



Request for Proposals

Solid Waste Collection Services

RFP No. 2023-15

Spalding County
Board of Commissioners

Issue Date: May 19, 2023

SOLID WASTE COLLECTION RFP

1. Invitation to Service Providers:

Spalding County, Georgia (the “**County**”) will receive sealed technical and fee proposals for Solid Waste Collection Services until June 16, 2023 at 2:00 p.m. EST for the above referenced services which are described in the attached schedules. The County invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP). Late proposals will not be accepted.

A **MANDATORY** Pre-Proposal Conference is scheduled for May 26, 2023 at 2:00 PM EST at the Spalding County Annex Room 108 located at 119 E. Solomon Street, Griffin, GA 30223. **ANY PROPOSER WHO INTENDS TO SUBMIT A PROPOSAL IS REQUIRED TO ATTEND THIS MEETING.**

All Proposals must be marked “**Proposal for Solid Waste Collection**” RFP. The envelope must bear on the outside the name and address of the service provider submitting the bid (the “**Contractor**”). No proposal may be withdrawn or modified in any way after the deadline for proposal openings, and no faxed or electronic submissions of proposals will be accepted.

The envelopes containing the proposal **must be sealed**, and addressed to:

Terri Bass
Purchasing Officer
Spalding County Board of Commissioners
119 E. Solomon Street
Griffin, Georgia 30223
tbass@Spaldingcounty.com

Proposals will be publicly opened immediately following the deadline for submissions of proposals, and only the name(s) of those service providers responding will be mentioned. The proposal opening has been scheduled for Thursday, June 16, 2023 at 2:10 p.m., at the Commissioners’ Meeting Room 108, Spalding County Annex 119 E. Solomon Street, Griffin, Georgia 30223.

Summary of RFP timetable:

RFP Available: May 19, 2023
Pre-Proposal Conference: May 26, 2023 at 2:00 pm
RFP Deadline for questions: June 1, 2023
Submittal Deadline: June 16, 2023 at 2:00 pm
Proposals must be valid for ninety (90) days following the Submittal Deadline.

The service providers’ response shall include a technical proposal and fee proposal with all other information requested in this Request for Proposal (RFP). The fees shall be the full cost to the Resident, and Spalding County may request additional information from the proposers, including a presentation if deemed necessary to clarify elements of their bid proposals. The County also reserves the right to make independent investigations as to the qualifications of each service provider, including existing customers, or visits to existing operations.

Each proposal shall include a bid/proposal bond or cashier's check for the amount of twenty thousand dollars (\$20,000). The successful proposer will be required to provide and maintain in effect a surety bond in the amount of two hundred fifty thousand dollars (\$250,000) issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia.

The County anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the County. Such an award, if any, is projected to be accomplished within ninety (90) days from the Submittal Deadline.

The successful proposer must provide a completed vendor package. Every subcontractor if used, must provide an E-Verify form to Spalding County prior to beginning work. The successful proposer understands and agrees that the awarding of any contract as the result of its proposal is expressly conditioned upon and subject to its and its subcontractors initial and ongoing compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering and verifying information for all new employees through E-Verify and agrees to execute the affidavit(s) required by Ga. Comp. R. & Regs. r. 300-10-1-.01 et seq. and shall provide all necessary documentation and affidavits required for verification of lawful presence in compliance with the requirements of O.C.G.A. § 50-36-1 et seq. The successful proposer shall include a similar provision in all written agreements with any subcontractors engaged to perform services in connection with services proposed in its response to this request for proposal.

The County reserves the right to reject any or all proposals, wave technicalities, negotiate required terms and conditions and make all other necessary decisions with respect to the proposals to ensure the awarded contract is in the best interest of the County and its residents.

~End of This Section~

2. Background:

Spalding County is in the west-central part of Georgia and encompasses 201 square miles. Bordered by Clayton, Coweta, Fayette, Henry, Butts, Lamar, Pike, and Meriwether counties, Spalding County lies 40 miles south of downtown Atlanta and 55 miles northwest of Macon. Spalding County is a part of the Atlanta Metropolitan Statistical Area (MSA). The unincorporated area of Spalding County has approximately 15,339 single family homes, 2,228 single family mobile homes, 119 quadraplexes, 35 buildings eight units total, 8 buildings 53 units total (mixed unit count 4-6), 8 buildings 72 units total (mixed unit count 4-6).

Solid Waste Collection:

Currently the County provides solid waste services for Unincorporated Spalding County by the use of five (5) Convenience Centers, and some residents already contract with private haulers for curbside waste collection services. The convenience centers offer a variety of disposal options to include municipal household waste, small appliance waste, and small amounts of construction waste. The Spalding County Board of Commissioners designates four (4) days a year for bulky waste collection at a single location. However, the County finds that it is in the best interest of the County and its residents to have curbside solid waste collection serve as the primary means of residential solid waste disposal in the County along with maintaining operations of two convenience centers currently located within the unincorporated portions of Spalding County.

~End of This Section~

3. Instructions to Service Providers:

3.1 Intent

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

3.2 Examination

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

3.3 Determination of Successful Contractor

A contract will be awarded, if awarded, to the most responsive and responsible Contractor according to the criteria provided for in Section D of this RFP, or pursuant to any other terms and conditions the County deems to be in the best interest of the County.

3.4 Responsiveness

The County will consider the degree to which each Contractor has submitted a complete Technical and Fee Proposal without irregularities, excisions, or special conditions, for any item unless specifically requested in the RFP. Alternate proposal conditions must be clearly marked.

3.5 Proposal Forms

Proposal shall be submitted on the Schedule Forms included herein. The Contractor will submit an original and five (5) copies of their technical proposal and an original and one (1) copy of their price proposal. All Contractors **shall submit a USB drive** of both technical and price proposal.

