | 15613                  | 777                      |
| 8/31/2014           | 15623                    | 15623                  | 779                      |
| 9/30/2014           | 15647                    | 15647                  | 780                      |
| 10/31/2014          | 15676                    | 15676                  | 781                      |
| 11/30/2014          | 15712                    | 15712                  | 784                      |
| 12/31/2014          | 15741                    | 15741                  | 786                      |
|                     |                          |                        |                          |
| <b>INVOICE DATE</b> | <b>RESIDENTIAL UNITS</b> | <b>RECYCLING UNITS</b> | <b>ADDITIONAL CAN(S)</b> |
| <b>2015:</b>        |                          |                        |                          |
| 1/31/2015           | 15758                    | 15758                  | 788                      |
| 2/28/2015           | 15776                    | 15776                  | 788                      |
| 3/31/2015           | 15795                    | 15795                  | 789                      |
| 4/30/2015           | 15831                    | 15831                  | 790                      |
| 5/31/2015           | 15864                    | 15864                  | 791                      |
| 6/30/2015           | 15895                    | 15895                  | 791                      |
| 7/31/2015           | 15967                    | 15967                  | 794                      |
| 8/31/2015           | 15967                    | 15967                  | 794                      |
| 9/30/2015           | 15991                    | 15991                  | 796                      |
| 10/31/2015          | 16018                    | 16018                  | 796                      |
| 11/30/2015          | 16018                    | 16034                  | 797                      |
| 12/31/2015          | 16018                    | 16057                  | 797                      |

**3.2 DESCRIPTION AND OBJECTIVES**

Effingham County is seeking proposals from qualified solid waste service contractors interested in providing residential solid waste collection and recycling services.

**3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:**

All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration.

**3.3 FEE PROPOSAL:**

**a. Best Value**

The Fee Proposal is important; however, it will not be the only determining factor in the selection process. It is not the intent of the County 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.

**b. Proposal Evaluation Factors**

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

waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the County's opinion, such rejection is in the best interests of the County.

**c. Evaluation Method**

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

- 10% Have at least three (3) years experience in Municipal Solid Waste contracts of equal or similar size.
- 5% Service Provider's proven ability to provide innovative, cost-effective service
- 15% Service Provider's proven track record of responsiveness to time limitations and deadlines.
- 25% Service Provider's proven track record of quality of performance. Service Provider's capacity to perform.
- 35% Service Provider's cost proposal.
- 10% Local Business

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

**d. Oral Presentations**

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

**e. Negotiations**

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

**f. Fee Proposal Form**

Contractor to provide completed Pricing Proposal Forms:  
Attachment A - Trucks no more than 5 years old  
Attachment A - Trucks no more than 3 years old

**3.4 PROPOSAL DEADLINE:**

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **10.00am (local time) Wednesday June 21 2017**. Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

**3.5 WITHDRAWAL OF PROPOSAL:**

Your proposal may be withdrawn by written REQUEST received by the County before the time fixed for receipt of proposals.

**3.6 CONFIDENTIALITY OF DOCUMENTS:**

Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Respondent names who submit proposals on this RFP and total prices will be read aloud publicly, but the details and particulars of the proposal documents will remain confidential until final award of the contract.

**3.7 FORMAT OF RESPONSES:**

To be considered, Vendors must submit a complete response to the request for proposals. Proposals shall be typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; proposals should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

- A. Letter of Interest
- B. Business/Firm Profile
- C. Experience and Capability
- D. Current Audited or Compilation Financial Statements
- E. Customer Service
- F. Appendices

Each proposal must be submitted in one (1) original and six (6) copies bound to:

Effingham County Purchasing Department  
Fiona Charleton, Purchasing Agent  
601 N Laurel Street  
Springfield, GA 31329

**3.8 COST TO PREPARE RESPONSES:**

The County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

**3.9 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH VENDOR:**

The following criteria will be used, as a minimum, to determine the responsibility of each Vendor:

- A. Does the Vendor demonstrate an understanding of the County's needs and proposed approach to the project, and possess the ability, capacity, skill, and financial resources to provide the service?
- B. Can the Vendor take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?
- C. Has the Vendor performed satisfactorily in previous contracts of similar size and scope; and does the vendor have at least three (3) years experience in Municipal Solid Waste contracts of equal or similar size.
- D. Does the Vendor propose to perform the work at a fair and reasonable cost?
- E. Has the Vendor declared bankruptcy within the past 10 years under its current names or any prior names?

**SECTION IV  
SPECIAL CONDITIONS**

**4.1 PROPOSAL FORMAT AND CONTENT:**

Proposals are to be submitted in 8½" x 11" size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, (can be printed double excluding the RFP and appendices, if any. Vendors should use the following outline in organizing the contents of their proposals.

- 4.1.1 ***Letter of Interest:*** The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor's ability to meet the requirements of the RFP.
- 4.1.2 ***Business Profile:*** State the full name, address, and telephone number of your organization and include the name, title, address, and telephone number of the person(s) who will be assigned to

perform the service of the proposal. Indicate whether you operate as a sole proprietorship, individual, partnership, or corporation and the State in which your firm is incorporated or licensed to operate.

4.1.3 ***Experience and Capability:*** Effingham County reserves the right to verify the information furnished:

- A. Contractor to show at least three (3) years experience in Municipal Solid Waste contracts of equal or similar size. For each similar and completed project of this type, give the following information:
  - The Name and Location of Facility
  - A Brief Description of the Services Provided
  - The Name of the Client Contact and his/her phone number
  - Date that services were provided and completed
- B. Contractor to detail proven ability to provide innovative, cost-effective service.
- C. Contractor to detail a proven track record of responsiveness to time limitations and deadlines
- D. Contractor to detail a proven track record of quality of performance. Service Provider's capacity to perform.
- E. State if your firm has operated under a different name within the past 10 years and provide the name that your firm previously operated under.
- F. Provide complete details of any contract, during the last five (5) years, in which your firm has been fired.

4.1.4 ***Financial Statements:*** Current audited or compilation financial statements, or two (most recent) years of reviewed financial statements from a Certified Public Accounting firm.

4.1.5 ***Customer Service:*** Describe the following items in your Proposal:

1. Describe your customer service philosophy and describe how it is communicated and reinforced throughout the organization.
2. Describe your approach to total quality management, and how your current customers benefit from your service improvements.
3. Describe your complaint resolution procedures.
4. Describe the nature of service improvement and increase in customer satisfaction that you have been able to achieve in environments comparable to the County 's in size and complexity.
5. Describe the methodology you use to handle a client's unhappy customer. How do you regain that customer's confidence and retain their loyalty?
6. Show a company organizational chart with contacts from account manager to CEO.
7. Indicate the location of the company's headquarters and a direct contact name and number of the liason dedicated to the County.

4.1.6 ***Appendices:*** Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief. Contractor to include:

- Drug/alcohol free workplace policy that applies to all applicable employees. This policy should include provisions for reasonable suspicion, pre-employment, and post-accident drug/alcohol testing.
- Unpermitted Waste protocol.

**4.2 STATEMENT OF DISCLOSURE:**

All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.



**Interests of Public Officials.**

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

**4.3 CONTRACT:**

The successful contractor will be expected to provide an executed contract for approval by the Board. Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

**4.4 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:**

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service.

**4.5 CHANGES:**

In the event a contract is awarded, the County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor’s cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

**4.6 TERMINATION OF CONTRACT:**

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations

hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.

## **SECTION V SPECIFICATIONS**

### **5.1 OVERVIEW OF CURRENT OPERATIONS**

With the exception of some multi-family complexes and mobile home parks, residential garbage collection is mandatory.

Refuse is collected on the same day every week and recycling on the same day every other week.

Recycling provided on a bi-weekly basis.

County has curbside collection service (residential and commercial) for refuse and recycling, as well as back door services for handicapped, elderly and disabled individuals.

Current recycling pickup is single stream.

Both garbage and recycle collection containers are and will remain the property of the Contractor.

County currently pays the Contractor on a monthly basis for the residential garbage collection and recycling.

Five times a year the County helps with community cleanup or recycling projects, including litter pickups, of which the Contractor participates.

The County operates a convenience center for citizens to dispose of large bulky items. The convenience center accepts non-refuse and non-hazardous materials as well as scrap tires. The materials collected, other than scrap tires, are disposed of in an approved landfill or recycling center. The scrap tires are removed by a company licensed to dispose of scrap tires. The facility has a ramp to aid in the placement of trash into containers, a scale to weigh the material entering the facility and a scale house to house the person running the facility.

### **5.2 REFERENCE MAPS**

Vendors can click on the link provided below and review GIS maps for all serviced areas of the County. This is only a reference for the Bidders to utilize as needed. There is no guarantee by the County regarding the accuracy of this data

<http://www.effinghamcounty.org/DepartmentsGP/GIS/CountyMaps.aspx>

### **5.3 SERVICE FEES**

The County will, on a monthly basis, adjust the total number of units. The County will only pay for the number of units that are using the solid waste and recyclable services. Contractor shall be responsible for total unit count.

**a. Contractor's compensation (service fees).** The County shall pay Contractor the aggregate monthly service fee based on proposed fees, which will be scheduled in the Contract.

**b. Changes in Fee.**

The County agrees to a 2.5% annual price increase on all rates on the anniversary of the contract. The County will not accept any other CPI clauses and fuel surcharges.

**c. Additional Services billing and rate collection.** The Contractor shall take customer's orders for special service (requests by individual residents for roll-out/up-the-drive service); bill them, and collect payment.

