

# **CITY OF BRUNSWICK GEORGIA**

**May 22, 2017**

## **SOLID WASTE COLLECTION & RECYCLING SERVICES**

### **REQUEST FOR PROPOSALS**

**(#E-4)**



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## SOLID WASTE & RECYCLING SERVICES

### RFP (#E-4)

#### 1. Invitation to Service Providers

The City of Brunswick, Georgia (the City) will receive sealed technical and fee proposals for Solid Waste Collection & Recycling Services until Friday June 16, 2017 at 3:00 p.m. EST for the above referenced services which are described in the attached schedules. The City invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

A pre-proposal conference has been scheduled for Monday June 5, 2017 at 2:00 p.m. in the City Hall 2<sup>nd</sup> Floor conference room, 601 Gloucester Street, Brunswick, Georgia 31520. **All service providers who plan to submit a proposal are strongly encouraged to attend the pre-proposal conference.** Any questions and/or specifications that may need clarification should be submitted in writing, according to the attached schedule, and forwarded to the Purchasing Agent at the below mailing address or email address.

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

J. Aaron Dunham Jr.  
Purchasing Agent  
City of Brunswick  
601 Gloucester Street, City Hall  
Brunswick, Georgia 31520  
[ADunham@cityofbrunswick-ga.gov](mailto:ADunham@cityofbrunswick-ga.gov)

All proposals must be marked **“Proposal for Solid Waste & Recycling Services” RFP (#E-4)**. The envelope must bear on the outside the name and address of the Service provider. No proposal may be withdrawn or modified in any way after the deadline for proposal openings, and no faxed or electronic submissions of proposals will be accepted.

Proposals will be publically opened approximately 30 minutes after the deadline for proposals, and only the name(s) of those service providers responding will be mentioned. All service providers are invited to be present during the proposal opening.

Proposals must be valid for ninety (90) days following the opening date. If the current service provider does not submit the winning proposal then there will be an expectation that the current service provider will not hinder the newly selected service provider during the transition period.

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 City, and the City may request additional information by proposers, including a presentation if deemed necessary to clarify elements of their bid proposals. The City also reserves the right to make independent investigations as to the qualifications of each service provider, including existing customers, or site visits to existing operations.

The City anticipates making a single award; however, it reserves the right to make multiple awards should it deem it in the best interest of the City. Such an award, if any, is projected to be accomplished within sixty (60) days from the proposal opening.

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

~End of This Section~

## 2. Background:

The City of Brunswick, Georgia is located in the southeastern portion of Georgia in Glynn County, nestled along the Georgia coast. Brunswick has approximately 15,800 residents and its chief industry is tourism though it has a major involvement in manufacturing wood pulp and paper products as well as various chemicals derived from pine tree stumps. Brunswick is the second-largest urban area on the Georgia coast after Savannah and contains the Brunswick Old Town Historic District.

Brunswick is located on a harbor of the Atlantic Ocean approximately 40 mi (60 km) north of Florida and 80 mi (130 km) south of South Carolina, Brunswick is bordered on the west by Oglethorpe Bay, the East River, and the Turtle River. It is bordered on the south by the Brunswick River and on the east by the Atlantic Intracoastal Waterway in the Mackay River, which separates it from the Golden Isles.

### Solid Waste Collection:

Currently Waste Management provides solid waste and recycling services for the City of Brunswick, below is the estimated number of monthly pickups that are made within Brunswick's city limits:

TYPE	TOTAL
Residential	4936
Commercial Carts	530
Yard Waste	2500
Illegal Dump Pickups	77.3 tons/month
Unscheduled Pickups	101
Recycling	2250

Currently the City of Brunswick bills all residential and commercial customers monthly and the City pays the contractor on a monthly basis.

Recycling is a customer option and the service will be provided on a weekly basis on the same day as household waste is collected. (As an option the City has provided for bi-weekly {every other week} pick up, whichever option is chosen will apply to all subscribers.)

The successful proposer must offer the following optional services: (These services are to be billed directly to the subscriber and collected by the successful bidder.)

- Additional carts
- Weekly yard trash pickup
- Back Door Service for subscribers that are **NOT** medically certified handicapped shall be billed directly for this service, (those subscribers that are medically certified as handicapped **SHALL NOT BE CHARGED** for this service).

### **3. Instructions to Service Providers:**

#### **3.1 Intent**

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

#### **3.2 Examination**

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

#### **3.3 Determination of Successful Service Provider**

The contract will be awarded, if awarded, to the most responsive and responsible Service Provider according to the criteria provided for in Section D of this RFP.

#### **3.4 Responsiveness**

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

#### **3.5 Proposal Form**

Proposals shall be submitted on the Schedule Forms included herein. The Service Provider will submit an original and five (5) copies of their technical proposal and an original and one (1) copy of their price proposal.

#### **3.6 Submission of Proposals**

It is the responsibility of the Service Provider to have its sealed proposal at the Purchasing Agent's Office at least twenty (20) minutes prior to the time of the opening, if the Service Provider is not attending the opening. Proposals received after the scheduled bid opening time and date will remain unopened and **will not be considered**. Technical and Fee proposals are to be packaged and sealed separately.