3.6 Submission of Proposal

Proposals received after the scheduled bid opening time and date will not be accepted. Technical and Fee proposals are to be packaged and sealed separately. Proposals shall be clearly marked as **“Proposal for Solid Waste Collection Services”** RFP addressed as Follows:

Solid Waste Collection Services RFP
Unincorporated Spalding County
Attention: Terri Bass
Purchasing Officer
Spalding County Board of Commissioners
119 E. Solomon Street
Griffin, GA 30223

~End of This Section~

4. Proposal Schedule:

ACTIVITY	Time	Date	Who	Duration
Advertise and Distribute request		05/19/23		
Mandatory Pre-proposal conference (*No admission after 2:10 PM)	2:00 PM	05/26/23	All Participants	
Submission of questions concerning RFP deadline (in writing only) tbass@spaldingcounty.com		06/01/23		
Summary of questions and Responses		06/08/23		
Submission of Proposals	2:00 PM	06/16/23		
Review of Proposals		06/19/23 – 07/01/23		30 Days
Presentations by selected Contractors	TBD	07/07/23		
Submit recommendation to Board of Commissioners		07/17/23		
Anticipated Award Contract (60 days from 06/01/23)		08/01/23		

~End of This Section~

5. TERMS AND DEFINITIONS:

- **Annexed Area:** Refers to any area contiguous to the Contract Area that is added to the boundaries of Unincorporated Spalding County by any method of annexation.
- **Billing Month:** Means the calendar month.
- **Bulky Items (or Bulky Waste):** Stoves, refrigerators, water tanks, washing machines, furniture, television sets, audio equipment and similar household appliances and (other waste materials other than construction debris, tires, or hazardous waste) with weights or volumes greater than those allowed for containers or carts. The estimated area size of bulk would be 6x6x6.
- **Cart:** A receptacle with capacity between 90 and 100 gallons, with wheels and a tight-fitting lid, provided by Contractor, designed for the purpose of curbside collection of refuse.
- **County Employee:** An employee of the County subject to its personnel policies.
- **Collection Schedule:** Refers to the defined days of collection authorized by the county.
- **Company:** Refers to a service provider that has been selected by the County to provide services required by this RFP.
- **Contract Administrator:** Refers to the County Manager or someone designated by him or the Board of Commissioners to represent the County in connection with any contract resulting from this RFP.
- **Contract Area:** Refers to the area(s) of the County, including any Annexed areas within which services will be provided by the Contractor, during the term of the contract and any extensions, if granted.
- **Contract Documents:** The Request for Proposals, Instruction to service providers, Definitions, Contractor's Proposal, the contract, the contract Performance Bond, affidavits as referenced and required in this RFP and/or the contract and any addenda or changes to the foregoing documents agreed to by the County and the Contractor.
- **Contract Coordinator:** Refers to a County employee(s) who observes the operation to ensure that such services are performed in compliance with the contract agreement and County Code.

- **Contractor:** Any corporation, partnership, individual, sole proprietorship, Joint Stock Company, joint venture, local government, solid waste authority or any other private or public legal entity that has submitted a bid which conforms in all material respects to the requirements set forth in the RFP, and which may also be referred to herein as “Franchisee”.
- **Curbside:** Means that location with respect to a residence which is most immediately adjacent to a County Street or State or Federal Highway.
- **Customer:** Refers to residents of Unincorporated Spalding County who receive residential solid waste collection services from contractor in the Contract Area.
- **Disposal Site:** A refuse depository including but not limited to any MSW landfills, transfer stations and waste processing/separation centers licensed, permitting, 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.
- **Effective Date:** Refers to the date that the contract between the County and the Company is fully executed and in effect.
- **Evaluation Committee:** Refers to a committee appointed by the County responsible for determining the best Contractor for the Services described in this RFP.
- **Extraordinary Circumstances:** Defined as a significant event or condition(s) that result in excessive amounts of debris as determined by the County.
- **Hazardous Waste:** Means materials (whether solids, liquids, or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead based paints, infections or infected wastes radioactive materials, and petroleum based products, offal, fecal matter, explosives, flammable substances, and any waste, substance or material that under any federal, state, or local environmental law is deemed hazardous, toxic, a pollutant, or contaminant, including, without limitation, any substance defined or referred to as a “hazardous waste,” a “hazardous waste”, a “toxic substance”, or similar designation under any federal, state, or local environmental law.
- **Holidays:** Holidays observed by your company.

- **Illegal Dumping:** Means dumping waste in a manner inconsistent with local laws, regulations or ordinances, officials or by placing waste in unauthorized rights of way operated by the County such as streets, alleys, street medians, or any property designated for public use, or other areas inconsistent with applicable rules for waste disposal.
- **MSW Landfill:** Means a disposal site for disposing of municipal solid waste.
- **Missed Collection:** Refers to a properly prepared Refuse item or garbage receptacle (cart) not picked up on the scheduled collection day for a county resident.
- **Multi-Family Unit:** Individual residential units in a multi-family structure (i.e. apartment building) which units are not separately owned, but are owned by one common entity, for which refuse collection is using dumpsters or carts.
- **NTE:** Not to Exceed
- **Principal:** Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture, or other entity, who or which owns or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture.
- **Producer:** An occupant of a Resident Unit or Commercial and Industrial Unit who generates Refuse.
- **Request for Proposal:** Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the instructions set forth herein (hereinafter “RFP”).
- **Residential Solid Waste:** Shall mean “Municipal Solid Waste” as defined by Georgia Law, which includes any garbage or refuse from a residential unit.
- **Residential Unit:** Means (a) A free standing structure constructed for use as a residence, or (b) a residential unit within a multi-family structure for which refuse collection requires use of a Cart and or defined in the County Ordinance.
- **Roll-Off-Containers:** To be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cubic yards either open top or enclosed compactor type.
- **Services:** The services as agreed to by the parties by contract entered into pursuant to this Request for Proposal.

- **Solid Waste:** Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, and other Solid Waste excluding yard waste. Solid Waste shall not include discarded building materials, trees, brush and other materials resulting from the activities of building Contractors, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt, and trash from land clearing, and other materials requiring special handling.
- **Solid Waste Franchise Agreement (or Franchise Agreement):** The Agreement awarded to the successful bidder selected by the County, which will be effective upon adoption of the Proposed Amended Solid Waste Ordinance referenced below, approval by the County Board of Commissioners, and execution by both parties.
- **Solid Waste Ordinance:** The Spalding County Solid Waste Ordinance as repealed or amended and replaced by the Proposed Amended Solid Waste Ordinance, which will be adopted by the County Board of Commissioners prior to the Effective Date of the Solid Waste Franchise Agreement awarded to the successful bidder as Contractor or Franchisee therein.
- **Staff:** Refers to all employees of the Company who perform services for the County.
- **Street:** A public or private way used for public travel.
- **Submission Date:** Refers to the date and time Proposals for the RFP are due to the County.
- **Term:** The initial term of the Contractor's performance of Services pursuant to the Agreement shall be for one (1) Year ("**Initial Term**") commencing upon the contract start date. Upon expiration of the Initial Term, the Agreement shall automatically renew for up to four consecutive one (1) year terms ("**Renewal Terms**") unless either party terminates the agreement as provided in the contract between the parties.

Any definition provided herein incorporates by this reference the statutory definition of certain terms provided in the Georgia Solid Waste laws and the County's Solid Waste Ordinance.