**d. Convenience Center.** The Contractor shall operate the County's Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312. The Convenience Center is open Wednesday to Saturday from 8.00am to 5.30pm. The fee required to operate the facility will be listed on Attachment A.

#### **5.4 SERVICE DAYS AND HOURS**

##### **a. Regular Schedule.**

Contractor shall provide collection on service days between the hours of 7 a.m. and 7 p.m. Prior to commencement of services the Contractor will, at its own expense, notify each residential premises individually of the scheduled collection days or any changes thereto for the duration of the contract resulting from this RFP.

##### **b. Holiday Schedule.**

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

*New Year's Day*

*Memorial Day*

*Independence Day*

*Labor Day*

*Thanksgiving Day*

*Christmas Day*

##### **c. Changed Schedule.**

Contractor may not change a regularly scheduled collection day without County approval. If approved, the Contractor shall notify each customer of any change in that customer's regularly scheduled collection day (except for Holiday schedule) or days in writing by first class mail at least 2 weeks prior to the change. Exceptions may apply with severe and/or extreme weather events that prevent the Contractor from performing services. If collection is suspended, Contractor will perform collection on the next regular collection day. The Contractor will not be allowed Sunday collection except in emergency situations approved by the County.

#### **5.5 COLLECTION SERVICE EXCEPTIONS**

Contractor is not obligated to collect solid waste in the event of any service exception, but must complete and leave a non-collection notice securely attached to a receptacle at or near the set-out site.

- a. Exceptions include solid waste that is not properly placed in receptacle, unpermitted waste (such as hazardous waste), or contamination of recyclable waste not in compliance with collection services and applicable State laws.
- b. In its next monthly report, Contractor shall inform the County of each customer to which Contractor gave a non-collection notice.

#### **5.6 ROUTING**

##### **5.6.1. Route maps and sheets**

##### **a. Prior to Contract Service Commencement Date**

No later than 45 (forty-five) days prior to a Contract service commencement date, Contractor shall provide the County with route maps (hard copy and GIS files) and sheets for each collection route, including the following information:

- Beginning and ending points for each route, with route marked on a map;
- Aggregate number of customers on each route, type and capacity of collection vehicle, assigned number of workers for each route, and worker's shift hours;
- Date and approximate time (morning or afternoon) of pickups; addresses of each customer's premise.
- The VIN, tag and unit number of the vehicle assigned to each route.

The County may provide written comments on proposed route maps and sheets to Contractor no later than 10 (ten) business days thereafter. Within 10 (ten) business days after receipt of any comment from the County, Contractor shall promptly revise the maps, schedules, and route sheets to reflect the comments and return them to the County for corroboration and approval.

**b. Route changes with County Consent**

- Contractor shall submit to the County, in writing, any proposed change in collection route maps not less than 60 (sixty) days prior to Contractor's proposed date of the change.
- Upon County comments and mutual agreement, Contractor shall implement changes following 10 (ten) business days notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 (six) days.

**5.6.2 Route Audits**

The County may conduct audits of Contractor's collection routes. Contractor shall cooperate with the County on route audits, including permitting County employees or other persons designated by the County to follow the collection vehicles during the audit. Contractor will have no responsibility or liability for the salary, wages, benefits, or worker's compensation claims of any person designated by the County to conduct audits.

**5.7 ACCESS**

Contractor shall provide collection services to all residential premises located on publicly owned roadways and privately owned roadways where the owner(s) grants written permission. Such roadways shall be accessible to waste collection vehicles. Privately owned roadways where the owner grants permission for collection of solid waste shall be maintained by the owner.

**5.8 INACCESSIBLE PREMISES**

Contractor and the occupant of a residential premises not conveniently accessible to a public or private right of way or not having suitable location at roadside for placement of carts or other residential solid waste shall agree on the manner and location for the collection of residential solid waste from such residential premises. Such agreement, for example may require that Contractor collect residential solid waste in bags placed at a convenient location within 25 feet of roadside.

**5.9 COLLECTION EQUIPMENT**

**a.** Each collection vehicle must meet industry standards, licensure and approval by the County. In addition, Contractor shall comply with applicable U.S. Environmental Protection Agency standards and Georgia Department of Transportation regulations. At no time during the term of a contract resulting from this RFP or during any extension of said contract will the Contractor include any vehicles/equipment in the fleet being provided for Effingham County that is more than five (5) years old. Contractor will provide a complete list of their fleet (or anticipated fleet) with their proposal – see Attachment I (use additional pages if necessary).

**b.** Contractor will provide an alternate fee proposal price for providing vehicles that are not more than 3 years old.

**c.** Contractor will be required to use only GPS equipped trucks. Contractor will allow County real time access to the GPS system together with the ability to run reports as and when needed.

**d.** Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles are to have litter control devices. 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 left standing on streets, and alleys unattended, except as made necessary by loading operations. Contractor will promptly repair any damage or injury to any County property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the County property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

e. No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for collection will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the contractor to immediately pick up scattered matter.

f. Drivers of vehicles which break hydraulic hoses and leak on County 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 within two (2) hours to the designated Effingham County representative. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the designated Effingham County representative who will be responsible for approving in writing that the clean-up is satisfactory and has been accepted. Failure to clean up the spill/leak and notify the county within twenty-four (24) hours will result in a \$250 fine (liquidated damages) per occurrence which will be deducted from the Contractors monthly invoice.

g. The County or its designated representative shall have the right to inspect collection vehicles at least once annually and request any issues be addressed by Contractor.

#### **5.10 RECEPTACLE SPECIFICATIONS**

Contractor must provide one (1) new 90+ gallon wheeled receptacle for solid waste collection and one (1) new 90+ gallon wheeled receptacle for recycling collection to eligible commercial premises that subscribes to the County for such service. To be eligible for Contractor's service, a commercial premise shall not generate more than an average of one hundred (100) pounds of commercial solid waste per week, and all commercial solid waste must be suitable to be stored in a cart.

Contractor must provide one (1) new 90+ gallon or more wheeled receptacle for solid waste collection and one (1) new 90+ gallon wheeled receptacle for recycling collection to every residential premises suitable for occupancy in the unincorporated area of the County.

The receptacles must be made from high density plastics containing post-consumer recycled content and be recyclable with recessed wheels and hinged covers. Receptacles must contain prescribed labeling, including any hazardous waste disposal prohibitions. The receptacles shall be from a major U.S. manufacturer, designed for both U.S. industry standard, semi- and fully-automated collection equipment, and carry a 10-year warranty. Occupants of residential premises may request one (1) or more additional receptacles.

Contractor will maintain an inventory at all times of at least 10 (ten) 90+ gallon or more wheeled receptacles for solid waste and at least 10 (ten) 90+ gallon wheeled receptacles for recycling waste at the convenience center for exchange or for new customer pick up.

**a. Repair or Replacement of lost or damaged Receptacle(s).**

Following a customer's written request for repair of a damaged receptacle, Contractor shall repair the damaged receptacle or exchange it for an operative receptacle, remove and/or deliver a replacement receptacle, or repair a damaged receptacle, to that customer's set-out site on that customer's next regularly scheduled collection day without charge unless there is proven customer negligence. Contractor may charge a fee for willful removal or damage to a container, however, such charge shall not exceed the actual cost to the Contractor for the replacement. Failure by contractor to repair or replace a receptacle within 48 hours of notification of disrepair will result in a \$100.00 fine per occurrence.

**b. New Households**

If the Contractor fails to deliver new curbside carts in a timely manner for new customers, the County will assess performance failure deductions in the amount of \$100.00 per occurrence. Timely shall mean that the carts are to be delivered not later than five (5) business days from the time the County places the order with the Contractor.

**c. Contractor Removal of Refuse Receptacles**

Upon expiration or termination of this collection contract, Contractor shall remove refuse receptacles at the following times: after replacement receptacles are provided to the customer's premises, or at the time directed by the County.

**5.11 SPECIAL RECEPTABLE ROLL OUT SERVICE**

At customer request, Contractor shall provide roll-out or side door/back door service for refuse and recycling receptacles. In no event will side door or back door service be provided at a distance of more than 150 feet from the public roadway.

**a. Without surcharge.** Contractor shall provide roll-out service without surcharge to the following individuals:

- Elderly or medically certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the roll out service has been determined to be a medical necessity by a licensed physician and approved by the County.
- Residential customers who may not meet the criteria in preceding item, but who demonstrate to the County similar physical hardship.

**b. With surcharge.** Contractor shall provide roll-out or backdoor service to any customer who does not meet the preceding listed criteria for the customer special service surcharge listed on the Contractor service fee schedule.

**5.12 MISSED COLLECTIONS AND COMPLAINT HANDLING**

Contractor shall furnish each residential premise with instructions for contacting Contractor by telephone over a local line for information or service complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.

For phone or in person complaints received and facilitated by county staff regarding any article that is included in the scope of this RFP and the resulting contract, the County shall deduct \$5.00 for each instance over the amount of 10 per month.

Should the Contractor fail to perform in accordance with the provisions of the Agreement resulting from this proposal, the County shall deduct damages as listed below from the regular scheduled payment to the Contractor:

**The following \$100.00 fines (liquidated damages) for poor service will be included in the contract:**

- Failure to pick up curbside dry trash on designated pickup dates within 24 hours of written notice by the customer or the designated county staff.
- Failure to rake up debris from curbside yard waste piles within 48 hours of written notice by customer or the designated county staff.
- Failure to pick up curbside garbage and recycling on designated pickup dates within 48 hours of notice by the customer or the designated county staff.
- Failure to replace or repair a damage cart within 48 hours of written notice by the customer or designated county staff.
- Failure to replace a stolen cart within 48 hours of written notice by the customer or designated county staff.
- Failure to deliver new curbside carts to new customers within 5 business days of written notice by the customer or designated County staff.
- Failure to clean up hazardous waste such as hydraulic fluids within 24 hours of written notice by the customer or designated county staff.
- Failure to completely empty garbage and recycling cart within 48 hours of written notice by the customer or designated county staff.
- Failure to place garbage or recycling cart 2 feet off of the paved road after emptying the cart written notice by the customer or designated county staff.