The following is how each proposal should be labeled on the outside of the envelope:

Attention: J. Aaron Dunham Jr.  
Purchasing Agent  
City of Brunswick  
Solid Waste and Recycling Proposal  
RFP (#E-4)  
Brunswick, Georgia



**4. SECTION A – PROPOSAL SCHEDULE**

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>	<b>WHO</b>	<b>DURATION</b>
Advertise and distribute request for proposals	12:00 P.M.	May 22, 2017	City	Day 1
Deadline for acknowledgement of receipt and pre-proposal conference RSVP (optional)	5:00 P.M.	June 1, 2017	Service Provider	Day 10
Pre-Proposal Conference	2:00 P.M.	June 5, 2017	City & Service Provider	Day 14
Submission of questions concerning RFP (in writing)	5:00 P.M.	June 9, 2017	Service Provider	Day 18
Summary of questions and responses distributed	5:00 P.M.	June 12, 2017	City	Day 21
Submission of Proposals	4:00 P.M.	June 16, 2017	Service Provider	Day 25
Review of Proposals	12:00 P.M.	June 19, 2017	City	Day 28-31
Submit recommendation to Mayor and Board of Commissioners	6:00 P.M.	June 21, 2017	City	Day 37
Award Contract	TBD	TBD	Mayor & Board of Commissioners	TBD

## 5. SECTION B – TERMS AND DEFINITIONS

- **Annexed Area:** Refers to any area contiguous to the Contract Area that is added to the boundaries of the City of Brunswick by any method of annexation.
- **Billing Month:** Means the calendar month in the term beginning August 1, 2017.
- **Brown goods:** Television sets, audio equipment and similar household appliances whose primary function is not normally associated with a kitchen.
- **Bulky waste:** Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, or hazardous waste with weights or volumes greater than those allowed for containers or carts.
- **Cart:** A receptacle not to exceed 95 gallons, with wheels and a light fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** The City of Brunswick, Georgia.
- **City Employee:** An employee of the City subject to its personnel policies.
- **Collection Schedule:** Refers to the defined days of collection authorized by the City.
- **Company:** Refers to a service provider that has been selected by the City to provide services required by this RFP.
- **Contract Area:** Refers to the area(s) of the City, including any Annexed areas within which services will be provided by the Service Provider, 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 and any addenda or changes to the foregoing documents agree to by the city and the Contractor.
- **Contract Monitor:** Refers to a City employee(s) who observe the operation to ensure that such services are performed in compliance with the contract agreement and City Code.
- **Curbside:** Means that location with respect to a residence which is most immediately adjacent to a City Street or State or Federal Highway.
- **Customer:** Refers to the recipient of collection services, specifically referring to the resident in the Contract Area.
- **Department:** A unit of the City government that encompasses similar staff function, purposes, and goals and operates under the direct supervision of the winning Contractor's Director of Operations or equivalent.
- **Disposal Site:** A refuse depository including but not limited to sanitary landfills transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
- **Drop Box:** An all metal container with lidded or non-lidded cover of not less than ten cubic yards or more than fifty cubic yards in capacity.
- **Effective Date:** Refers to the date that the contract between the City and the Company is in effect.
- **Evaluation Committee:** Refers to a committee as appointed by the City responsible for determining the best Service Provider for the Services described in this RFP.

- **Extraordinary Circumstances:** Defined as a significant event or condition(s) that result in excessive amount of debris as determined by the City.
- **Fee:** A dollar amount inclusive of all Service Provider's costs (overhead insurance, labor, equipment, advertisements, etc.) general and accounting and profit charged for a specific service(s).
- **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 substance," a toxic substance," or similar designation under any federal, state or local environmental law.
- **HDPE:** High Density Polyethylene – Colored or opaque plastic used in laundry product bottles and milk jugs (aka No. 2 plastics).
- **Holidays:** Means holidays observed shall be the same as listed in City Personnel Rules and Regulations which are: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day (Observed), Day After Christmas.
- **Illegal Dump:** Means dumping waste in a manner inconsistent with local laws, regulations or ordinances or by means other than those authorized by government officials or by placing waste in unauthorized rights of way operated by the City such as streets, alleys, street medians or other areas inconsistent with applicable rules for waste disposal. Or any property designated for public use.
- **Landfill:** Means a disposal site for disposing of municipal solid waste.
- **LDPE:** Means low density polyethylene, a type of plastic resin (aka No. 4 plastics)
- **Missed Collection:** Refers to a properly prepared Refuse, Recyclable, Yard Waste and/or Bulk item not picked up on the scheduled collection day.
- **Mixed paper:** Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging. This **does not include** tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.
- **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 using dumpsters and recycling using drop-off carts.
- **NTE:** Amount of fee Not to Exceed regardless of the number of transactions ordered.
- **PAYT:** Pay as you throw, a billing structure that gives customers a financial incentive to recycle and/or generate less waste by assigning a weight or volume based rate to waste containers, and no charge for recycling services.
- **PET:** Polyethylene Terephthalate, clear plastic used in some household cleaning product bottles as well as soda water and sports drink bottles (aka No. 1 plastics)
- **Plastic:** Includes HDPE, LDPE and PET containers.
- **PP:** Polypropylene, a type of plastic resin (aka No, 5 plastic).
- **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.
- **Proposal:** An offer or statement of a price and project description in response to a request for materials or services to be rendered to the City or its employees.
- **Service Provider:** 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.
- **PS:** Means polystyrene a type of plastic, resin (aka No. 6 plastics)
- **PVC:** Means polyvinyl chloride, a type of plastic resin (aka No. 3 Plastics)
- **Recyclables:** Means materials designated by the City Manager to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. For the purpose of this Agreement Recyclables include but are not limited to: (newsprint, aluminum cans, steel cans, clear, brown, or green glass bottles and jars, telephone books, magazines, catalogs, mixed paper corrugated cardboard [without plastic coating], chipboard, #1-7 plastic bottles [PET, HDPC, PVC, LDPE, PP, PS, and all other materials that can be processed and recycled]). Recyclables do not include hazardous waste or items contaminated with food waste.
- **Recycling:** Means any process by which materials which otherwise would become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.
- **Recycling Container:** A Contactor provided container suitable for o-site collection, storage and set out of source-separated recyclables at multi-family and commercial locations.
- **Recycling Services:** Means the collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.
- **Refuse:** Refers to residential refuse and commercial and industrial refuse and shall mean “municipal solid waste” as defined by Georgia Law, Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental or institutional establishments or units as the case may be, unless the context otherwise requires.
- **Request For Proposal:** Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RF procedures and instructions set forth herein.
- **Residential Unit:** A free standing structure constructed for use as a residence by a person or group of persons comprising a family, or (b) a residential unit within a multi-family structure for which refuse collection using carts (or bags) is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- **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.