~End of This Section~

6. SECTION C- INTRODUCTION:

6.1 General

The County is advertising for qualified service providers to provide curbside solid waste collection services, and for the Operation and upkeep of Two (2) Convenience Centers located in Unincorporated Spalding County, Georgia as an exclusive Franchisee.

6.2 Purpose

The County is advertising for qualified service providers to provide curbside solid waste collection services, and for the Operation and upkeep of at least Two (2) Convenience Centers located in Unincorporated Spalding County, Georgia as an exclusive Franchisee, in order to:

- Support the overall cleanliness of the County and enhance the quality of life of local citizens and residents.
- Secure services at a rate that best suits the needs of the County granting an exclusive Franchisee to a Contractor for residential solid waste collection services.
- Extend street and road life by minimizing heavy truck traffic throughout the County.
- Consolidate collection days to minimize the number of days materials are set out and minimize littering.
- Provide a basic level of solid waste reduction and disposal needs of residents of the Unincorporated County.

6.3 Term of Contract

In accordance with Georgia Code §36-60-13, the initial term of any contract awarded as a result of the RFP will be one (1) year from the contract start date. There will be annual renewals thereafter for an additional four years renewed automatically unless the County's Board of Commissioners votes to terminate the contract in a duly noticed meeting of the Commissioners in accordance with the agreement of this contract. The successful Contractor will not imply that the provision to extend the initial term of the contract is an obligation of the County or future Board of Commissioners to renew the contract.

6.4 Use of Subcontractors

It is understood that the primary Contractor responding to this request for proposal may not have the capability to undertake all the tasks outlined in the RFP. The successful candidate may develop agreements with subcontractors to provide and manage the full scope of services requested by the County. The Contractor's proposal shall include the reason(s) why the Contractor needs to use a subcontractor, for what services the subcontractor is or will be needed, and how it

intends on ensuring the subcontractor complies with the terms and conditions of any agreement entered into between the County and Contractor. If the Contractor proposes to use one or more of the subcontractors, the proposed subcontractor must be clearly identified and noted in the proposal when it is submitted and approved by the County. The County must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the County a party to such subcontract or subjecting the County to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligations under any resulting contract. Subcontractor is subject to the same contractual conditions as the Contractor including all federal, state, and local regulations and ordinances, and Contractor shall ultimately be responsible to the County for any work or services performed by the Contractor or its subcontractor(s).

6.5 Addenda to RFP

The County reserves the right to amend or clarify this RFP by addenda. No questions or request for additional information may be submitted 15 days prior to the Submission Date. Addenda may be issued by the County no later than fifteen (15) days prior to the Submission Date. All addenda issued will become part of the original or modified RFP document.

The addenda will be posted to the Spalding County website www.spaldingcounty.com. The Contractor must acknowledge receipt of each addendum, if any, in a cover letter accompanying its proposal.

6.6 Selection of Successful Contractor

The selection criteria provided herein describe the procedures for evaluation of proposals submitted to the County. The County will select the Contractor that best serves the interests of the Board of Commissioners and the residents of the Unincorporated Spalding County. The Board of Commissioners reserves the right to waive any irregularities or inconsistencies in the submitted proposals and reject any or all proposals.

Selection Criteria:

Categories/Questions	Rating *	Weight **	Total ***	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established		10		
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives		10		
Efficiency Establishing course of action for efficient production, exhibiting evidence of well thought out project planning		10		
Integrity Past record of performance, quality of work, competency		20		
Adaptability Equipment ready and available for execution of project.		20		
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms		20		
Cost to Residents Fee proposal amounts required for the provision of Basic Services and additional services as discussed herein.		10		
		Grand Total:		

6.7 Cost of RFP Preparation and Negotiation

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

6.8 Disclaimer

The County and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The County is providing the information contained herein as a courtesy to the Contractor. The County and its advisors neither guarantee nor warranty the information contained in this RFP. It is the Contractor's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

~End of This Section~

7. SCOPE OF SERVICES:

7.1 Basic Service Requirements

(a) Curbside Residential Solid Waste Collection:

The Contractor will collect on a weekly basis all properly prepared garbage from each residence subscribing to collection services on the designated collection day that is contained in a single garbage receptacle (or cart) provided to each resident by the Contractor. The Contractor will handle all serviced collection containers in a manner that avoids damage to the container, the road, curbs, road signs, or other fixed items within the rights-of-way. Containers will be returned to the designated setout location at each residence, they will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 7:00 a.m. and 7:00 p.m. Contractors MUST adhere to the designated collection times and must be completed in a sanitary manner. The Contractor's employees will immediately pick up trash spilled by the Contractor. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

(b) Back-Door Service:

Solid Waste Collection will typically occur at the curb; however, the Contractor will provide back-door collection services at no additional cost for those customers that can provide documentation from their health care provider that prevents them from placing the cart in the designated area.

Contractor's employees servicing backdoor collection will be required to follow regular walking patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to danger by vicious animals to accomplish collection.

(c) Other Residential Solid Waste Collection:

Basic Services shall also include collection of Residential Solid Waste from Customers at least once per week at the convenience centers operated by the Contractor.

(d) Bulky Items (Bulky Waste):

Basic Services shall also include collection of up to 5 cubic yards of bulky items/bulky waste from Customers at least once per week at the convenience centers operated by the Contractor.

7.2 Additional Services

(a) Optional Back-Door Service:

In addition, the Contractor will provide the same back-door service described in Section 7.1(b) to any County Resident customer for an additional cost as proposed by the Contractor in its bid, and if the County determines that amount is reasonable and serves the best interest of the County and its residents.

(b) Additional Cart:

In addition, the Contractor will provide each resident with the option to have one additional garbage receptacle (or cart) for an additional cost to the customer as proposed by the Contractor in its bid, and if the County determines that amount is reasonable and serves the best interest of the County and its residents.

(c) County Owned Buildings:

In addition, the Contractor will provide, at no cost to the county, collection services for the following locations:

1. Spalding County Sheriff's Office, compactor plus 40-yard for cardboard collected one (1) time per week.
2. Corrections Institute, compactor plus 40-yard for cardboard collected one (1) time per week.
3. Construction Maintenance, one (1) household, one (1) construction and debris (C&D) one (1) time per week.
4. Public Works, one (1) household one (1) time per week.
5. Secondary location for Public Works, (known as the 'Hill'), one (1) construction and debris (C&D), one (1) scrap metal, one (1) bulky collected two (2) times per month.