For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the County, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the designated Effingham County representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the designated Effingham County representative prior to the award of the contract. The County's goal is the resolution of 98% of all complaints within 24 (twenty-four) hours of the complaint.

**5.13 INADVERTENT COLLECTION AND DELIVERY OF UNPERMITTED WASTE**

If Contractor inadvertently collects and/or delivers unpermitted waste to a solid waste management facility and Contractor cannot identify or fails to remove it, Contractor shall arrange for its proper handling and disposal as required by Applicable Law and cooperate with the solid waste management facility owners or operators with respect to proper handling and disposal. Contractor releases County from obligation or liability to Contractor for those costs of disposal. Promptly upon County request, Contractor shall reimburse County for County's reimbursement costs of handling unpermitted waste if Contractor does not do so. The Contractor shall have an Unpermitted Waste protocol in place.

**5.14 COLLECTION PERSONNEL**

Contractor will provide an adequate number of qualified personnel properly trained to conduct the tasks required by this Scope of Work and identified in a Contract between County and Bidder and as may be required to satisfy the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The Contractor also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards. Contractor may be required to submit a list of all personnel who will be utilized in fulfilling the requirements of this Scope of Work, and evidence of their qualifications. The County shall retain the right to reject personnel if they do not meet County qualifications.

Collection personnel will:

- Perform in a safe, proper and effective manner, abiding by all applicable regulations.
- Wear a uniform bearing the company's name/logo and maintain a neat and professional appearance.

- NOT accept gratuities for any reason whatsoever from residents, tenants or other persons.

For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe, exercise and require their employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and undue interference with the movement of the public or the County.

The Contractor must have in place a drug/alcohol free workplace policy that applies to all applicable employees. This policy should include provisions for reasonable suspicion, pre-employment, and post-accident drug/alcohol testing. Please submit a copy of the policy with your proposal

**5.15 ADMINISTRATION PERSONNEL**

Contractor will assign a qualified person or persons to work full time on-site at the County Administrative offices to deal with any and all administrative work as described (but not limited to) in the scope of work in this RFP and any contract, change order etc. Full time being defined as Monday to Friday 8.30am to 5.00pm with one half hour break for lunch. Said staff member will observe all County Holidays.

The person assigned to this position cannot be changed by the Contractor without notice to the County's representative. The County can request staff reassignment with notice to the Contractor.

During the weekends, holidays, and after hours, the Contractor must make available a local message service to record citizen complaints. The contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

**5.16 MEETINGS**

Contractor will meet once a month with the County's designated representative(s) in the Effingham County Board of Commissioners Administration Building located at 601 N.Laurel Street, Springfield, GA 31329.

**5.17 CONVENIENCE CENTER**

Contractor agrees to operate the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312, from Wednesday to Saturday 8.00am until 5.30pm.

Contractor agrees to operate Toledo Scales ("scales") and direct loads of solid waste at the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312.

Contractor will assign qualified personnel to manage and operate the scales and to direct loads of solid waste at the Convenience Center.

Contractor agrees that all employees will be required to wear safety shoes and hearing/eye protection pursuant to Contractors policy.

Contractor will provide operation and safety training for the personnel who will operate the scales and will provide any additional personal protective equipment when deemed necessary by the Contractor, in its reasonable discretion.

Contractor will provide at least two (2) forty (40) yard containers for garbage; at least two (2) forty (40) yard containers for yard waste; at least two (2) forty (40) yard containers for bulk materials and two self-contained recycling compactors.

Contractor will receive Yard Trimmings, as defined by O.C.G.A. §12-8-22(42). The Yard Trimmings shall be disposed of in a beneficial manner in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management, Chapter 391-3-4, as



amended. The Contractor shall cease accepting Yard Trimmings should Effingham County apply for, and receive, a solid waste handling permit.

Contractor will be responsible to use roll off trucks to transfer waste from the Convenience Center to disposal site and shall be responsible for all roll off containers at the Convenience Center. Contractor shall also be responsible for all collection boxes, equipment and containers at the Convenience Center.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended.

The County shall be responsible for permitting the site, site mowing and maintenance of the Convenience Center structures.

Contractor shall comply will all applicable laws in performing their services at the Convenience Center.

Title to and liability for all waste delivered to the Convenience Center shall at no time pass to the Contractor. Contractor shall have no obligation to handle waste materials delivered to the Convenience Center.

## **SECTION VI SCOPE OF SERVICES**

### **6.1 GENERAL**

The Board of Commissioners, Effingham County, Georgia is interested in seeking bids from interested qualified professionals to provide a variety of Solid Waste and Recycling Services in the un-incorporated areas of Effingham County.

### **6.2 COMMERCIAL SERVICE**

Collection service to commercial premises shall not include collection of yard trash or bulky waste. All commercial waste must be suitable to be stored in a cart.

### **6.3 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. Before disposal, all garbage collected from waste generators in Effingham County will be weighed and recorded. The Contractor will provide the County with a monthly tonnage report that is to be delivered to the designated Effingham County representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for County inspection.

The Contractor will provide all households with one (1) new, industry standard, 90+ gallon or more lidded, wheeled container. The container will be at no cost to the County or customer. All equipment will bear the name of the contractor. All garbage collection equipment will be maintained in good repair and appearance. Failure to deliver the cart within five (5) business days of executed Notice to Proceed date will result in a penalty of one hundred dollars (\$100.00) per household.

The Contractor will be required to pick up, on a weekly basis, all garbage, provided it is placed in an approved collection container and set out for collection. 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 County's solid waste plan and recycling program.

The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the County and Subscribers, in writing, ten (10) business days in advance of the effective date.

#### **6.4 COLLECTION OF RECYCLABLES**

The contractor must provide for a single stream collection of recyclables.

The Contractor shall collect, but not limit collection to, the following recyclable materials:

- Plastic containers coded 1-5
- Tin cans
- Aluminum
- Paper products: newspapers, junk mail, magazines, etc.
- Cardboard
- Glass

Recyclable materials will be collected curbside on a bi-weekly basis. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, 90+ gallon, a different color than the garbage container, and labeled as a recycling container. All recyclable materials collected by the Contractor will be the property of the Contractor and the Contractor is responsible for its removal and disposal.

Before processing the materials collected within Effingham County, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the County with a monthly tonnage report. The report shall be given to the County's Designated Representative within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five years, copies of weight tickets which are to be made available for County inspection.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

The Contractor is prohibited from collecting recyclables from a household and mixing them with garbage unless the County grants prior written approval. The County reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable material.

The Contractor will not collect the recycling cart if non-recyclable materials have been placed inside the cart provided. In the event that non-recyclable materials are placed in the cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Effingham County recycling program and how to prepare those materials.

The Contractor may remove the recycling container if the customer continues to place non-recyclable materials in the recycling container after receiving instructional materials about the recyclable materials that are acceptable.

The bid will also include a service option for centralized or individualized recycling lidded containers to service multifamily complexes.

**6.5 YARD WASTE**

The County would like to offer yard waste collection as an option for residents. The guidelines for yard waste collection will be as follows:

- a. The company will be required to pick up all yard waste from each residential unit at the same schedule as collecting refuse.
- b. All yard waste shall be placed next to the cart no more than 24 hours prior to scheduled pick up day. Yard waste whether bagged or bundled shall not be placed in such a manner as to block the roadway or pedestrian sidewalk.
- c. The company shall collect all yard waste such as tree limbs not larger than four (4) inches in diameter and no longer than four (4) feet, and stacked in piles not to exceed four (4) feet in height and four (4) feet in width. Tree trunks larger than four (4) inches in diameter will not be collected.
- d. It is the company's responsibility to properly dispose of all yard waste collection bags at no additional cost to the County. Each bag or bundle placed out for collection may weigh no more than fifty (50) pounds.
- e. No more than ten (10) bags or ten (10) bundles of yard waste shall be put out for regular pick up per week.
- f. In the event that yard waste set-out at a residential unit in the contract area that does not meet the specifications above, the service provider shall leave a clearly explanatory printed or written notice for the customer, and notify the County within eight (8) working hours.

**6.6 NEIGHBORHOOD CLEANUP PROJECTS**

The County sponsors community cleanups and recycling events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for six (6) community cleanup events annually – one in each of the five (5) county districts and one in the designated MS4 area. Schedules and sites are to be determined by the event.

For each community clean-up event, the Contractor will deliver at least two (2) thirty (30) yard roll off containers to a pre-designated site on the Friday before the weekend cleanup and will collect the containers the following Monday. Contractor will monitor the containers during the weekend cleanup event and will swap out containers as needed.

**6.7 COUNTY FACILITIES WASTE AND RECYCLABLES COLLECTION**

Beginning on the service commencement date, Contractor shall collect all waste and recyclables placed inside receptacles at sites located at County buildings or facilities in both the un-incorporated areas and the incorporated municipalities as scheduled through mutual agreement, with no charge to the County. Contractor shall provide the County with receptacles in sufficient number and capacity to contain such waste and recyclables.