- **Service Provider:** Refers to a company that has interest and the ability to provide the service required by this RFP.
- **Single Stream Collection:** Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable material. This method increases participation as residents do not have separate recyclable materials, waste is collected separately.
- **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 including yard waste. Solid waste shall not include discarded building materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.
- **Staff:** refers to all employees of the Company who performs services for the City.
- **Street:** A public or private way used for public travel.
- **Submission Date:** Refers to the date and time Proposals for this RFP are due to the City.
- **Term:** The term of the Service Provider's performance of recycling Services pursuant to this Agreement ("Term") shall commence on August 1, 2017 and shall continue through July 31, 2019. Thereafter, unless either party terminates the term by advance notice not more than sixty and not less than thirty days prior to the commencement of the next renewal term. The term shall be extended for an additional consecutive twelve month period. Renewal Term commencing on August 1, 2019. Thereafter, unless either party terminates the term by advance notice not more than sixty and not less than thirty days prior to the commencement of the next renewal term the term shall be extended commencing on August 1, 2021
- **White Goods:** Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances regardless of color.
- **Yard waste:** Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens which are separated from other Solid Waste.

## **6. SECTION C – INTRODUCTION**

### **6.1 General:**

The City is advertising for qualified Service Providers to provide solid waste collection and recycling services for the City of Brunswick, Georgia.

### **6.2 Purpose:**

The City is issuing the RFP to secure curbside collection services for residential household garbage, yard trimmings and recyclable materials in the incorporated and unincorporated areas of the City. The RFP is also to secure dumpster services for the City facilities, parks and special City sponsored solid waste collection events. The purpose of this procurement is to achieve the following goals:

- Secure services at the rate that best suits the needs of the City by consolidating and contracting for household collection services.
- Extend street and road life by minimizing heavy truck traffic throughout the City.
- Consolidate collection days to minimize the number of days materials are set out and minimize littering.
- Provide a basic level of solid waste management services to meet the waste reduction and disposal needs of residents, the City and the State of Georgia.
- Provide a revenue source for recyclables collected within the City.
- Reduce the amount of waste disposed of in local and regional landfills through a robust and marketed recycling program.

### **6.3 Term of Contract:**

In accordance with Georgia Code 36-60-13, the initial term of any contract awarded as a result of this RFP will be three years from the contract start date. There will be annual renewals thereafter for an additional two years renewed automatically unless a majority of the City's Board of Commissioners votes to terminate the contract in a duly noticed meeting of the Council in accordance with the terms of this contract. The successful Service Provider will not imply that the provision to extend the initial term of the contract is an obligation of the City or future Board of Commissioners to renew the contract.

### **6.4 Use of Subcontractors:**

It is understood that the primary service provider responding to this request for proposal may not have the capability to undertake all the tasks outlined in this RFP. The successful candidate may develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City. If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making

the City a party to such subcontract or subjecting the City to liability of any kind to any sub-contractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor including all federal, state and local regulations and ordinances.

**6.5 Addenda to RFP:**

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than ten (10) days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document.

The addenda will be sent only to those who have received the RFP from the City. The service provider must acknowledge receipt of each addendum, if any, in a cover letter accompanying their proposal.

**6.6 Selection of Successful Service Provider:**

The evaluation criteria, describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the service provider that best serves the interests of the Board of Commissioners and the residents of the City of Brunswick. The Board of Commissioners reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

**6.7 Cost of RFP Preparation and Negotiation:**

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

**6.8 Disclaimer:**

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

## **7. SECTION D – SCOPE OF SERVICES**

### **7.1 TASK 001 Service Requirements**

The contractor will collect all properly prepared garbage, recyclables, and yard trimming materials from each residence subscribing to collection services on the designated collection day. Collection will typically occur at the curb, however the service provider will provide backdoor collection services at no additional cost for those customers that can provide documentation that they have a current medical condition that prevents them from placing the garbage in the designated area.

The contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor 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, recyclables or yard trimmings 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.

The contractor will maintain City facility (dumpsters), administrative buildings and multifamily recycling collection sites in the same physical condition as before implementing their collection program.

### **7.2 Suspension of Curbside Collection**

Curbside 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 City during severe weather. The contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, the contractor will perform collection 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 City 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 following is a list of anticipated holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day



### **7.3 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 in letters not less than nine (9) inches in height.

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 refuse is scattered, it is the responsibility of the contractor to immediately pickup scattered matter. If a vehicle has a malfunction that causes fluids to leak or spew from the vehicle (i.e. oil, hydraulic fluid, coolant, etc.) on City rights of way 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 in 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 Technical Representative 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.
- 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 Technical Representative who will be responsible for approving that the cleanup was 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.

It is the desire of the City to select a contractor that utilizes RFID (Radio Frequency Identification) technology to track trash cans and carts and assist with route generation and completion as well as handling of complaints. The successful contractor should utilize or have a plan to utilize RFID technology (or technology of similar capability) to track the efficiency and effectiveness of the collection efforts and track can and cart location.

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

The collection containers and carts are and will remain the property of the contractor, and the contractor will replace any lost or damaged containers without charge to the City or the customer being served except where the customer is known to have willfully

removed or damaged a container or 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 container or cart. The charges for 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 48 hours of contractor receiving notification.

#### **7.4 Missed Collections and Complaint Handling**

If a collection from a subscribing address is missed, the City will notify the contractor who will return to collect the refuse. Any missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. **The contractor will be assessed a fine of \$25.00 for each missed collection that has not been rectified within 24 hours of receipt of notice of the missed collection.** The contractor should note and document via photo and/or RFID tracking device, any container that is not located in the designated pickup area after a complaint has been lodged.

