



REQUEST FOR PROPOSAL

RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES

You are invited to submit a proposal to the Brantley County Board of Commissioners, Nahunta Georgia for Residential Curbside Solid Waste Collection Services.

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by a written addendum from the County Manager. Failure to comply with the written requirements for this RFP may result in the disqualification of the submittal by Brantley County.

Submittals are to be sealed, marked with the vendor's name, and address and labeled:

Residential Curbside Solid Waste Collection Services

and delivered to:

Brantley County Board of Commissioners
33 Allen Road
Nahunta, Georgia 31553

Brantley County reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the County.

REQUEST FOR PROPOSAL

RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES TRANSFER STATION COLLECTION AND HAULING

SECTION I. REQUEST FOR PROPOSAL OVERVIEW

1.0 Purpose

Brantley County Board of Commissioners issuing this Request for Proposal (RFP) for Residential Curbside Solid Waste Collection Services and Transfer Station Collection and Hauling.

1.1 Information and Timetable

The anticipated schedule for the Request for Proposal is as follows:

Request for Proposal Available	February 12, 2024
Pre-Proposal Conference	February 20 at 10 AM County Commission Meeting
Deadline for questions	February 20, 2024 by 5:00 PM
Submittal deadline	February 28, 2024, by 4:30 PM

1.2 Request for Proposal Submission

All copies (See Section 1.17) of the complete signed submittal must be received **by the deadline listed in Section 1.1**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the Request for Proposal Number and title (Residential Curbside Solid Waste Collection Services) to:

Brantley County – County Manager
33 Allen Road
Nahunta, Georgia 31553

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 AM and 4:30 PM ET, Monday through Friday, excluding holidays observed by Brantley County.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The submittal must be signed by

a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 Contact Person and Inquires:

Vendors are encouraged to contact Joey Cason, County Manager, by e-mail to bcmanager@brantleycounty-ga.gov to clarify any part of the Request for Proposal requirements. All questions that arise must be submitted prior to five (five) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

1.4 Additional Information / Addenda

Brantley County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this Request for Proposal or in any addendum to this Request for Proposal. Where there appears to be a conflict between the Request for Proposal and any addenda issued, the last addendum issued will prevail.

Addenda will be published on the Brantley County website at <https://brantleycounty-ga.gov/notices>. Vendors are encouraged to check this site regularly for immediate access to issued addenda. Request for Proposal information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements.

1.5 Late Submittal, Modifications, and Withdrawals

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Brantley County assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 Rejection of Proposals

Brantley County may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

1.7 Minimum Acceptance Period

Valid submittals shall not be withdrawn without written permission from Brantley County and shall remain valid for a period of 180 days from the date specified for receipt of submittals. Requests for withdrawal must be submitted in writing.

1.8 Non-Collusion Affidavit

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

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

1.9 Costs Incurred by Vendors

All expenses involved with the preparation and submission of the Request for Proposal to Brantley County or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 Request for Proposal Opening

Request for Proposal submittal package(s) will be opened and reviewed by the County Manager and County Clerk. A list of names of firms responding to the Request for Proposal will be published on Brantley County website at www.brantleycounty-ga.gov, after the Request for Proposal due date and time stated herein.

1.11 Taxes

Brantley County is tax exempt. The selected vendor will be provided with the State of Georgia Sales and Use Tax Certificate of Exemption number upon request.

1.12 Vendor Information

All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Finance Director with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 Insurance

The selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this project. The minimum requirements are listed in Section 2.5.

1.14 Termination

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement.

1.15 Anti-Discrimination

By submitting a response to this Request for Proposal, all perspective vendors certify to the Brantley County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000.00 the provisions in 1.15.1 and 1.15.2. apply:

1.15.1 During the performance of this contract, the vendor agrees as follows:

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

1.15.1.2 The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.

- 1.15.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.15.1.4 The vendor will include the provisions of the above in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-vendor or vendor.