Within the first year of the Contract term, Contractor shall conduct a receptacle audit to assess whether the receptacles are sufficient in capacity to hold the volume of material being discarded. Contractor shall communicate findings of the audit to the designated County representative, and propose appropriately sized receptacles as necessary.

The Contractor will provide for the collection of waste and recyclables at the facilities designated. Contractor provided containers are to be clearly labeled to receive waste and recyclables. Frequency of service shall be, as needed, but not less than bi-weekly.

**Location of County Sites is as follows:**

| DEPARTMENT NAME                   | DEPARTMENT ADDRESS  | SIZE OF WASTE RECEPTACLE            |
|-----------------------------------|---|-------------------------------------|
| Goshen Apartments                 | Goshen & Hwy 21, Rincon, GA 31326                           | 8 yd front load x 1                 |
| Ball Field                        | Honeyridge Road, Springfield, GA 31329                      | 8 yd front load x 1                 |
| Annex                             | 768 GA Hwy 119 S, Springfield, GA 31329                     | 8 yd front load x 2                 |
| Prison                            | 321 GA Hwy 119 S, Springfield, GA 31329                     | 8 yd front load x 7                 |
| Prison (Animal Shelter)           | 321 GA Hwy 119 S, Springfield, GA 31329                     | 30 yd rolloff x 2 (on call service) |
| Jail                              | 130 1 <sup>st</sup> Street Extension, Springfield, GA 31329 | 8 yd front load x 2                 |
| New Courthouse (Judicial Complex) | 700 North Pine Street, Springfield, GA 31329                | 8 yd front load x 1                 |
| Historic Courthouse               | 901 North Pine Street, Springfield, GA 31329                | 10 yd front load x 1                |
| Convenience Center                | 2750 Courthouse Road, Guyton, GA 31312                      | 8 yd front load x 1                 |
| Waste Water Treatment Plant       | 805 Low Ground Road, Guyton, GA 31312                       | 2 yd front load x 1                 |
| Sandhill Athletic Park            | 199 Stagecoach Avenue, Guyton, GA 31312                     | 8 yd front load x 1                 |

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**PLACE THIS FORM ON TOP OF PROPOSAL**

**ATTACHMENT A**

**FEE PROPOSAL FORM – Trucks no more than 5 years old (page 1 of 5)**

| <b>These fees will be the basis for determining lowest responsive and responsible bidder.</b> |   |          |  |  |                                    |
|---|---|----------|--|--|------------------------------------|
| Weekly Collection and Disposal of Solid Waste   | Per Unit Cost – One (1) Solid Waste Bin | Multiply | Current Year Estimated Solid Waste Units | Annual Cost multiplied by Current Year Estimated Units | <b>Total Bid</b>                   |
| BASE YEAR   | \$                                      | X        | 195750                                   | \$   | \$                                 |
| Option Year 1   | \$                                      |          |  | \$   | Average Total Cost – Years 1-4 (2) |
| Option Year 2   | \$                                      |          |  | \$   |                                    |
| Option Year 3   | \$                                      |          |  | \$   |                                    |
| Option Year 4   | \$                                      |          |  | \$   |                                    |

| <b>These fees will be the basis for determining lowest responsive and responsible bidder.</b> |  |          |   |  |                                    |
|---|--|----------|---|--|------------------------------------|
| Bi-Weekly Collection and Disposal of Recyclables  | Per Unit Cost – One (1) Recyclable Bin | Multiply | Current Year Estimated Recyclable Units | Annual Cost multiplied by Current Year Estimated Units | <b>Total Bid</b>                   |
| BASE YEAR   | \$                                     | X        | 195750                                  | \$   | \$                                 |
| Option Year 1   | \$                                     |          |   | \$   | Average Total Cost – Years 1-4 (2) |
| Option Year 2   | \$                                     |          |   | \$   |                                    |
| Option Year 3   | \$                                     |          |   | \$   |                                    |
| Option Year 4   | \$                                     |          |   | \$   |                                    |

|  |     |
|--|-----|
| <b>1) Aggregate Annual Solid Waste and Recycling Base Year Cost</b>                          | \$  |
| <b>2) Average Aggregate Annual Solid Waste and Recycling Option renewal Cost Years 1 – 4</b> | \$  |
| <b>*Total Aggregate Costs (Base Year and Option Renewal Years)</b>                           | *\$ |

**\*This fee is the basis for determining the lowest responsive responsible bidder**

**ATTACHMENT A**

**FEE PROPOSAL FORM - Trucks no more than 5 years old (page 2 of 5)**

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Front Load Receptacle – (each) - Rental Fee   | 10yd                    |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 10yd                    |                      |                      |                      |                      |                      |
| Haul Fee  | 10yd                    |                      |                      |                      |                      |                      |
| <b>TOTAL PER FRONT LOAD RECEPTACLE (each)</b>   | 10yd                    |                      |                      |                      |                      |                      |

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Front Load Receptacle – (each) - Rental Fee   | 8yd                     |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 8yd                     |                      |                      |                      |                      |                      |
| Haul Fee  | 8yd                     |                      |                      |                      |                      |                      |
| <b>TOTAL PER FRONT LOAD RECEPTACLE (each)</b>   | 8yd                     |                      |                      |                      |                      |                      |

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Front Load Receptacle – (each) - Rental Fee   | 2yd                     |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 2yd                     |                      |                      |                      |                      |                      |
| Haul Fee  | 2yd                     |                      |                      |                      |                      |                      |
| <b>TOTAL PER FRONT LOAD RECEPTACLE (each)</b>   | 2yd                     |                      |                      |                      |                      |                      |

**ATTACHMENT A**

**FEE PROPOSAL FORM - Trucks no more than 5 years old (page 3 of 5)**

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Rolloff - (each) - Rental Fee   | 20yd                    |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 20yd                    |                      |                      |                      |                      |                      |
| Haul Fee  | 20yd                    |                      |                      |                      |                      |                      |
| <b>TOTAL PER ROLLOFF (each)</b>   | 20yd                    |                      |                      |                      |                      |                      |

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Rolloff - (each) - Rental Fee   | 30yd                    |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 30yd                    |                      |                      |                      |                      |                      |
| Haul Fee  | 30yd                    |                      |                      |                      |                      |                      |
| <b>TOTAL PER ROLLOFF (each)</b>   | 30yd                    |                      |                      |                      |                      |                      |

| <b>CONVENIENCE CENTER</b>   |                      |                      |                      |                      |                      |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Annual Operating Fee  |                      |                      |                      |                      |                      |

**ATTACHMENT A**

**FEE PROPOSAL FORM - Trucks no more than 5 years old (page 4 of 5)**

| <b>ADDITIONAL FEES</b>  |                              |                      |                      |                      |                      |                      |
|---|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                              |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b>      | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Special Projects  | Lump Sum                     |                      |                      |                      |                      |                      |
| Additional Solid Waste Collection Container   | Annual per unit              |                      |                      |                      |                      |                      |
| Additional Recycling Container  | Annual per unit              |                      |                      |                      |                      |                      |
| Roll-Out / Backdoor Services  | Annual Per Household Pick-up |                      |                      |                      |                      |                      |
| Deduction for not providing on-site Admin. employee(s)(section 5.15)  | Annual -Each                 |                      |                      |                      |                      |                      |
| Yard Waste Collection   | Per Household Pick-up        |                      |                      |                      |                      |                      |

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**ATTACHMENT A**

**FEE PROPOSAL FORM - Trucks no more than 5 years old (page 5 of 5)**

If Bidder offers a discount, on invoices paid within thirty (30) days of receipt\* please list here (discount offered must be at least one half of one percent and a minimum of \$5.00):

*Discount offered on invoices paid within 30 days of receipt :* \_\_\_\_\_ %

\*the percent of discount (highest discount prevails) may be used in the event of tie bids.

Proposing Company Contact Information:

|                                 |  |                       |
|---------------------------------|--|-----------------------|
| Company Name:                   |  |                       |
| Billing Address:                |  | Telephone:            |
| Service Address:                |  | Telephone:            |
| Representative Name:            |  |                       |
| Representative Contact Address: |  | Telephone:<br>E-Mail: |

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) \_\_\_\_\_  
(Signature of Authorized Representative of the Company)

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**ATTACHMENT A**

**FEE PROPOSAL FORM – Trucks no more than 3 years old (page 1 of 5)**

**These fees will be the basis for determining lowest responsive and responsible bidder.**

| Weekly Collection and Disposal of Solid Waste | Per Unit Cost – One (1) Solid Waste Bin | Multiply | Current Year Estimated Solid Waste Units | Annual Cost multiplied by Current Year Estimated Units | Total Bid |
|---|---|----------|--|--|-----------|
| BASE YEAR                                     | \$                                      | X        | 195750                                   | \$   | \$        |
| Option Year 1                                 | \$                                      |          |  | \$   |           |
| Option Year 2                                 | \$                                      |          |  | \$   |           |
| Option Year 3                                 | \$                                      |          |  | \$   |           |
| Option Year 4                                 | \$                                      |          |  | \$   |           |
|   |   |          |  |  | \$        |

Base Year Total Cost (1)

Average Total Cost – Years 1-4 (2)

**These fees will be the basis for determining lowest responsive and responsible bidder.**

| Bi-Weekly Collection and Disposal of Recyclables | Per Unit Cost – One (1) Recyclable Bin | Multiply | Current Year Estimated Recyclable Units | Annual Cost multiplied by Current Year Estimated Units | Total Bid |
|--|--|----------|---|--|-----------|
| BASE YEAR  | \$                                     | X        | 195750                                  | \$   | \$        |
| Option Year 1                                    | \$                                     |          |   | \$   |           |
| Option Year 2                                    | \$                                     |          |   | \$   |           |
| Option Year 3                                    | \$                                     |          |   | \$   |           |
| Option Year 4                                    | \$                                     |          |   | \$   |           |
|  |  |          |   |  | \$        |