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

The contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The contractor will provide prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff 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 message service during weekends, holidays, and after hours. The contractor will ensure that its employees serve the public in a professional courteous manner at all times even when handling customer complaints.

The contractor is expected to maintain a log of every complaint lodged against them and report them to the City at least weekly. A monthly report should be submitted to the City that must contain detail of the complaint lodged to include, time, day, date and nature of the complaint as well as the resolution or plans on how to resolve the issue. The monthly report should be received within ten (10) days of the end of the month. It is the expectation of the City that 98% of all complaints be satisfactorily handled within 24 hours of receiving the complaint.

#### **7.5 Payment to Contractor**

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis according to the terms and conditions of the agreement resulting from this proposal.

## **7.6 Public Education**

The contractor will provide public education materials (English & Spanish) about recycling, household refuse, yard trimmings and bulky waste collection on a not less than semi-annual basis in. The educational materials will include, but not be limited to detail of acceptable recyclable materials, collection schedules, yard trimming specifications, locations for collections and all other information deemed pertinent to the proper collection and disposal of household and yard refuse as well as recyclables.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the service provider and other appropriate parties including, but not limited to the local Keep Golden Isles Beautiful and Georgia Recycling Coalition partners. The public education program will include information on recycling and waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by the City as well as any revisions to pre-approved materials. The contractor will be solely responsible for coordinating, producing, and disseminating the information regarding the service.

## **7.7 Personnel**

The contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person(s) to the City. The person(s) in charge of the contractor's operations with the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However the City retains the right to approve or disapprove of any replacement manager(s).

## **7.8 Statement of Work**

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

### **7.8.1 Reporting**

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

The contractor will be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis. Failure to submit reports within the mandated timeframe will result in a fine of fifty dollars (\$50.00) for each report not submitted.

#### **7.8.1.1 Ad Hoc Reports**

Ad Hoc Reports should be submitted to the City upon request, and the reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (refuse, recycling, and yard trimmings).

- a. Complaints/Resolution summary.
- b. Daily route sheet with attached disposal site weight ticket.
- c. Recycling participation.
- d. Route operational data form.
- e. Vehicle identification number.
- f. Daily staffing summary (including substitutions).
- g. Landfill tickets.
- h. Disposed tonnage of refuse and recyclables, itemized on a per-day basis.

#### **7.8.1.2 Monthly Reports**

Monthly reports must be submitted to the City by the tenth (10<sup>th</sup>) day of the month following the end of the previous month 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 month;
- b. Complaints/resolution summary for the associated month;
- c. Daily route sheet with attached disposal site weight ticket for the associated month;
- d. Recycling station participation for the associated month;
- e. Tonnage summary for the associated month.

#### **7.8.1.3 Annual Report**

The obligation to submit an annual report shall survive the termination or expiration of the contract. The City may withhold payment of balances due the service provider at the end of the contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the contract and shall include a compilation of the monthly reports for the associated year.

### **7.9 Carts**

The contractor will offer all households in the city a choice of a 95-gallon lidded, wheeled trash container/cart and a 95-gallon recycling collection cart. The carts will be at no cost to the City or customer and will be wholly owned by or leased to the contractor. All equipment will bear the name of the contractor and will be maintained by the contractor and will remain in good repair and functioning properly. The contractor will provide containers to each household within thirty (30) days of receiving notice of the contract award. The container will remain the property of the contractor who will be responsible for replacing faulty or damaged carts to the household. If the household is deemed

responsible for the necessary replacement an appropriate fee shall be assessed the customer by the contractor who will assume the responsibility of collecting said fee. 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 containers.

#### **7.9.1 Request for Change of Service**

After selecting a level of service, the City and contractor will grant each customer the opportunity to change their level of service, once per year, free of charge. In the event that a customer elects to change their service, the contractor will provide a replacement container to the household within five (5) working days of receiving notice. Any additional changes requested by the customer within the one (1) year period will be done at the customer's expense. The change in the level of service is to be effective at the start of the next billing cycle provided the contractor has been given a thirty day prior notice of the customer's intent to change the level of service. The contractor will propose the service fee for changing the level of garbage collection service in its proposed fee schedule.

#### **7.9.2 Regular Service Provision**

The contractor will be required to pick up on a weekly basis, all garbage and household trash generated at the subscribing household, provided same is placed in an approved collection container.

Any materials set out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the City's solid waste plan and recycling program. The contractor will be free to establish routes to achieve the maximum efficiency of operation. The contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and the customers in writing, ten days prior to the effective date.

#### **7.9.3 Bulky Waste**

The contractor must make available curbside collection of white goods, brown goods, and bulky items on an as called basis from the requesting customer. Each customer shall be eligible to receive two (2) pickups of bulky items per calendar year at no cost to the customer. If a customer requires additional pickups, the Contractor shall assess charge and collect an appropriate fee for the service directly from the customer.

#### **7.10 TASK 002 Collection of Yard Trimmings**

The contractor will be required to pick up all garden and yard trimmings generated at the customer's household from the curb, provided the materials are set out based on the City's Solid Waste Management Ordinance. The contractor will collect trimmings from each subscribing household at a minimum on a bi-weekly basis (two times per month, frequency may increase as seasons dictate). The contractor will be free to establish routes to achieve the maximum efficiency of operation. The contractor will notify the public of the collection schedule at the time service is established. Yard trimmings shall be kept separate from garbage and recyclables by residential generators. All vehicles used for collection of yard trimmings will be either covered or secured so as to prevent trimmings from being scattered or spilled.