(d) Normal Business Needs:

Contractor will provide a discounted price for 40-yard containers for occasional needs. The discounted price will include delivery and pick-up from the job site. Spalding County will incur the cost for landfill disposal.

7.3 Suspension of Collection Services

Collection service may be suspended due to extreme weather or declared emergencies issued by either federal, state, or local agencies with proper authority such as GEMA (Georgia Emergency Management Agency). The Contractor will stop all work when so directed by the County during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If curbside collection is suspended, the Contractor will perform curbside collection service on the next regular collection day.

Pickup days will not be reduced by holidays but may be combined with proper notice to the customers. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. The County must approve any schedule changes in advance, and the Contractor must submit any proposed changes in writing thirty (30) days in advance so that proper approval can be granted. The contractor must provide a list of the holidays observed by the company.

7.4 Collection Equipment

The Contractor will keep all equipment in safe operating condition and in proper repair in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, the vehicle identification number and Contractor's telephone number printed on each side.

No advertising will be permitted on vehicles of any type, and all vehicles will be secure and prevent leakage of any fluids or littering of materials collected. All vehicles used for collection of household garbage/trash will have a fully enclosed metal top. All loading doors and cab doors must be closed before a vehicle is placed in motion, and vehicles will not be overloaded as to scatter refuse, but if for any reason Residential Solid Waste is scattered, it is the responsibility of the Contractor to immediately pickup scattered matter, which escapes during transport. If a vehicle has a malfunction that causes fluids to leak or spew from the vehicle on County rights-of-way, Contractor will be required to immediately stop operation, clean up the fluid with either a compound or sand to soak up the leakage, and place the resulting matter on the truck. A replacement truck must be called, or repair of the vehicle must be completed prior to proceeding with the scheduled route. All spills or leaks must be immediately reported to the Contract Coordinator and the resulting report shall include the following information:

- The address where the leak/spill occurred. (Area ID number is acceptable if GPS tracking is used).
- Time and date that the spill occurred.
- Type of spill/leak; and
- Detailed description of what caused the leak/spill.

When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the Contract Coordinator who will be responsible for approving that the cleanup is satisfactory and acceptable.

Vehicles are to be washed and maintained in a clean and sanitary condition and be visually presentable when on collection routes. Vehicles are not to disturb or impede vehicular or pedestrian traffic and are not to be left standing on streets or alleys unattended, except as made necessary by loading operations.

The Contractor will promptly repair any damage to any County or Customer property, road, right-of-way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the County or Customer property, road, right-of-way, bridge, or highway to a condition at least equal to that which existed immediately prior to damage infliction, this includes damage and depressions created in the rights-of-way of private yards due to collection activities of Contractor. Repair by Contractor should be fulfilled within one week of notification.

The Carts are and will remain the property of the Contractor, and the Contractor will replace any lost or damaged containers without charge to the County or the customer being served except where the customer is known to have willfully removed or damaged a Cart. In such incidences that the customer willfully damaged or removed a Cart then the customer shall be subject to be charged a fee to repair or replace the Cart. The charges for the replacement of items such as lids and wheels will be part of the technical proposal. Also, the Contractor should have or plan to have at least 1% of the total amount of containers (after each customer has received one) on hand to serve as replacements for damaged or lost containers. Lost, damaged or stolen containers should be replaced within one week of Contractor receiving notification.

7.5 Missed Collections and Complaint Handling

If a collection from a subscribing address is missed, the Contractor will return to collect the Residential Solid Waste. Any missed collection will be handled within a 24-hour period falling on the next business day of notification or during the next scheduled work shift, whichever is sooner.

The Contractor should note and document via dated photo and/or RFID tracking device, any container that is not located in the designated pickup area after a complaint has been logged.

In the case of complaints regarding collection service or related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or Contract Coordinator submitting the complaint. The Contractor will work cooperatively with the subscribing households and/or County to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide prompt handling of complaints from the County or its citizens by maintaining a physical office and office staff in Spalding County, Georgia, that can receive, record, report, and handle complaints. Such staff will be available during regular business hours, Monday through Friday, and the Contractor must provide a message service during

weekends, holidays, and after hours. The Contractor will ensure that its employee's always serve the public in a professional courteous manner even when handling customer complaints.

The Contractor is expected to maintain a log of every complaint lodged against them and report them to the County upon request by the County. A monthly report should be submitted to the County that must contain: (1) detail of the complaint lodged to include, time, day, date, and nature of the complaint; (2) a statement of the resolution of the matter or plans on how it plans to resolve the matter; (3) a daily staffing summary; and (4) a report showing disposed tonnage itemized on a per day basis. The monthly report should be received within ten (10) days of the end of the month when missed collections have been reported as part of the County's required complaint handling procedure. It is the expectation of the County that 98% of all complaints be satisfactorily handled within 24 hours of receiving the complaint.

7.6 Breach of Franchise Agreement:

Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise Agreement or violation of the Solid Waste Ordinance by Franchisee, including but not limited to missed collections, failure to provide timely and complete reports required under the Agreement, violation of any provision of the Solid Waste Laws or the Solid Waste Ordinance, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or otherwise reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect to terminate the Franchise Agreement, and may be entitled to liquidated damages, reasonable attorney's fees, and may also impose sanctions, all as will be provided in the Franchise Agreement.

7.7 Payment to Contractor

As part of the Franchise Agreement, the Contractor will have the right and responsibility for billing and collecting fees from all of its subscribing Customers as proposed herein and as agreed in the Franchise Agreement.

7.8 Public Education

The Contractor will provide public education materials (English & Spanish) about disposal, residential garbage, and bulky waste collection. The Contractor shall also notify Customers that Contractor will not be collecting yard trimmings or vegetative debris, which may still be disposed of at the Spalding County collection centers. The first-year public education material shall be distributed via USPS mailings or door to door method, on a quarterly basis. After the first year the

Contractor is required to distribute public education material on a semi-annual basis via USPS mailings or door to door method. At all times, the Contract shall provide this public education material on its website. The education materials will include, but not be limited to details of items accepted at Convenience Centers such as bulky waste, collection schedules, locations for collections and all other information deemed pertinent to the proper collection and disposal of household waste to include how to dispose of paint, tires, light bulbs, batteries, oil, and other household items.

7.9 Personnel

The Contractor will assign qualified drivers, other employees, and qualified manager(s) to perform its operations within the County and will provide the name, address, and telephone number of the manager(s) to the County prior to the Effective Date of any Agreement awarded hereunder. The manager(s) cannot be changed without written notice to the County's Contract Coordinator.