Base Year Total Cost (1)

Average Total Cost – Years 1-4 (2)

|  |            |
|--|------------|
| 1) Aggregate Annual Solid Waste and Recycling Base Year Cost                             | \$         |
| 2) Average Aggregate Annual Solid Waste and Recycling Option renewal Cost<br>Years 1 – 4 | \$         |
| <b>*Total Aggregate Costs (Base Year and Option Renewal Years)</b>                       | <b>*\$</b> |

**\*This fee is the basis for determining the lowest responsive responsible bidder**

**ATTACHMENT A**

**FEE PROPOSAL FORM - Trucks no more than 3 years old (page 2 of 5)**

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Front Load Receptacle – (each) - Rental Fee   | 10yd                    |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 10yd                    |                      |                      |                      |                      |                      |
| Haul Fee  | 10yd                    |                      |                      |                      |                      |                      |
| <b>TOTAL PER FRONT LOAD RECEPTACLE (each)</b>   | 10yd                    |                      |                      |                      |                      |                      |

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Front Load Receptacle – (each) - Rental Fee   | 8yd                     |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 8yd                     |                      |                      |                      |                      |                      |
| Haul Fee  | 8yd                     |                      |                      |                      |                      |                      |
| <b>TOTAL PER FRONT LOAD RECEPTACLE (each)</b>   | 8yd                     |                      |                      |                      |                      |                      |

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Front Load Receptacle – (each) - Rental Fee   | 2yd                     |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 2yd                     |                      |                      |                      |                      |                      |
| Haul Fee  | 2yd                     |                      |                      |                      |                      |                      |
| <b>TOTAL PER FRONT LOAD RECEPTACLE (each)</b>   | 2yd                     |                      |                      |                      |                      |                      |

**ATTACHMENT A**

**FEE PROPOSAL FORM - Trucks no more than 3 years old (page 3 of 5)**

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Rolloff - (each) - Rental Fee   | 20yd                    |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 20yd                    |                      |                      |                      |                      |                      |
| Haul Fee  | 20yd                    |                      |                      |                      |                      |                      |
| <b>TOTAL PER ROLLOFF (each)</b>   | 20yd                    |                      |                      |                      |                      |                      |

| <b>COUNTY BUILDINGS</b>   |                         |                      |                      |                      |                      |                      |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                         |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b> | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Rolloff - (each) - Rental Fee   | 30yd                    |                      |                      |                      |                      |                      |
| Tonnage Tip Fee   | 30yd                    |                      |                      |                      |                      |                      |
| Haul Fee  | 30yd                    |                      |                      |                      |                      |                      |
| <b>TOTAL PER ROLLOFF (each)</b>   | 30yd                    |                      |                      |                      |                      |                      |

| <b>CONVENIENCE CENTER</b>   |                      |                      |                      |                      |                      |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Annual Operating Fee  |                      |                      |                      |                      |                      |

**ATTACHMENT A**

**FEE PROPOSAL FORM - Trucks no more than 3 years old (page 4 of 5)**

| <b>ADDITIONAL FEES</b>  |                              |                      |                      |                      |                      |                      |
|---|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| (the prices listed in this table are to be inclusive of performing all Scope of Services as described within the RFP) |                              |                      |                      |                      |                      |                      |
| <b>Service Description</b>  | <b>Unit Description</b>      | <b>Base Year Fee</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |
| Special Projects  | Lump Sum                     |                      |                      |                      |                      |                      |
| Additional Solid Waste Collection Container   | Annual per unit              |                      |                      |                      |                      |                      |
| Additional Recycling Container  | Annual per unit              |                      |                      |                      |                      |                      |
| Roll-Out / Backdoor Services  | Annual Per Household Pick-up |                      |                      |                      |                      |                      |
| Deduction for not providing on-site Admin. employee(s)(section 5.15)  | Each                         |                      |                      |                      |                      |                      |
| Yard Waste Collection   | Per Household Pick-up        |                      |                      |                      |                      |                      |

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**ATTACHMENT A**

**FEE PROPOSAL FORM - Trucks no more than 3 years old (page 5 of 5)**

If Bidder offers a discount, on invoices paid within thirty (30) days of receipt\* please list here (discount offered must be at least one half of one percent and a minimum of \$5.00):

*Discount offered on invoices paid within 30 days of receipt :* \_\_\_\_\_ %

\*the percent of discount (highest discount prevails) may be used in the event of tie bids.

Proposing Company Contact Information:

|                                 |  |                       |
|---------------------------------|--|-----------------------|
| Company Name:                   |  |                       |
| Billing Address:                |  | Telephone:            |
| Service Address:                |  | Telephone:            |
| Representative Name:            |  |                       |
| Representative Contact Address: |  | Telephone:<br>E-Mail: |

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) \_\_\_\_\_  
(Signature of Authorized Representative of the Company)

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**INTENTIONALLY LEFT BLANK**

**EXCEPTION SHEET**

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT B**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the contract;  
and;
2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

\_\_\_\_\_ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No. 17-001 – Solid Waste Collection and Recycling Services** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

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

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

My Commission Expires: \_\_\_\_\_, 20\_\_\_



**ATTACHMENT C**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know all men by these presence, that I (We), \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham

County Procurement titled **RFP No. 17-001 – Solid Waste Collection and Recycling Services** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Proposal submitted to Effingham County or the performance of the contract resulting there from;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
SIGNATURE

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

**ATTACHMENT D**

**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1 of 2)**

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2 of 2)**

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that the above statements,  
Company Name

including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of: \_\_\_\_\_

County of : \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017

by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named.

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

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_\_

**ATTACHMENT E**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County 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. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

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 Effingham County, contractor will secure from such subcontractor 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. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of 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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_ 20

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

My Commission Expires: - \_\_\_\_\_, 20 \_\_\_\_

\* 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).

**ATTACHMENT F**

**SUBCONTRACTOR AFFIDAVIT**

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 that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County 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. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

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

\_\_\_\_\_  
Date of E-Verify Authorization

\_\_\_\_\_  
Address

\_\_\_\_\_  
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 Public

My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_

\* 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).

**ATTACHMENT G**

**NO-BID STATEMENT**

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Proposal Time - Insufficient time to properly respond to Proposal or bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance -We are unable to meet insurance requirements.
- Removal - From Vendors list for this particular commodity or service.
- Keep - Our Company on your Vendors list for future reference.
- Project is - Too Large \_\_\_\_\_ Too Small \_\_\_\_\_
- Site Location Too Distant.
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

**CONSTRUCTION PROJECTS:** Please provide reason for obtaining a Proposal package. Check one below.

Interest in this project as a:

Prime Contractor \_\_\_\_\_

Sub-Contractor \_\_\_\_\_

Supplier \_\_\_\_\_

**RFP No. 17-001 – Solid Waste Collection and Recycling Services**

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

**ATTACHMENT H**

**Legal Notice  
Request for Proposal**

**RFP No. 17-001 – Solid Waste Collection and Recycling Services**

Effingham County, Georgia is seeking proposals from firms interested in providing **Solid Waste Collection and Recycling Services**.

Sealed proposals are due by **10.00am (local time) Wednesday June 21 2017** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Proposal is available at the address listed above or online at [www.effinghamcounty.org](http://www.effinghamcounty.org) - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 or via email: [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL VENDORS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".





**ATTACHMENT J**

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ certify that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)  
(Affix corporate seal here, if a corporation)

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

County: \_\_\_\_\_

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

**NOTE:**  
**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**ATTACHMENT K**

**CONTRACT SAMPLE**

**SOLID WASTE COLLECTION  
AND DISPOSAL SERVICE AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called the “**County**”), and \_\_\_\_\_ (hereinafter called the “**Contractor**”) of \_\_\_\_\_, a corporation maintaining an office located in \_\_\_\_\_, for the purposes of engaging in the business of providing refuse collection, removal and disposal services.

**WHEREAS**, the County is empowered to provide for the collection and disposal of solid waste and is further allowed by law to enter contracts; and

**WHEREAS**, the County, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection of garbage, yard waste and recycling in the County, including its lawful disposal and has determined that the best interest of the County would be served by the employment of the contractor for said purpose; and

**WHEREAS**, the Contractor is willing to render the service of collection of garbage, recycling and yard waste within the County including its lawful disposal upon the terms and conditions hereinafter set forth; and

**WHEREAS**, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

**DEFINITIONS.**

**Bags.** Plastic storage bags with sufficient wall strength to maintain integrity when lifted from the top. Maximum total weight of bags and contents shall not exceed fifty (50) pounds.

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

**Construction & Demolition (C&D) Refuse.** Waste material resulting from construction, repairs, remodeling or demolition operations on structures of all kinds, sidewalks and driveways, and including waste and rejected material such as earth, stone, brick, debris and waste products from installation or replacement of plumbing, heating, air conditioning, and electrical systems as well as flooring, carpeting, roofing, and lot cleaning or lot clearing.

**Dead Animals.** Dead animals or portions thereof, weighing less than fifty (50) pounds.

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

**Garbage.** Every accumulation of waste – animal, vegetable, or other – except any matter included in the definition of yard waste, recycling, commercial refuse, dead animals, hazardous waste, or white goods.