All yard trimmings collected must be managed according to state approved standards, and the contractor shall be pre-approved by the contract designated representative throughout the duration of the contract and any extensions. Yard trimmings should be made available for reuse by delivery to a composting or mulching facility. The service provider shall collect all yard waste such as tree limbs not larger than four (4) inches in diameter or longer than five (5) feet in length. The limbs must be stacked in piles not to exceed four (4) feet in height and four (4) feet in width. Tree trunks larger than four (4) inches in diameter will not be collected.

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

The service provider shall collect all properly prepared “natural” Christmas trees for collection after January 1 of each contract year for proper disposal.

#### **7.10.1 Reporting**

Before processing the yard trimming materials collected from within the City, the contractor will weigh and record the amount of materials collected. The contractor will provide the City with a monthly tonnage report of yard trimmings. The report shall be given to the City’s designated contract representative within ten (10) days of the month end 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 City inspection, failure to provide documentation within the mandated time frame will result in the contractor being assessed a fee of twenty-five (\$25.00) dollars per occurrence.

#### **7.11 TASK 003 Collection of Recyclables**

The contractor shall collect the following recyclable materials via dedicated 95-gallon collection cart using a single stream methodology:

- Aluminum cans
- Steel cans
- One through seven plastic bottles and containers
- Clear, brown, and green glass containers
- All grades of paper including but not limited to newspaper, junk mail, magazines, and corrugated cardboard

Materials shall be sorted at a predetermined sorting facility and appropriately recycled following all federal, state and local recycling regulations regarding recycling. Recyclable goods shall be collected curbside at least bi-monthly on the same day curbside waste is collected from each customer. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separate from garbage by customers and stored in a 95-gallon wheeled cart provided by the contractor. The container will be labeled as a recycling container so that it is easily identified as recyclables for curbside collection by the contractor. All recyclable materials collected by the contractor will be jointly owned by the City and the contractor. The contractor shall deliver the collected recyclables to a recycling processing center. Revenues from the recyclables shall be shared between the City and the contractor as proposed in the fee schedule. All recyclable containers shall

meet the same specifications as household trash containers including the utilization of RFID tags or technology with the same or similar capabilities.

#### **7.11.1 Reporting**

Before processing the recycling materials collected within the City, the contractor will weigh and record the amount of recyclables collected. The contractor will provide the City with a monthly tonnage report as well as the number of participating households where recycling was collected no less than 50% of the scheduled pickups. The report shall be given to the City's designated Contract Representative within ten days of the month end for which the data was collected. The contractor will maintain, for a period of five years, copies of weight tickets which are to be made available for City inspection.

#### **7.11.2 Processing Facilities**

All recyclable items must be recycled at an approved recycling facility; ownership of the recyclable materials shall become the property of the processor mutually agreed to by the City and the contractor throughout the duration of the contract and any extensions.

The contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City grants prior written approval. The contractor is prohibited from disposing of recyclable materials in any landfill. The City reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials collected.

The contractor will not collect non-recyclable materials if they are not placed into the 95 gallon recycling cart provided for recycling. In the event that it is clear that non-recyclable materials are placed in the container, the contractor will leave the materials in the container along with instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

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

#### **7.12 TASK 004 Backdoor Services**

This task is an optional service that may be chosen by non-handicapped residential subscribers. The contractor will provide backdoor garbage pickup for those non-handicapped subscribers of this service at the agreed fee. This fee will be in addition to the fee of TASK 001 and will be collected by the contractor and will not be the responsibility of the City.

Backdoor service will be provided for medically certified handicapped individuals free of charge, provided no other able-bodied person resides in the household and provided that the backdoor service has been determined to be a medical necessity by a licensed physician and approved by the City.

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

#### **7.13 TASK 005 City Facilities**

The contractor will provide for the collection of refuse, recyclables and yard trimmings at all City owned parks and buildings including but not limited to the following areas:

- Mary Ross Park (City Waterfront)
- Howard Coffin Park
- Overlook Park
- All city squares, parks, and green spaces located within the City limits

#### **7.13.1 Recycling Containers**

The contractor will provide containers that must be clearly labeled to receive single stream recyclables. Containers must be maintained in good working condition, and must be covered to prevent windblown litter and access by birds or animals. Labeling should be replaced or repainted at least annually or more often if needed to maintain legibility. The containers must have the same RFID (or similar technology) to allow the service provider the ability to track the whereabouts of the containers and identify lost or misplaced containers. The contractor will also supply the City with an adequate amount of recycling containers for all of the properties owned or controlled by the City.

#### **7.14 TASK 006 Drop Off Centers (Optional)**

The successful contractor will establish two central locations for the use by commercial customers who wish to drop off recyclables, and remain in compliance with all City Planning & Zoning ordinances when establishing these centers.

#### **7.15 TASK 007 Special Solid Waste Collection Projects**

The City wishes to sponsor community cleanup events in conjunction with Keep Golden Isles Beautiful as well as City sponsored events. The contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Christmas Tree Recycling Campaign – Collection assistance at the drop off centers as well as disposal.
- Brown Goods drop off – Televisions, audio/visual equipment, computers, monitors. Etc.

-End of This Section-



## 8. Section E – Fee Schedule

Indicate the fee for service to be charged per household per month for each service listed below.

### Base Contract

Task	Service	Roll-Off Container	95 Gallon Container	Disposal Per Ton	Revenue Per Ton
001	Household Garbage				
002	Yard Trimmings				
003	Recyclables				
004	Backdoor Service				
005	City Facilities				
006	Drop-Off Centers				
007	Special Events				

### 1<sup>st</sup> Option Year

Task	Service	Roll-Off Container	95 Gallon Container	Disposal Per Ton	Revenue Per Ton
001	Household Garbage				
002	Yard Trimmings				
003	Recyclables				
004	Backdoor Service				
005	City Facilities				
006	Drop-Off Centers				
007	Special Events				

### 2<sup>nd</sup> Option Year

Task	Service	Roll-Off Container	95 Gallon Container	Disposal Per Ton	Revenue Per Ton
001	Household Garbage				
002	Yard Trimmings				
003	Recyclables				
004	Backdoor Service				
005	City Facilities				
006	Drop-Off Centers				
007	Special Events				

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.