7.10 Statement of Work

All residential solid waste collected will be delivered to a permitted municipal solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Spalding County reserves the right to implement a flow control ordinance at its discretion. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The Contractor will perform the work as outlined in this RFP in a competent, qualified, diligent, and efficient manner. The pickup and removal of hazardous waste is not included in this service, and any such waste shall not be intermingled with the residential solid waste that is the subject of this RFP and any contract entered into with the selected Contractor.

7.10.1 Reporting

Before disposal, all solid waste collected from waste generators in the County at curbside or at the convenience centers will be weighed and recorded. The Contractor will provide the County with a quarterly tonnage report, which contains all information the Contractor and/or the County must report quarterly to Georgia EPD, within twenty (20) days of the end of the quarter for which the data was collected. The Contractor will maintain the reports and supporting information for a period of five (5) years, which will be made available for County inspection upon reasonable request.

The Contractor will also be responsible for maintaining and submitting reports on a quarterly and annual basis. Failure to submit reports within the mandated timeframe will result in a fine of fifty dollars (\$50.00) for each day the report is not submitted.

7.10.1.1 Quarterly Reports

Quarterly reports must be submitted to the County by the twentieth (20th)

day of the month following the end of the quarter for which the data was collected and shall include the following information:

- a) A cover letter that abstracts the report and highlights major accomplishments, problems, trends, and other pertinent information for the associated quarter.
- b) Complaints/resolution summary for the associated quarter.
- c) Daily route sheet with attached disposal site weight ticket for the associated quarter.
- d) Convenience Center participation for the associated quarter.
- e) Tonnage summary reports for the associated quarter as required in 7.10.1.

7.10.1.2 Annual Report

The annual report shall include a compilation of the quarterly reports for the associated year, and a detailed audit of all active pickups for the year. This obligation to submit an annual report shall survive the termination or expiration of any Agreement. The annual report should be submitted to the County no later than thirty (30) days following every twelve (12) month period of the Agreement.

7.11 Carts:

The Contractor will offer all households in the Unincorporated County lidded, wheeled garbage receptacle with a capacity of 90 to 100 gallons (“Cart”). The Cart will be at no cost to the County or customer and will be wholly owned by or leased to the Contractor. The Cart will bear the name of the Contractor and will be maintained by the Contractor and will remain in good repair and function properly. The Contractor will provide containers to each household within thirty (30) days of the Effective Date of the Agreement. The container will remain the property of the Contractor who will be responsible for replacing faulty or damaged carts at each household. If the household is deemed responsible for the necessary replacement, an appropriate fee may be assessed to the customer. The Contractor will keep on hand no less than 1% of the total amount of containers (after each customer has received one) to serve as replacements for damaged or lost Carts.

7.11.1 Termination of Service

If the Franchise Agreement is terminated by the County or Contractor, Contractor shall leave its Cart at each residence for the earlier of (60) days following termination or the date when Contractor is first notified that a replacement Cart has been provided to the resident.

7.12 Convenience Center:

The Contractor will be responsible for the Daily operation of at least Two (2) Convenience Centers for use by Customers. The Contractor will allow Customers to utilize the centers for a reasonable charge as proposed by Contractor in this bid or as otherwise approved by the County.

The Contractor shall be responsible for identifying its Customers at the Convenience Centers and shall have the ability at each site to easily identify subscribed Customers to allow for timely dumping. These centers shall allow Bulky Waste and Residential Solid Waste as allowed by the Solid Waste laws and the County's Solid Waste Ordinance. The Contractor will notify the public of the collection schedule at the time service is established and shall at least be open for business weekly on Friday and Saturday unless holiday hours apply.

7.12.1 Reporting

Before processing Bulky Items and Residential Solid Waste collected at the convenience centers, the Contractor will weigh and record the amount of materials collected. The Contractor will provide the County with a quarterly tonnage report of Bulky Items and Residential Solid Waste as stated in Section 7.10.1. The report shall be given to the County's designated contract representative within twenty (20) days of the end of the quarter 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's inspection. Failure to provide documentation within the mandated time frame will result in the Contractor being assessed a fee of fifty (\$50.00) dollars per occurrence per day the report is not submitted.

8. Fee Schedule:

8.1 Indicate the fee for service to be charged for each service listed below, which shall remain confidential until the final award of the contract is made, the project is terminated or abandoned, or the County takes a public vote regarding the proposal, or rejects all proposals, whichever comes first. ***Any charges or surcharges assessed as a result of fuel costs should be negotiated on at least an annual basis to accurately reflect costs associated with fluctuating prices.***

Base Contract 1 Year (with 4, 1 year renewal periods)

Fee Proposal:

1. Basic Services (2 convenience centers): _____ per month per Customer for:
 - 1.1 Weekly Curbside collection of Residential Solid Waste from Customers with back-door service for covered individuals at no additional cost;
 - 1.2 Collection of Residential Solid Waste from Customers up to once per week at two (2) convenience centers; and
 - 1.3 Weekly collection of up to 5 cubic yards of Bulky Items from Customers at two (2) convenience centers.
2. Basic Services (4 convenience centers): _____ per month per Customer for:
 - 2.1 Weekly Curbside collection of Residential Solid Waste from Customers with back-door service for covered individuals at no additional cost;
 - 2.2 Collection of Residential Solid Waste from Customers up to once per week at four (4) convenience centers; and
 - 2.3 Weekly collection of up to 5 cubic yards of Bulky Items from Customers at four (4) convenience centers.
3. Additional Services:
 - 3.1 Additional Fee of _____ per month per Customer for optional weekly back-door collection of Residential Solid Waste from non-covered Customers; and
 - 3.2 Additional Fee of _____ per month per Customer for an additional Residential Garbage Cart fee, when applicable;
4. Change in Fee Proposal if Cart is equipped with RFID Technology or Equivalent vs. using Carts without RFID Technology or Equivalent: _____ per Customer per month.

5. Dumpster, if applicable: _____;
6. Roll Off Containers, if applicable: _____;
7. Fee Proposal for Special Events or Christmas Holidays, including an explanation of how the fee would be charged and the price per unit, and including delivery and removal of waste generated if relevant to the proposed fee; and
8. Fee Proposal for Illegal Dumping Pick-ups/per ton the Contractor would charge to the County on an emergency or as needed basis including an explanation of how the fee would be charged and the price per unit and including delivery and removal of waste generated if relevant to the proposed fee.

8.1 Franchise Fee Agreement:

The Contract that will be awarded to the Contractor will be a Franchise Agreement where the Contractor is required to comply with the County's Solid Waste Franchise Ordinance, and all contractual requirements of a Franchise Agreement and pay a fee of \$3.00 per ton of waste collected in the Contract Area to the County in exchange for the exclusive right to collect and dispose of waste in the County pursuant to and for the Term of a valid and binding Franchise Fee Agreement between Contractor and the County.