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

**Refuse.** All garbage, rubbish, construction debris, and white goods.

**Residential Unit.** A dwelling within the unincorporated areas of the County and occupied by a person or group of persons comprising not more than four (4) families. Each single-family dwelling within any such residential unit shall be counted as separate residential units. A residential unit shall be deemed occupied when either water or electrical services are being supplied thereto.

**White Goods & Furniture.** Discarded appliances, TV's, household goods, furniture, mattresses, and waste material other than dead animals, commercial refuse, or hazardous waste, with weights exceeding fifty (50) pounds and/or volumes greater than thirty-five (35) gallons. White goods are and only required to be accepted at the Convenience Center.

**Yard Waste.** Leaves, grass clippings, garden residue, mulch, tree trimmings, tree branches no more than four (4) feet in length and four (4) inches in diameter and that are bundled and tied, chipped shrubbery and other vegetative material generated from a residential yard or garden. Yard waste does not include tree stumps, rocks, and bulk soil or stone.

**Single-Stream Recyclable Materials.** Plastic containers coded 1-5, Tin cans, Aluminum, Paper products: newspapers, junk mail, magazines, etc., Cardboard and Glass generated by Residential Units within the unincorporated areas of the County, that are collected and commingled within a single 90+ gallon wheeled receptacle that will be provided to each Residential Unit by Contractor. Recyclables do not include hazardous waste or items contaminated with food waste.

**TYPES OF COLLECTIONS**

**COMMERCIAL SERVICE**

Collection service to commercial premises shall not include collection of yard trash or bulky waste. All commercial waste must be suitable to be stored in a cart.

**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. Before disposal, all garbage collected from waste generators in Effingham County will be weighed and recorded. The Contractor will provide the County with a monthly tonnage report that is to be delivered to the designated Effingham County representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for County inspection.

The Contractor will provide all households with one (1) new, industry standard, 90+ gallon or more lidded, wheeled container. The container will be at no cost to the County or customer. All equipment will bear the name of the contractor. All garbage collection equipment will be maintained in good repair and appearance. Failure to deliver the cart within five (5) business days of executed Notice to Proceed date will result in a penalty of one hundred dollars (\$100.00) per household.

The Contractor will be required to pick up, on a weekly basis, all garbage, provided it is placed in an approved collection container and set out for collection. 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 County's solid waste plan and recycling program.

The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the County and Subscribers, in writing, ten (10) business days in advance of the effective date.

**COLLECTION OF RECYCLABLES**

The contractor must provide for a single stream collection of recyclables.

The Contractor shall collect, but not limit collection to, the following recyclable materials:

- Plastic containers coded 1-5
- Tin cans
- Aluminum
- Paper products: newspapers, junk mail, magazines, etc.
- Cardboard
- Glass

Recyclable materials will be collected curbside on a bi-weekly basis. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, 90+ gallon, a different color than the garbage container, and labeled as a recycling container. All recyclable materials collected by the Contractor will be the property of the Contractor and the Contractor is responsible for its removal and disposal.

Before processing the materials collected within Effingham County, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the County with a monthly tonnage report. The report shall be given to the County's Designated Representative within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five years, copies of weight tickets which are to be made available for County inspection.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

The Contractor is prohibited from collecting recyclables from a household and mixing them with garbage unless the County grants prior written approval. The County reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable material.

The Contractor will not collect the recycling cart if non-recyclable materials have been placed inside the cart provided. In the event that non-recyclable materials are placed in the cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Effingham County recycling program and how to prepare those materials.

The Contractor may remove the recycling container if the customer continues to place non-recyclable materials in the recycling container after receiving instructional materials about the recyclable materials that are acceptable.

#### **YARD WASTE**

The company will be required to pick up all yard waste from each residential unit at the same schedule as collecting refuse.

All yard waste shall be placed next to the cart no more than 24 hours prior to scheduled pick up day. Yard waste whether bagged or bundled shall not be placed in such a manner as to block the roadway or pedestrian sidewalk.

The company shall collect all yard waste such as tree limbs not larger than four (4) inches in diameter and no longer than four (4) feet, and stacked in piles not to exceed four (4) feet in height and four (4) feet in width. Tree trunks larger than four (4) inches in diameter will not be collected.

It is the company's responsibility to properly dispose of all yard waste collection bags at no additional cost to the County. Each bag or bundle placed out for collection may weigh no more than fifty (50) pounds.

No more than ten (10) bags or ten (10) bundles of yard waste shall be put out for regular pick up per week.

In the event that yard waste set-out at a residential unit in the contract area that does not meet the specifications above, the service provider shall leave a clearly explanatory printed or written notice for the customer, and notify the County within eight (8) working hours.

#### **NEIGHBORHOOD CLEANUP PROJECTS**

The County sponsors community cleanups and recycling events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for six (6) community cleanup events annually – one in each of the five (5) county districts and one in the designated MS4 area. Schedules and sites are to be determined by the event.

For each community clean-up event, the Contractor will deliver at least two (2) thirty (30) yard roll off containers to a pre-designated site on the Friday before the weekend cleanup and will collect the containers the following Monday. Contractor will monitor the containers during the weekend cleanup event and will swap out containers as needed.

**COUNTY FACILITIES WASTE AND RECYCLABLES COLLECTION**

Beginning on the service commencement date, Contractor shall collect all waste and recyclables placed inside receptacles at sites located at County buildings or facilities in both the un-incorporated areas and the incorporated municipalities as scheduled through mutual agreement, with no charge to the County. Contractor shall provide the County with receptacles in sufficient number and capacity to contain such waste and recyclables.

Within the first year of the Contract term, Contractor shall conduct a receptacle audit to assess whether the receptacles are sufficient in capacity to hold the volume of material being discarded. Contractor shall communicate findings of the audit to the designated County representative, and propose appropriately sized receptacles as necessary.

The Contractor will provide for the collection of waste and recyclables at the facilities designated. Contractor provided containers are to be clearly labeled to receive waste and recyclables. Frequency of service shall be, as needed, but not less than bi-weekly.

**Location of County Sites is as follows:**

| DEPARTMENT NAME                   | DEPARTMENT ADDRESS  | SIZE OF WASTE RECEPTACLE            |
|-----------------------------------|---|-------------------------------------|
| Goshen Apartments                 | Goshen & Hwy 21, Rincon, GA 31326                           | 8 yd front load x 1                 |
| Ball Field                        | Honeyridge Road, Springfield, GA 31329                      | 8 yd front load x 1                 |
| Annex                             | 768 GA Hwy 119 S, Springfield, GA 31329                     | 8 yd front load x 2                 |
| Prison                            | 321 GA Hwy 119 S, Springfield, GA 31329                     | 8 yd front load x 7                 |
| Prison (Animal Shelter)           | 321 GA Hwy 119 S, Springfield, GA 31329                     | 30 yd rolloff x 2 (on call service) |
| Jail                              | 130 1 <sup>st</sup> Street Extension, Springfield, GA 31329 | 8 yd front load x 2                 |
| New Courthouse (Judicial Complex) | 700 North Pine Street, Springfield, GA 31329                | 8 yd front load x 1                 |
| Historic Courthouse               | 901 North Pine Street, Springfield, GA 31329                | 10 yd front load x 1                |
| Convenience Center                | 2750 Courthouse Road, Guyton, GA 31312                      | 8 yd front load x 1                 |
| Waste Water Treatment Plant       | 805 Low Ground Road, Guyton, GA 31312                       | 2 yd front load x 1                 |
| Sandhill Athletic Park            | 199 Stagecoach Avenue, Guyton, GA 31312                     | 8 yd front load x 1                 |

**CONVENIENCE CENTER**

Contractor will operate the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312, from Wednesday to Saturday 8.00am until 5.30pm.

Contractor will operate Toledo Scales (“scales”) and direct loads of solid waste at the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312.

Contractor will assign qualified personnel to manage and operate the scales and to direct loads of solid waste at the Convenience Center.

Contractor will ensure all employees wear safety shoes and hearing/eye protection pursuant to Contractors policy.

Contractor will provide operation and safety training for the personnel who will operate the scales and will provide any additional personal protective equipment when deemed necessary by the Contractor, in its reasonable discretion.

Contractor will provide at least two (2) forty (40) yard containers for garbage; at least two (2) forty (40) yard containers for yard waste; at least two (2) forty (40) yard containers for bulk materials and two self-contained recycling compactors.

Contractor will receive Yard Trimmings, as defined by O.C.G.A. §12-8-22(42). The Yard Trimmings shall be disposed of in a beneficial manner in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management, Chapter 391-3-4, as amended. The Contractor shall cease accepting Yard Trimmings should Effingham County apply for, and receive, a solid waste handling permit.

Contractor will be responsible to use roll off trucks to transfer waste from the Convenience Center to disposal site and shall be responsible for all roll off containers at the Convenience Center. Contractor shall also be responsible for all collection boxes, equipment and containers at the Convenience Center.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended.

The County shall be responsible for permitting the site, site mowing and maintenance of the Convenience Center structures.

Contractor shall comply will all applicable laws in performing their services at the Convenience Center.

Title to and liability for all waste delivered to the Convenience Center shall at no time pass to the Contractor. Contractor shall have no obligation to handle waste materials delivered to the Convenience Center.

## **OPERATIONS.**

### **SERVICE DAYS AND HOURS**

#### **Regular Schedule.**

Contractor shall provide collection on service days between the hours of 7 a.m. and 7 p.m. Prior to commencement of services the Contractor will, at its own expense, notify each residential premises individually of the scheduled collection days or any changes thereto for the duration of the contract.