## **9. SECTION F – Technical and Fee Proposal Requirements**

### **9.1 Introduction**

The following section will introduce all potential contractors to the specific requirements necessary to provide satisfactory solid waste and recycling services to the City of Brunswick, Georgia.

#### **9.1.1 Overview**

The service provider will provide detailed information so as to demonstrate its understanding of the services requested.

#### **9.1.2 Documents**

The City 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 City's ability to accurately evaluate the proposal. Proposals may also include a compact disk or 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 service provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the service provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contact with the City. The cover letter shall present the service provider'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 service provider shall submit an executive summary, which outlines its proposal, including the proposed general management philosophy. The executive summary shall at a minimum, include an identification of the proposed project team, assign a company point of contact for the project, give the responsibilities of the project team, and 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 City.

#### **9.1.5 Submission**

The service provider shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the proposal. Service providers are reminded that under Georgia Law, all

opened documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the “**Instructions to Service Providers**” 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 service provider 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 service provider 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 service provider shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and corporate. Each resume shall include at a minimum:

- Position/title
- Tenure with the service provider
- Education
- Overall experience
- Other related information pertaining to the work to be performed

## **9.3 Approach**

### **9.3.1 Project Methodology**

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

#### **9.3.1.1 Transition**

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

#### **9.3.1.2 Collection Schedule**

The service provider shall provide in this section, the proposed schedule for household garbage, yard trimmings/debris, and/or recyclable collection for subscribing households within the City.

#### **9.3.1.3 Equipment**

In this section the service provider will provide the City with a comprehensive list of all equipment proposed to be used during this contract to inform the City 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.

#### **9.3.1.4 City Facilities**

The service provider will further describe in this section its plan for providing collection services to all required City facilities.

#### **9.3.1.5 Bulky Waste**

The service provider shall offer two (2) annual pickups (per calendar year) of bulky waste to each residential subscriber at no cost to the customer. The customer must call and schedule a date for pickup prior to discarding bulky items. Any additional pickups of bulky waste (beyond the two offered per calendar year) will require that the customer be assessed and charged a fee to be collected by the service provider for the service(s) rendered.

### **9.3.2 Management of Collected Materials**

The service provider 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 service provider 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 City. The list will include the disposal facility's permit number, current address, and contact person and telephone number for each facility listed. In addition, the service provider must submit documentation for the facilities it proposes to use demonstrating five years of disposal capacity for waste generated from the City.

Reduction of solid waste output represents a high priority of the City. Successful proposals will indicate innovative ways the service provider will work with residents to reduce waste output.

#### **9.3.2.2 Recyclables**

The service provider will submit in its proposal a list of recycling facilities it will use to process the recyclables generated within the City. The list will include a current address, contact person, and telephone number each facility listed. In addition, the service provider must submit documentation for the facilities it proposes to use, demonstrating five years of processing capacity for recyclables generated from the City. The service

provider should also provide documentation of any disposal violations within the last five years attributed to each disposal facility they intend to use.

The City sees recycling as an important method towards reducing overall waste output. Successful proposals will indicate innovative methods of increasing the amount of recyclable materials collected from residents in the City. Proposals for increasing the types of materials collected and processed by the service provider and its partners will be reviewed with interest.

### **9.3.2.3 Yard Trimmings**

The service provider will identify how it will manage the yard trimming material collected and provide a list of the proposed facilities it intends to use. The list will include the disposal facility's permit number, current address, and contact person and telephone number for each facility listed. In addition, the service provider must submit documentation for the facilities it proposes to use, demonstrating five years of disposal capacity for yard trimmings generated from the City.

The City finds value in a system where yard trimmings are processed for reuse either through mulch facilities or composting. Proposals with innovative approaches for the reuse of yard trimming matter will be reviewed with interest.

### **9.3.3 Public Education**

The service provider will submit a waste reduction and recycling public education plan to the City. The plan must include a copy of the public education materials the contractor intends to distribute to subscribing households and identify a plan for development and distribution of such educational materials on an ongoing basis. The materials proposed must be available in both English and Spanish with full details in both languages. The service provider will also define the intentions of the program and indicate a philosophy of educational outreach. The materials should cover such topics as collection schedules, definitions of recyclable materials, acceptable yard trimming material, holiday schedules and contact information including name, address, and telephone number of Contract Representative.

## **9.4 Company Experience**

### **9.4.1 Experience**

The service provider will provide, in this section of the proposal, a detailed description of similar services or contracts in which the service provider is presently involved or has completed during the past two (2) years. In particular, the service provider should reference company experience with public entities that provide billing of solid waste and recyclables collection and disposal services on a subscription basis.

### **9.4.2 Capabilities**

The service provider will provide in this section of the proposal, a description of the firm's capabilities, any limitations relative to facilities, staff, ongoing projects or contracts shall be identified and explained. The service provider should be able to adequately showcase their ability to meet all of 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 increase in customer satisfaction that the service provider has been able to achieve in environments comparable to the City's in size and complexity.
5. Describe the methodology used to handle a client's unhappy customer. How does the service provider 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 procedures. The emergency plan should address contract monitor notification procedures and include emergency contact information.