~End of This Section~

9. Technical Proposal Requirements:

9.1 Introduction

The following section will introduce all potential contractors to the specific information requested regarding each of their proposal for solid waste collection services in the Unincorporated Spalding County, Georgia.

9.1.1 Overview

The Contractor will provide detailed information to demonstrate its understanding of the services requested.

9.1.2 Documents

The County is not interested in elaborate brochures; all documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits photographs, or other information necessary to facilitate the County's ability to accurately evaluate the proposal.

Proposals shall include a USB drive including the entire proposal in a searchable format such as Adobe Acrobat.

9.1.3 Cover Letter

The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Contractor. The cover letter shall provide the name, address, telephone, and facsimile numbers of the Contractor along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the County. The cover letter shall present the Contractor's understanding of the project, a summary of the approach to be undertaken to perform the services, as well as a summary of the costs to provide the services.

9.1.4 Executive Summary

The Contractor shall submit an executive summary, which outlines its proposal, including the proposed general management philosophy. The executive summary shall at a minimum include identification of the proposed project team, assign a company point of contact for the project, give the responsibilities of the project team, and provide a summary of the proposed services. This section should highlight aspects of the company's proposal which make it superior or unique in addressing the needs of the County.

9.1.5 Submission

The Contractor shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals shall be packaged and sealed separately. ***Do not include pricing in your proposal other than in the sealed Fee Proposal portion of the proposal.*** Contractors are reminded that under Georgia Law, all opened documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection to the extent permitted by the Georgia Open Records Act and will be exempt from disclosure to a third party to the extent permitted by the Georgia Open Records Act. Should you believe that your response contains any trade secrets/proprietary information/data, you must submit an affidavit with your response in the form and with the content required by O.C.G.A. §50-18-72(a)(34). All proposals and supporting documents will be submitted in accordance with the “**Instructions to Contractors**” section.

9.2 Personnel Experience

9.2.1 Company Principles

Provide a biographic overview of the company’s key principles.

9.2.2 Staff

The Contractor shall provide, in this section of the proposal, a description of key staff and personnel that will be assigned to effectively facilitate the requirements of this project. This description will include, at a minimum, the number of permanent employees, part-time employees, and an organizational chart reflecting local and corporate assignments and responsibilities. Specifically, the Contractor must identify what priority will be placed on this project and how the firm intends to provide the initial management and staff.

9.2.3 Resumes

The Contractor shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and corporate. Each resume shall include at a minimum:

- Position/Title
- Tenure with the Contractor
- Education
- Overall experience
- Other related information pertaining to the work to be performed

9.3 Approach

9.3.1 Project Methodology

The Contractor shall provide in this section of the proposal a description of the method(s) that will be used for all areas of Section 7. All program services must be described.

9.3.1.1 Transition

The Contractor shall provide a plan for the seamless transition of services from either the previous service provider or the County. This plan should include the delivery of collection Carts, the distribution of education materials to residents and/or businesses to be served, new collection schedules, and services to be provided. The transition plan should be received by the County within thirty (30) days of notice of contract award.

9.3.1.2 Collection Schedule

The Contractor shall provide in this section, the proposed schedule for Residential Garbage, and for subscribing households within the County.

9.3.1.3 Equipment

In this section the Contractor will provide the County with a comprehensive list of all equipment proposed to be used during this contract to inform the County of the number of trucks, trailers, tractors, etc., the Contractor intends to use along with vehicle tare weights and disposal site permit numbers that shall be used in fulfilling the contract. The equipment shall be capable of meeting the collection schedule provided. The County will require that all drivers and equipment meet current department of transportation guidelines and federal regulations.

9.3.2 Management of Collected Materials

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

9.3.2.1 Solid Waste

The Contractor will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to dispose of waste generated within the County. The list will include the disposal facility's permit number, current address, contact person, and telephone number for each facility. In addition, the Contractor must submit documentation for the facilities it proposes to use demonstrating at least five years of disposal capacity for anticipated waste generated from the County.

Reduction of solid waste output represents a high priority for the County. Successful proposals will indicate innovative ways the Contractor will work with residents to reduce waste output.

9.4 Company Experience

9.4.1 Experience

The Contractor will provide, in this section of the proposal, a detailed description of similar services or contracts in which the Contractor is presently involved or has completed during the past five (5) years. In particular, the Contractor should reference company experience with public entities that provide billing of solid waste collection and disposal services on a subscription basis.

9.4.2 Capabilities

The Contractor will provide in this section of the proposal a description of the firm's capabilities, any limitations relative to facilities, staff, and ongoing projects or contracts shall be identified and explained. The Contractor should be able to adequately showcase their ability to meet all the standards outlined in this RFP.

9.4.3 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 the increase in customer satisfaction that the Contractor has been able to achieve in environments comparable to other counties in size and complexity.
5. Describe the methodology used to handle a client's unhappy customer. How does the Contractor regain that customer's confidence and retain their loyalty?
6. Describe the emergency plan in place that you will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, torrential rain, or natural disasters which may require a deviation from the normal operating procedure. The emergency plan should address contract monitor notification procedure and include emergency contact information.

9.4.4 References

The Contractor must list local government client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three years with a contact person, telephone number, and explanation for the discontinuations/termination.

9.5 Company Organization

9.5.1 Primary Business

Provide in this section your company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

9.5.2 Records Management

Describe your company's record keeping procedures in detail to include storage, security, accessibility, and duration.

9.5.3 Company History

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

9.6 Fee Proposal Evaluation

9.6.1 Reasonableness

The Fee Proposal shall remain sealed until the Technical Proposals have been opened and evaluated. The respondents whose technical scores rank among the top three proposals will have their Fee Proposals opened and scored. These Fee Proposals will be evaluated for completeness and reasonableness as they relate to the Technical Proposal.

9.6.2 Best Value

The fee proposal is important; however, it will not be the sole 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.

9.7 Proposal Evaluation Factors

It is the intent of the County to evaluate the proposals based on technical merit and price and to choose the Contractor whose proposal best represents 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 opinion of the County, such rejection is in the best interests of the County.

9.7.1 Evaluation Method

Each proposal will be reviewed by an evaluation team assigned by the County Manager. As provided in Section 6.6, the evaluation will involve a holistic review of all material provided with a distinct interest in the following components (in no order of importance):

- Contractor's innovative approach to encouraging and maintaining a sustainable solid waste system.
- Contractor's proven ability to successfully operate similar projects.
- Expertise of key personnel to be assigned to the contract.
- Contractor's proven ability to provide innovative cost-effective service.
- Contractor's proven track record of performance.
- Contractor's cost/fee proposal.