#### **Holiday Schedule.**

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

*New Year's Day*  
*Memorial Day*  
*Independence Day*  
*Labor Day*

*Thanksgiving Day*  
*Christmas Day*

**Changed Schedule.**

Contractor may not change a regularly scheduled collection day without County approval. If approved, the Contractor shall notify each customer of any change in that customer’s regularly scheduled collection day (except for Holiday schedule) or days in writing by first class mail at least 2 weeks prior to the change. Exceptions may apply with severe and/or extreme weather events that prevent the Contractor from performing services. If collection is suspended, Contractor will perform collection on the next regular collection day. The Contractor will not be allowed Sunday collection except in emergency situations approved by the County.

**COLLECTION SERVICE EXCEPTIONS**

Contractor is not obligated to collect solid waste in the event of any service exception, but must complete and leave a non-collection notice securely attached to a receptacle at or near the set-out site.

Exceptions include solid waste that is not properly placed in receptacle, unpermitted waste (such as hazardous waste), or contamination of recyclable waste not in compliance with collection services and applicable State laws.

In its next monthly report, Contractor shall inform the County of each customer to which Contractor gave a non-collection notice.

**ROUTING**

No later than 45 (forty-five) days prior to the Contract service commencement date, Contractor shall provide the County with route maps (hard copy and GIS files) and sheets for each collection route, including the following information:

- Beginning and ending points for each route, with route marked on a map;
- Aggregate number of customers on each route, type and capacity of collection vehicle, assigned number of workers for each route, and worker’s shift hours;
- Date and approximate time (morning or afternoon) of pickups; addresses of each customer’s premise.
- The VIN, tag and unit number of the vehicle assigned to each route.

The County may provide written comments on proposed route maps and sheets to Contractor no later than 10 (ten) business days thereafter. Within 10 (ten) business days after receipt of any comment from the County, Contractor shall promptly revise the maps, schedules, and route sheets to reflect the comments and return them to the County for corroboration and approval.

**Route changes with County Consent**

- Contractor shall submit to the County, in writing, any proposed change in collection route maps not less than 60 (sixty) days prior to Contractor’s proposed date of the change.
- Upon County comments and mutual agreement, Contractor shall implement changes following 10 (ten) business days notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 (six) days.

**Route Audits**

The County may conduct audits of Contractor's collection routes. Contractor shall cooperate with the County on route audits, including permitting County employees or other persons designated by the County to follow the collection vehicles during the audit. Contractor will have no responsibility or liability for the salary, wages, benefits, or worker's compensation claims of any person designated by the County to conduct audits.



**ACCESS**

Contractor shall provide collection services to all residential premises located on publicly owned roadways and privately owned roadways where the owner(s) grants written permission. Such roadways shall be accessible to waste collection vehicles. Privately owned roadways where the owner grants permission for collection of solid waste shall be maintained by the owner.

**INACCESSIBLE PREMISES**

Contractor and the occupant of a residential premises not conveniently accessible to a public or private right of way or not having suitable location at roadside for placement of carts or other residential solid waste shall agree on the manner and location for the collection of residential solid waste from such residential premises. Such agreement, for example may require that Contractor collect residential solid waste in bags placed at a convenient location within 25 feet of roadside.

**COLLECTION EQUIPMENT**

Each collection vehicle must meet industry standards, licensure and approval by the County. In addition, Contractor shall comply with applicable U.S. Environmental Protection Agency standards and Georgia Department of Transportation regulations. At no time during the term of this contract resulting or during any extension of said contract will the Contractor include any vehicles/equipment in the fleet being provided for Effingham County that is more than \_\_\_\_\_ ( ) years old

Contractor will be required to use only GPS equipped trucks. Contractor will allow County real time access to the GPS system together with the ability to run reports as and when needed.

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles are to have litter control devices. 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 left standing on streets, and alleys unattended, except as made necessary by loading operations. Contractor will promptly repair any damage or injury to any County property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the County property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for collection will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the contractor to immediately pick up scattered matter.

Drivers of vehicles which break hydraulic hoses and leak on County 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 within two (2) hours to the designated Effingham County representative. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the designated Effingham County representative who will be responsible for approving in writing that the clean-up is satisfactory and has been accepted. Failure to clean up the spill/leak and notify the county within twenty-four (24) hours will result in a \$250 fine (liquidated damages) per occurrence which will be deducted from the Contractors monthly invoice.

The County or its designated representative shall have the right to inspect collection vehicles at least once annually and request any issues be addressed by Contractor.

**RECEPTACLE SPECIFICATIONS**

Contractor will provide one (1) new 90+ gallon wheeled receptacle for solid waste collection and one (1) new 90+ gallon wheeled receptacle for recycling collection to eligible commercial premises that subscribes to the

County for such service. To be eligible for Contractor's service, a commercial premise shall not generate more than an average of one hundred (100) pounds of commercial solid waste per week, and all commercial solid waste must be suitable to be stored in a cart.

Contractor will provide one (1) new 90+ gallon or more wheeled receptacle for solid waste collection and one (1) new 90+ gallon wheeled receptacle for recycling collection to every residential premises suitable for occupancy in the unincorporated area of the County.

The receptacles must be made from high density plastics containing post-consumer recycled content and be recyclable with recessed wheels and hinged covers. Receptacles must contain prescribed labeling, including any hazardous waste disposal prohibitions. The receptacles shall be from a major U.S. manufacturer, designed for both U.S. industry standard, semi- and fully-automated collection equipment, and carry a 10-year warranty. Occupants of residential premises may request one (1) or more additional receptacles.

Contractor will maintain an inventory at all times of at least 10 (ten) 90+ gallon or more wheeled receptacles for solid waste and at least 10 (ten) 90+ gallon wheeled receptacles for recycling waste at the convenience center for exchange or for new customer pick up.

**Repair or Replacement of lost or damaged Receptacle(s).**

Following a customer's written request for repair of a damaged receptacle, Contractor shall repair the damaged receptacle or exchange it for an operative receptacle, remove and/or deliver a replacement receptacle, or repair a damaged receptacle, to that customer's set-out site on that customer's next regularly scheduled collection day without charge unless there is proven customer negligence. Contractor may charge a fee for willful removal or damage to a container, however, such charge shall not exceed the actual cost to the Contractor for the replacement. Failure by contractor to repair or replace a receptacle within 48 hours of notification of disrepair will result in a \$100.00 fine per occurrence.

**New Households**

If the Contractor fails to deliver new curbside carts in a timely manner for new customers, the County will assess performance failure deductions in the amount of \$100.00 per occurrence. Timely shall mean that the carts are to be delivered not later than five (5) business days from the time the County places the order with the Contractor.

**Contractor Removal of Refuse Receptacles**

Upon expiration or termination of this collection contract, Contractor shall remove refuse receptacles at the following times: after replacement receptacles are provided to the customer's premises, or at the time directed by the County.

**SPECIAL RECEPTABLE ROLL OUT SERVICE**

At customer request, Contractor shall provide roll-out or side door/back door service for refuse and recycling receptacles. In no event will side door or back door service be provided at a distance of more than 150 feet from the public roadway.

- a. Without surcharge.** Contractor shall provide roll-out service without surcharge to the following individuals:
- Elderly or medically certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the roll out service has been determined to be a medical necessity by a licensed physician and approved by the County.
  - Residential customers who may not meet the criteria in preceding item, but who demonstrate to the County similar physical hardship.

- b. With surcharge.** Contractor shall provide roll-out or backdoor service to any customer who does not meet the preceding listed criteria for the customer special service surcharge listed on the Contractor service fee schedule.

**MISSED COLLECTIONS AND COMPLAINT HANDLING**

Contractor shall furnish each residential premise with instructions for contacting Contractor by telephone over a local line for information or service complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.

For phone or in person complaints received and facilitated by county staff regarding any article that is included in the scope of RFP 17-001 and this contract, the County shall deduct \$5.00 for each instance over the amount of 10 per month.

Should the Contractor fail to perform in accordance with the provisions of the Agreement resulting from this proposal, the County shall deduct damages as listed below from the regular scheduled payment to the Contractor:

**\$100.00 fines (liquidated damages) for poor service:**

- Failure to pick up curbside dry trash on designated pickup dates within 24 hours of written notice by the customer or the designated county staff.
- Failure to rake up debris from curbside yard waste piles within 48 hours of written notice by customer or the designated county staff.
- Failure to pick up curbside garbage and recycling on designated pickup dates within 48 hours of notice by the customer or the designated county staff.
- Failure to replace or repair a damage cart within 48 hours of written notice by the customer or designated county staff.
- Failure to replace a stolen cart within 48 hours of written notice by the customer or designated county staff.
- Failure to deliver new curbside carts to new customers within 5 business days of written notice by the customer or designated County staff.
- Failure to clean up hazardous waste such as hydraulic fluids within 24 hours of written notice by the customer or designated county staff.
- Failure to completely empty garbage and recycling cart within 48 hours of written notice by the customer or designated county staff.
- Failure to place garbage or recycling cart 2 feet off of the paved road after emptying the cart written notice by the customer or designated county staff.

For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the County, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the designated Effingham County representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the designated Effingham County representative prior to the award of the contract. The County's goal is the resolution of 98% of all complaints within 24 (twenty-four) hours of the complaint.

**INADVERTENT COLLECTION AND DELIVERY OF UNPERMITTED WASTE**

If Contractor inadvertently collects and/or delivers unpermitted waste to a solid waste management facility and Contractor cannot identify or fails to remove it, Contractor shall arrange for its proper handling and disposal as required by Applicable Law and cooperate with the solid waste management facility owners or operators with respect to proper handling and disposal. Contractor releases County from obligation or liability to Contractor for those costs of disposal. Promptly upon County request, Contractor shall reimburse County for County's reimbursement costs of handling unpermitted waste if Contractor does not do so. The Contractor shall have an Unpermitted Waste protocol in place.