### **9.4.4 References**

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

### **9.6.1 Reasonableness**

The Fee Proposal shall remain sealed until the Technical Proposals have been opened and evaluated. The company whose technical score ranks 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 City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

## **9.7 Proposal Evaluation Factors**

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

### **9.7.1 Evaluation Method**

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

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

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

### **9.7.2 Oral Presentations**

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

### **9.7.3 Negotiations**

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

#### **9.7.4 Contract Formation**

If the negotiation process produces mutual agreement, the draft contract provided herein will be constructed and forwarded to the successful service provider for execution and then to the City's Board of Commissioners for acceptance. The draft contract format will be the **only** acceptable document for execution

-End of This Section-

### **10. SECTION G – General Conditions**

#### **10.1 Contract Administration**

The Contract Administrator for this Request For Proposals (RFP) is James Drumm, City Manager, City of Brunswick, Georgia. The Contract Administrator will act at the City's representative during the execution of any subsequent contract and related amendments. He 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 questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at 601 Gloucester Street, Brunswick, Georgia 31520.

#### **10.2 Contract Technical Representative**

The Contract Technical Representative is Rick Charnock, Assistant Director, Public Works. The representative shall provide the successful service provider direction and monitor the results within the limits of the contract's terms and conditions. The representative will decide questions which may arise as to the quality and acceptability of services performed. The representative will judge as to the accuracy of quantities submitted by the successful service provider 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 City and executed by the Contract Administrator. Any technical questions arising, subsequent to contract award are to be addressed to the Contract Technical Representative at 525 Lakewood Ave. Brunswick, Georgia 31520.

#### **10.3 Notice of Award of Contract**

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



#### **10.4 Execution of Contract Documents**

- a. Within fifteen (15) days subsequent to successful contract negotiations and Board of Commissioner's approval, the City will furnish the successful service provider the confirmed copies of the Contract Documents for execution.
- b. Within fifteen (15) days after receipt of the Contract Documents, the successful service provider 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 thirty (30) days after receipt of the Contract Documents, executed by the successful service provider, certificates of insurance, and license(s), the City will complete the execution of the documents. 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**

##### **10.5.1 Liability**

The contractor will maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property and personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance **MUST** be filed with the City.

The limits of insurance are as follows:

Comprehensive General Liability – The successful service provider will exercise proper precaution at all times for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

- \$500,000.00 – Bodily injury, including death, each occurrence
- \$250,000.00 – Property damage, each occurrence
- \$500,000.00 -Property damage in the aggregate

Automobile liability – A policy covering injury and property damage of \$1,000,000.00, Umbrella policy, and \$1,000,000.00 is required.

Liability insurance will be effective for the duration of the contract period as described in the contract documents, including authorized change orders.

##### **10.5.2 Certificates of Insurance**

Certificates acceptable to the City shall be attached to the signed contract documents, when they are transmitted to the City for execution. These certificates will contain the statement that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation notice has been received in writing to the City as evidenced by receipts of registered or certified mail.

#### **10.6 Quantities**

None of the various City 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 service provider will indemnify and hold harmless the City 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 service provider and anyone directly or indirectly employed by the service provider or anyone for whose acts any of them may be liable. In any and all claims against the City 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 or type of damages, compensation or benefits payable by or for the successful service provider or under the Worker Compensation Acts, Disability Benefits Acts or other employable benefits acts.

### **10.8 Notice to Proceed**

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period the time may be extended by mutual agreement between the City and the successful service provider. If the Notice To Proceed has not been issued within ten (10) days or within the period mutually agreed upon, the successful service provider may terminate the Contract Agreement without further liability on the part of either party.

### **10.9 liquidated Damages**

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

- a. The service provider must physically remove the improperly disposed of materials within four (4) hours of notification by the City.
- b. Liquidated damages in the amount of five thousand dollars (\$5,000.00) for the first occurrence of improperly disposed of material.
- c. For each subsequent occurrence at any non-designated location, during the contract term, one thousand dollars (\$1,000.00) will be added to the previous amount paid (second occurrence will equal six thousand (\$6,000.00), third occurrence would equal seven thousand (\$7,000.00), etc.
- d. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages.

- e. Failure by the service provider to physically remove the improperly disposed of materials within four (4) hours of notification by the City will be considered an additional occurrence and shall be treated accordingly

Excessive missed collections may be considered a default condition, and accordingly the service provider agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- a. The service provider will have eight (8) working hours to pick up the missed collection.
- b. If the service provider fails to meet the eight (8) working hour cure period, liquidated damages in the amount of two hundred dollars (\$200.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period and
- c. Starting with the eleventh (11<sup>th</sup>) missed cure collection in any thirty (30) day period, liquidated damages in the amount of four hundred (\$400.00) per occurrence.

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

#### **10.10 Suspension Or Termination of Services**

The anticipated contract between the successful service provider and the City can be terminated based on any of the following reasons:

- a. The City electing, in writing not to exercise any of the one year extension periods.
- b. Failure of the service provider to perform based on the service provider's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful service provider. The successful service provider shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Either party shall have the right to voluntarily terminate this agreement at any time upon sixty (60) days written advance notice to the other party of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.
- d. Any termination of the successful service provider's services shall not affect any right of the City against the successful provider then existing or which may thereafter occur. Any retention of payment of monies by the City due the successful service provider will not release the successful service provider from compliance with the contract documents.

#### **10.11 Transition Services Upon Termination**

Upon termination or expiration of the contract the service provider will cooperate with the City to assist with the orderly transfer of the functions and operations provided by the service prouder hereunder to another service provider or to the City as determined

by the City in its sole discretion. Prior to termination or expiration of this agreement, the City may require the service provider to perform and, if so required, the service provider will perform certain transition services necessary to shift the support work of the service provider to another provider or to the City itself as described in this RFP, and the City 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. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the services.
- b. Notifying all affected service providers and sub-contractors of the service provider.

#### **10.12 Assignments**

The successful service provider 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 City. In case the successful service provider 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 service provider shall be subject to prior lien of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

#### **10.13 Laws and Regulations**

The successful service provider'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 service provider 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 service provider shall herewith report the same in writing to the City.