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.

9.7.2 Oral Presentations

The County may request that companies interested in submitting a proposal in response to this RFP make an oral presentation to and/or conduct an interview with the evaluation committee. Presentations may be conducted prior to proposal submission or after proposals have been evaluated or both depending upon the desires of the County, the quality of proposals received, and the recommendation of the evaluation committee.

9.7.3 Negotiations

Following any presentations or interviews, the finalist(s) may be re-evaluated. Should it become necessary, a representative from the County will negotiate with the Contractor whose proposal is determined to be the most advantageous to the County. If negotiations with the highest rated Contractor fail, negotiations will be initiated with the next highest-ranking Contractor, 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.

9.7.4 Contract Formation

If the negotiation process produces a mutual agreement, the draft contract provided herein with any necessary revisions acceptable to the County will be constructed and forwarded to the successful Contractor for execution and then to the County's Board of Commissioners for approval and acceptance.

~End of This Section~

10. General Conditions

10.1 Contract Administration

The Contract Administrator will act as the County's representative during the execution of any subsequent contract and related amendments. The Contract Administrator will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator will be final and conclusive and binding upon all parties to the Contract. Any contractual question arising during the proposal period or during the contract period(s) are to be addressed to the Purchasing Director at 119 E Solomon Street, Griffin, Georgia, 30223; tbass@spaldingcounty.com. All questions must be submitted in writing.

10.2 Contract Coordinator

The Contract Coordinator will be a representative of the County as designated by the County Manager. The representative shall provide the successful Contractor direction and monitor the results within the limits of the contract's terms and conditions. The representative will evaluate the quality and acceptability of services performed. The representative will judge the accuracy of quantities submitted by the successful Contractor in payment requests and the acceptability of the services which these quantities represent. The representative will be the point of contact for developing contract changes and amendments to be approved by the County and executed by the Contract Administrator. Any technical questions arising after contract award are to be addressed to the Contract Coordinator.

10.3 Notice of Award of Contract

As soon as possible, after receipt of proposals, the County will notify the successful Contractor of its intent to enter into a contract agreement. If an Award of Contract has not been made within 90 days of the proposal opening date or within the extension mutually agreed upon, the Contractor may withdraw its proposal without further liability on the part of either party.

10.4 Execution of Contract Documents

- a Within fifteen (15) days after the Board of Commissioner's approval, the County will furnish the successful Contractor the confirmed copies of the Contract Documents for execution.
- b Within fifteen (15) days after receipt of the Contract Documents, the successful Contractor will return all the documents properly executed. Attached to each document will be the certificate of insurance and proper licenses required by Federal, State, or Local authorities.

- c. Within seven (7) days after receipt of the Contract Documents, executed by the successful Contractor, certificates of insurance, and license(s), the County will complete the execution of the documents as applicable. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

10.5 Insurance; Bonding

10.5.1 Insurance

- (a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County's request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days' notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000. Franchisee shall ensure the County is named as an "**Additional Insured**" on each such policy.

<u>Coverages</u>	<u>Minimum Limits of Liability</u>
Worker's Compensation and/or Employer's Liability Insurance	Statutory; \$1,000,000 per occurrence
General Liability and Property Damage (except Automobile)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	\$1,000,000 per occurrence single limits
Damage Liability	\$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

- (b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.
- (c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

10.5.2 Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every one of its obligations under this Franchise and the Solid Waste Ordinance.

10.5.3 Proposal Security. Each proposal shall include proposal security equal to twenty thousand dollars (\$20,000) in the form of a bond or cashier's check. No proposal will be considered unless it is accompanied by a certified check or bond issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County. Proposers are required to honor their proposals with this Proposal Security for ninety (90) days after submittal of the proposal as stated in the RFP.

10.6 Quantities

None of the various County departments, agencies, or employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, as a result of this RFP.

10.7 Indemnification

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

10.8 Suspension or Termination of Services

The anticipated contract between the successful Contractor and the County can be terminated based on any of the following reasons:

- a. The County electing, in writing, not to exercise any of the one-year Renewal Terms by providing advance notice to Contractor not more than sixty (60) or less than thirty (30) days prior to the commencement of the Renewal Term.
- 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 the above conditions occur, the County shall have the authority to terminate the contract with written notice to the successful Contractor. The successful Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Any termination of the successful Contractor's services shall not affect any right of the County against the successful provider then existing or which may thereafter occur. Any retention of payment of monies by the County due to the successful Contractor will not release the successful Contractor from compliance with the contract documents.

10.9 Transition Services upon Termination

Upon termination or expiration of the contract, the Contractor will cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another Contractor 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 will perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself as described in this RFP, and the County will pay for such service at the rates set forth in this agreement. Transition services may include but not be limited to the following:

- a. The Contractor agrees to work amicably with the County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the services; and

- b. For a period not to exceed 60 days after the Term of the Agreement, the Contractor must leave its receptacles at each residence to be serviced by a contractor selected by the County to allow the County and any new contractor a reasonable amount of time to provide new Carts to the County residents.

10.10 Assignments

The successful Contractor will not add to the whole or any part of this contract or any monies due or to become due hereunder without written consent of the County. In case the successful Contractor assigns all or any part of any monies due to become due under this contract the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Contractor shall be subject to prior lien of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services required under this contract.

10.11 Laws and Regulations

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

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

10.12 Force Majeure

The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this agreement and such failure or delay shall not be deemed a default of this agreement and such failure or delay shall not be deemed a default of this agreement or grounds for termination hereunder if all of the following conditions are satisfied: (1) if such failure or delay (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be

circumvented by the non-performing party through the use alternate sources, workaround plans, or other means, and (ii) if and to the extent such failure or delay is caused directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil defense civil disorders, rebellions, or revolutions, or court order.

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

Upon the occurrence of a Force Majeure Event, the Contractor will immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay of the occurrence) and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Contractor from performing its obligations for more than five (5) days, the County may terminate this agreement.

Strikes, slow-downs, sick-outs, general labor shortages, walkouts, lockouts, and individual disputes are not excused under this provision.

10.13 Notice and Service Thereof

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

10.14 Schedule, Reports, and Records

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

10.15 Changes in the Contract

10.15.1 Changes in the Service

The County may at any time as the need arises, requests changes within the scope of the services without invalidating the Contract Agreement. So long as it does not increase or decrease the cost to the Contractor or make performance of the contract commercially unreasonable or economically infeasible. The Contract Administrator may also at any time request changes in the scope of the services through a mutually agreeable Contract Amendment.