**COLLECTION PERSONNEL**

Contractor will provide an adequate number of qualified personnel properly trained to conduct the tasks required by the Scope of Work listed in RFP 17-001 and identified in this Contract and as may be required to satisfy the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The Contractor also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards.

Contractor may be required to submit a list of all personnel who will be utilized in fulfilling the requirements of this contract, and evidence of their qualifications. The County shall retain the right to reject personnel if they do not meet County qualifications.

Collection personnel will:

Perform in a safe, proper and effective manner, abiding by all applicable regulations.

Wear a uniform bearing the company's name/logo and maintain a neat and professional appearance.

NOT accept gratuities for any reason whatsoever from residents, tenants or other persons.

For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe, exercise and require their employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and undue interference with the movement of the public or the County.

The Contractor must have in place a drug/alcohol free workplace policy that applies to all applicable employees. This policy should include provisions for reasonable suspicion, pre-employment, and post-accident drug/alcohol testing.

**ADMINISTRATION PERSONNEL**

Contractor will assign a qualified person or persons to work full time on-site at the County Administrative offices to deal with any and all administrative work as described (but not limited to) in the scope of work in this RFP and any contract, change order etc. Full time being defined as Monday to Friday 8.30am to 5.00pm with one half hour break for lunch. Said staff member will observe all County Holidays.

The person assigned to this position cannot be changed by the Contractor without notice to the County's representative. The County can request staff reassignment with notice to the Contractor.

During the weekends, holidays, and after hours, the Contractor must make available a local message service to record citizen complaints. The contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

**MEETINGS**

Contractor will meet once a month with the County's designated representative(s) in the Effingham County Board of Commissioners Administration Building located at 601 N.Laurel Street, Springfield, GA 31329.

**RESIDENT REQUIREMENTS FOR CART/YARD WASTE PLACEMENT**

Bags and brush must be placed by all residents (with the exception of those handicapped or elderly individuals who have presented to the County a doctor's certificate verifying their respective physical limitations) at curbside by 6:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to the resident's property line, within ten (10) feet of the paved or unpaved traveled County roadways, or as close as is practical to an access point for the collection vehicle. The Contractor may decline to collect any bag or brush not so placed. The Contractor will service residential units beginning no earlier than 7:00 a.m. and no later than 7:00 p.m.

**HOUSE COUNT**

The residential services to be provided by Contractor hereunder shall be for the curbside collection of all household garbage, yard-waste (if household has opted in and paid for yard waste collection), and recyclables generated by the residential units in the unincorporated areas of the County. By current house count, all residential units shall be serviced by Contractor under this Agreement. Contractor may request monthly house counts to be conducted by Contractor and County representatives and the compensation due Contractor shall be increased or decreased based on the house count. In the event a new cart is placed on or before the 15<sup>th</sup> day of a month, the residential unit shall be billed for the full month's service.

**USE OF SUBCONTRACTORS**

It is understood that the Contractor must have the ability to undertake all the tasks outlined and shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the County, unless approved in advance by the County, via a written amendment to this agreement.

**PAYMENT TO COMPANY**

The County will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the County will be paid on a monthly basis according to the terms and conditions of the Agreement. A cart count, as of the first (1<sup>st</sup>) day of the current month, will be submitted by County to Contractor. Upon verification, an invoice will be issued on the fifth (5<sup>th</sup>) day of the current month, payable no later than thirty days from the date of the invoice, though the County agrees to make a good-faith effort to pay the invoice in a shorter period of time.

**COMPLIANCE WITH LAWS**

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of the State or County Board of Health and all other governmental agencies relative to the collection and transportation of garbage. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate garbage and disposal operations within the County. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract including the Contractor submitting to the County the monthly tonnage reports for residential and commercial refuse.

**ANTI-DISCRIMINATION**

The Contractor, in performing the work furnished by this Agreement, shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or physical handicap.

**AGREEMENT NOT AN EXCLUSIVE FRANCHISE**

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for the collection and disposal of refuse; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

**EFFECTIVE DATE: TERM OF CONTRACT**

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin on November 1, 2017. The initial agreement shall terminate on October 31, 2018. There will be four (4) single-year renewals. This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

**LICENSES AND TAXES**

The Contractor must obtain all licenses and permits required by the County.

**INDEMNITY**

The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them. The Contractor's obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Contractor.

**IMMUNITY**

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

**INSURANCE**

The Contractor shall maintain such insurance as will protect the company 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 are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days' notice in the event the Contractor's insurance is cancelled or terminated for any reason

\*The limits of insurance are as follows:

- E. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage each occurrence, and \$2,000,000 Property Damage, in the aggregate.
- F. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- G. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.
- H. **Umbrella Policy:** \$10,000,000

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 17-001) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

\*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 17-001 and authorized change orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

**SERVICE CHARGE TO CONTRACTOR.**

The County shall pay to the Contractor the sum of

**RESIDENTIAL**

\$\_\_\_\_\_ per month per residential unit for once weekly garbage collection

\$\_\_\_\_\_ per month per residential unit for bi-weekly recycling collection

\$\_\_\_\_\_ per month for each additional garbage cart per residence

\$\_\_\_\_\_ per month for each additional recycling cart per residence

**COUNTY BUILDINGS**

\$\_\_\_\_\_ per month rental fee per 10yd front load receptacle (includes tonnage tip fee & haul fee)

\$\_\_\_\_\_ per month rental fee per 8yd front load receptacle (includes tonnage tip fee & haul fee)

\$\_\_\_\_\_ per month rental fee per 2yd front load receptacle (includes tonnage tip fee & haul fee)

\$\_\_\_\_\_ per month rental fee per 20yd rolloff (includes tonnage tip fee & haul fee)

\$\_\_\_\_\_ per month rental fee per 30yd rolloff (includes tonnage tip fee & haul fee)

**CONVENIENCE CENTER**

\$\_\_\_\_\_ Annual operating fee

**ADDITIONAL FEES**

\$\_\_\_\_\_ Lump sum for special projects

\$\_\_\_\_\_ per month per residential unit for each additional solid waste cart

\$\_\_\_\_\_ per month per residential unit each additional recycling cart

\$\_\_\_\_\_ per month per residential unit per Roll-Out / Back Door Pick-up

\$\_\_\_\_\_ per household pick up for yard waste collection

The Contractor shall present an itemized bill for residential and commercial service to the County by the fifteenth of the current month and the County shall pay the Contractor within thirty (30) days of the receipt of same. Fees for special collections provided by the Contractor shall be negotiated between the Contractor and the County prior to collection.

**MODIFICATION OF RATES**

Commencing with the first single-year renewal of this Agreement and continuing with each subsequent renewal, the said Service Charge shall be adjusted upwards by 2.5%. The County will not accept any other CPI increases or fuel surcharges, unless there are changes in government regulations which result in significant increases in operating costs of the Contractor. Should a situation like this occur, a rate-increase discussion will be had between the County and Contractor.

**TERMINATION**

The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

- a. County electing, in writing, not to exercise any of its option periods.
- b. Failure of the Contractor to perform based on the Contractor'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 County shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Failure of the Contractor to abide by any of the conditions of this Agreement.
- d. Any termination of the Contractor's services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

- 1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
- 2. Notifying all affected service providers and subcontractors of the Service provider

**TRANSFERABILITY OF CONTRACT**

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.



**ADMINISTRATION**

The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

It shall be the responsibility of the Contractor to see that refuse service customers are provided with complete information about the service at all times.

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The County Administrator or his designated agent(s) may from time to time inspect the Contractor's method of refuse collection and confer with the Contractor in order to insure the Contractor's compliance with the Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in such inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County's reputation is in no way damaged by the Contractor's performance.

**NO AGENCY CREATED**

Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.

**CONTRACT DOCUMENTS**

This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 17-001 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

**CONTRACT AMENDMENTS**

It is the intention and agreement of the parties of this Contract that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, the contract may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereto. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.

**SEPERABILITY OR PROVISION**

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

**CONSTRUCTION**

This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be construed under the laws of the State of Georgia.

**HEADINGS**

The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.

**LIQUIDATED DAMAGES**

The County reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual load or portions of loads disposed of and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

1. The Contractor must physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County;
2. Liquidated damages in the amount of five thousand (\$5,000) dollars for the first occurrence of improperly disposed of material;
3. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1,000) will be added to the previous amount paid (i.e., second occurrence will equal six thousand (\$6,000) dollars, third occurrence will equal seven thousand (\$7,000) dollars, etc.);
4. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
5. Failure by the Contractor to physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County shall be considered an additional occurrence and shall be treated accordingly

Excessive Missed Collections may be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

1. The Contractor shall have twenty-four (24) working hours to pick up the Missed collection;
2. If the Contractor fails to meet the twenty-four (24) hour working period, liquidated damages in the amount of one hundred (\$100) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
3. Starting with the eleventh (11<sup>th</sup>) occurrence where Contractor fails to cure missed pickup within twenty-four (24) hours, liquidated damages in the amount of two hundred (\$200) per occurrence will be charged.

The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages which the County can document as being attributable to the above-referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
Wesley Corbitt  
Chairman

ATTEST: \_\_\_\_\_  
Stephanie Johnson  
Effingham County Clerk

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

FOR THE CONTRACTOR

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

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

Attest: \_\_\_\_\_

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