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

#### **10.14 Force Majeure**

The service provider 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 or grounds for termination hereunder if all of the following conditions are satisfied: (i) 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 of alternate sources, workaroud 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 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 service provider 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 service provider 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 City by telephone (to be confirmed by written notice within two (2) days o the inception of the failure or delay of the occurrence of a Force Majeure Event 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 City may terminate this agreement.

Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.

#### **10.15 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 City 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 City shall, unless otherwise specified in writing to the contractor, be delivered to the Contract Administrator. Any notice to or demand upon the city 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 City or to such other address as the City may subsequently specify in writing to the contractor for such purposes.

#### **10.16 Schedule, Reports, and Records**

The contractor will submit to the City schedules, reports, estimates, records and other data as the City any request concerning services performed or to be performed.

#### **10.17 Changes in the Contract**

##### **10.17.1 Changes in the Service**

The City may at any time as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for

performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also may at any time, by issuing a Contract Amendment, make changes in the details of the services. The contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the contractor believes that such order entitles a change in the fee time or both, in which event the contractor shall give the Contract administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the contractor will not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the fee of contract time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases the City will indicate this intent in a written notice to the contractor.

#### **10.17.2 Changes in Fee**

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

#### **10.17.3 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 City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

### **10.18 Payments and Completion**

#### **10.18.1 Application for Payments**

The contractor will submit an application for payment (invoice) for services rendered during the preceding calendar month. The invoice shall be submitted to the following address:

City of Brunswick  
Accounts Payable  
P.O. Box 550  
Brunswick, Georgia 31520

#### **10.18.2 Certificate for Payments**

If the contractor has made application for payment (submitted an invoice) as stated above, the Technical Representative will authenticate the application and forward it to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding payment. After the application has been issued the Finance Department shall pay to the contractor within thirty (30) days, the amount covering services completed. No application for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

### **10.18.3 Failure of Payment**

If the Finance Department should fail to pay the contractor within thirty (30) days after receipt of an authenticated application for payment, the contractor shall receive interest on the balance due with the interest being 1% per month not to exceed three months (3%). The City reserves the right to reject the Technical Representative's certification of any request for payment by the contractor without the accrual of interest.

### **10.18.4 Governing Document**

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, and Chapter 11 of the Official Code of Georgia Annotated are superseded by the terms and conditions of this agreement.

### **10.19 Contractor's Claim**

No claim for additional or other compensation beyond the fees shall be allowable unless the contractor makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

### **10.20 Contract Agreement Jurisdiction**

The contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this agreement shall be brought in any court in the City. Contractor designates the Secretary of the State of Georgia as its agent for service of process provided no such agent located in Georgia is on file with the said Secretary Contractor, by the execution and delivery of this agreement, expressly and irrevocably 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.

### **10.21 Permits and Regulations**

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

### **10.22 Business License**

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 City, and will have a valid license to operate in the City of Brunswick.

### **10.23 Responsibilities Of the Contractor**

#### **10.23.1 Subcontractors, Manufacturers and Suppliers**

The contractor will be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufactures, 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.

**10.23.2 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.

**10.23.3 Payment For Labor and Materials**

The contractor will pay and require his/her subcontractors to pay any and 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 any and 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 City, the contractor will furnish proof of payment of such accounts to the City.

**10.23.4 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 prosecuted 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.

**10.23.5 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 City's responsibility under statutory and common law for the provision of a safe place to work.

**10.23.6 Public Safety and Convenience**

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

**10.23.7 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.

**10.23.8 Disposal Facilities**



Subsequent to the original approval of disposal facilities by the City and additional solid waste disposal facilities anticipated to be used by the contractor will require prior written approval of the City.

#### **10.24 Compliance With Laws**

The contractor will keep him/herself fully informed of all existing and future Federal, State and Local laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in their services, of the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The contractor shall at all times observe and comply with, and cause all of his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the City, 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 whether him/herself or his/her employees or any subcontractor.

-End of This Section-

### **11. SECTION H – 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 City 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 City of the final disposition of such cases.

#### **11.2 Drug-Free Workplace**

The City is a drug-free workplace employer, and any contractor or subcontractor shall comply with this policy with no exceptions. The City Board of Commissioners has adopted a policy requiring City service providers to provide a drug-free workplace in the performance of any City 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 specifying actions that will be taken for violations of such prohibition.
- b. Establish a drug-free awareness program to 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 (i) 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, and 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 service provider.
- 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-

**DRUG FREE WORK PLACE 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 in 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 will render 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 City of Brunswick 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 The City of Brunswick 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 The City of Brunswick, 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 The City of Brunswick. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Brunswick 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 THE DAY OF \_\_\_\_\_, 20\_\_.

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

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

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

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

The 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 Proposals is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

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

Authorized Person: \_\_\_\_\_ Signature \_\_\_\_\_

*(Print/Type)*

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?

		<b>Y</b>	<b>N</b>
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 advertising		
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 civil proceeding in which it was held liable for any of the following?

		<b>Y</b>	<b>N</b>
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:**

	<b>Y</b>	<b>N</b>
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 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.

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**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 City opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT	PHONE	
PERSON	TITLE	NUMBER/EMAIL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**STATEMENT OF INSURANCE COVERAGE**

This is to certify that

\_\_\_\_\_  
**(Insurance Company)**

of

\_\_\_\_\_  
**(City/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:

*The City of Brunswick Georgia Board of Commissioners, Purchasing Agent, 601 Gloucester Street, City Hall, Brunswick, Georgia 31520.*

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

1. Insured:

2. Project Name: **Solid Waste Collection & Recycling Services for the City of Brunswick**

3. Project Number: (# E-4)

4. Policy Numbers(s):

\_\_\_\_\_

DATE:

\_\_\_\_\_  
**(INSURANCE COMPANY)**

ISSUED AT:

\_\_\_\_\_  
**(AUTHORIZED REPRESENTATIVE)**

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

**NOTE: Please attach Certificate of Insurance form to this page**

**(Attach any endorsements)**