10.15.2 Changes in Fee

The Fees proposed by the Contractor that are paid by residents as well as the Franchise Fee paid to the County by the Contractor shall be changed only by a mutual written agreement by the Contractor and the County transmitted as a Contract Amendment. The Contractor shall, when required by the County, furnish to the County the method and justification used in computing the requested change in fees as related to the services ordered.

10.15.3 Changes in Contract Period

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

10.16 Payments by Customers

The Contractor shall bill each subscribed Customer monthly. The Contractor will notify the County monthly of each subscribed Customer for which service was discontinued due to non-payment to allow the County to monitor waste disposal within the County as required by the Solid Waste Ordinance.

10.17 Choice of Law; Forum Selection

Georgia law applies to any suit between the County and the Contractor. The Contractor must irrevocably agree and consent to any legal action or proceeding between it and the County arising out of or relating to the Franchise Agreement

occurring in a Court of competent jurisdiction located in Spalding County, Georgia. The contractor, by the execution and delivery of this agreement, expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis. In no event shall any contract include any provision requiring the County to conduct alternate dispute resolution proceedings anywhere other than in Spalding County, Georgia.

10.18 Authority of Contractor to Act

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

10.19 Occupation Tax

All contractors and subcontractors shall have a current Occupation Tax Certificate and shall furnish certificate and license numbers prior to entering into a contract with the County and will have a valid license to operate in Spalding County.

10.20 Responsibilities of the Contractor

10.20.1 Subcontractors, Manufacturers, and Suppliers

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

10.20.2 Contractor's Employees

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

10.20.3 Payment for Labor and Materials

The Contractor will pay and require his/her subcontractors to pay all accounts for labor including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay all accounts for services, equipment and

materials used by him/her and his/her subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the County, the Contractor will furnish proof of payment of such accounts to the County.

10.20.4 Attention to Work

The Contractor, acting through his representative, shall give personal attention to and shall manage the services so that they shall perform the services so that they shall be executed faithfully. When his/her representative is not personally present, his designated alternate shall be available and shall have the authority to act on the contract.

10.20.5 Employee Safety

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

10.20.6 Public Safety and Convenience

The Contractor will conduct his/her work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property.

10.20.7 Cooperation in Disasters

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

10.20.8 Disposal Facilities

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

10.21 Compliance with Laws

The Contractor must be fully informed of all existing and future Federal, State and Local laws, regulations, local ordinances, rules and regulations, and any orders and decrees, which in any manner affect those engaged or employed in their services, the materials used in the services, or in any way affect the conduct of the services of Contractor.

The Contractor shall at all times observe and comply with, and cause all of his/her agents, employees and subcontractors to observe and comply with all such

existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify the County, its officers, employees and agents against any claim of liability arising from or based upon violation of any such law, ordinance, regulation, order or decree by any agent, employee or subcontractor.

11. Representation

11.1 Non-Discrimination

- a. The Contractor agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, sexual orientation, age, national origin, or disability.
- b. The Contractor agrees that it will inform the County of any alleged violation(s) of employment practices involving any employee(s) who work on the project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other Federal or State compliance agency. The Contractor will also inform the County of the final disposition of such cases.

11.2 Drug-Free Workplace

The County is a drug-free workplace employer, and any contractor or subcontractor shall comply with this policy with no exceptions. The Spalding Board of Commissioners has adopted a policy requiring County Contractors to provide a drug-free workplace in the performance of any County contract. The Contractor hereby certifies that it has, or it will within thirty (30) days after execution of the contract complete the following:

- a. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specify actions that will be taken for violations of such prohibition.
- b. Establish a drug-free awareness program on inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations.
- c. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
- d. Impose a sanction on or requiring the satisfactory participation in a

drug counseling rehabilitation or abuse program by an employee convicted of a drug crime.

- e. Make a good faith effort to continue to maintain a drug-free workplace for employees, and any employees affiliated with the Contractor.
- f. Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.
- g. Complete the attached Drug-Free Workplace Certification and submit it as a part of the proposal packet.

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

~End of This Section~

12. SECTION I – Required Affidavits and Certifications

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under Proposal, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Title

Date

VENDOR AFFIDAVIT AND AGREEMENT

(Failure to submit this form will render the Proposal non-responsive; you must use this form, you must be enrolled in this program, and you must include your user ID #).

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Spalding county Board of Commissioners has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. §13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with Spalding County will continue to utilize and participate in the EEV federal work authorization program throughout the term of this 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 Spalding County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by Spalding County. The contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Spalding County at the time the subcontractor(s) is retained to perform such service.

EEV Number

Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS ____ DAY OF _____, 2023.

Notary Public

My Commission Expires: _____

Note: 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 (SS)

REPRESENTATION AFFIDAVIT

(TO BE SUBMITTED)

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

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

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

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

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The undersigned represents and warrants that no official or employee of Spalding County has any interest, direct or indirect, in the proposal or in any contract which may be made under it or any profits expected by the Proposer.

Company Name: _____

Authorized Person: _____

Signature: _____

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

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

Name: _____

Address: _____

Title: _____

Telephone _____

Fax: _____

E-mail: _____

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of Justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
I	False/Misleading Advertisement		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to a civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/Anti-Competitive Business Practices		
b	Consumer Fraud/Misrepresentation		
c	Violations of Securities Laws (State and Federal)		
d	False/Misleading advertising		
e	Violation of Local Government Ordinance		

License Revocation:

	Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in the same?		

Responses: If “yes” is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each “yes” response.

Principals: The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

Name	Address

References: The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the County opportunity to judge as to experience, skill, business standing, and financial ability:

Contact Person	Phone Number	Email Address

CERTIFICATE OF INSURANCE COVERAGE

This is to certify that _____

(Insurance Company)

Of _____

(County of /State)

(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

**Spalding County Board of
Commissioners Purchasing
Department
119 E. Solomon Street
Griffin, GA 30223**

It is further agreed that The Spalding County Board of Commissioners shall be named as an additional insured on the Contractors policy.

1. Insured: _____

2. Project Name: **Solid Waste Collection Services for Spalding County**

3. Project Number: (# E-4) _____

4. Policy Numbers(s): _____

Signature, Authorized Representative: _____

DATE: _____

(INSURANCE COMPANY)

ISSUED AT: _____

ADDRESS: _____

NOTE: Please attach Certificate of Insurance form to this page

(Attach any endorsements)