1.16 Illegal Immigration Reform and Enforcement Act of 2011

Vendors submitting a response to this Request for Proposal must complete the Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the Request for Proposal package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the vendor or their authorized agent.
- 1.16.2 The form must be notarized.
- 1.16.3 The vendor will be required to have all sub-vendors and sub-sub-vendors who are engaged to complete physical performance of services under the final contract executed between Brantley County and the vendor complete the appropriate sub-vendor and sub-sub-vendor affidavits and return them to the Brantley County a minimum of five (5) days prior to any work being accomplished by said sub-vendor or sub-sub-vendor. Format for this affidavit can be provided to the vendor if necessary.

1.17 Submission Requirements

To facilitate evaluation of proposals please submit the following:

- 1.17.1 One (1) fully executable (signatures included) electronic copy of the response in PDF format.
- 1.17.2 Three (3) paper versions of the Request for Proposal. The original shall be clearly marked "original".
- 1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this Request for Proposal.

1.18 Acceptance

Submission of any proposal indicates acceptance of the conditions contained in the

Request for Proposal unless clearly and specifically noted otherwise in the proposal.

1.19 County Government

The Brantley County operates with a Chairman and four (4) At Large Commissioners. It is anticipated that the vendor may be required to make one or more appearances at Commission meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

SECTION 2. SUBMISSION REQUIREMENTS

Purpose: The purpose of this document is to provide information to Bidders' for submitting a proposal to supply Brantley County with the services contained within.

2.0 How to Prepare Proposals:

2.1 All proposals shall be prepared on the forms enclosed, along with written explanations where applicable.

2.1.1 Typewritten or completed with pen and ink and signed by the Bidders' authorized representative. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

2.1.2 Completed in their entirety containing all information required by the Request for Proposal.

2.1.3 Submitted in a sealed package, plainly marked with the title "**Residential Curbside Solid Waste Collection Services and Transfer Station Services.**" along with the name and address of the Bidder.

2.1.4 Mailed or delivered in sufficient time to ensure receipt by Brantley County on or before the date and time specified. Request for Proposal's not received by the time and date specified will not be opened or considered.

2.1.5 Contained and organized in a three ring binder that shows the name of the Bidder and the title of the Request for Proposal on the front cover. The contents of the proposal shall be identified with eight (8) tabbed sections, as follows:

1. **Proposal Forms:** This section should include the Proposal Pricing Form, Non-Collusion Affidavit, and Employment Eligibility Form.

2. **Company Information:** This section should contain the name, address, history, and current description of Bidder.
3. **Financial Information:** This section should contain a copy of the Bidders' Business License, Tax Identification Form W-9, Proof of Insurance, and evidence of bondability.
4. **Experience and References:** This section should contain a description of curbside solid waste collection experience in the State of Georgia. Include at least three (3) references for County contracts with the same or a greater population than (Brantley County, Georgia). Each reference must include the number of homes served and a summary of the type and frequency of service.
5. **Service Proposal:** This section should describe the Bidders' approach to each of the required services including the, type of equipment to be used, routing strategy, intended disposal site(s), customer service plan, implementation plan, and any operational standards related to hiring, training, and safety. This should also include details of the proposed method of electronic reporting and communications as well as adjustments to service on holidays.
6. **Promotion and Education:** This section should include a description of the Bidders' commitment to promoting, educating, and informing residents of program information and any changes in service. Samples of materials used in other Georgia cities and counties should be included.
7. **Miscellaneous:** This section should contain any additional information that the Bidder would like to present.

2.2 Forms Requiring Signature

The following forms shall be included in the proposal submission and must be signed by an authorized representative of the Bidder.

2.2.1 **Proposal Pricing Forms:** By signing and submitting the proposal forms, Bidder acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications of this Request for Proposal.

2.2.2 **Non-Collusion Affidavit:** By signing and submitting this affidavit, Bidder declares that its agents, officers or employees have not directly, or indirectly entered into any agreements, participated in any collusion or

otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

2.2.3 Immigration Compliance Requirements:

2.2.3.1 E-Verify Requirements: The vendor hereby verifies that it has, prior to executing this Agreement, executed an E-Verify Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit C, and submitted such affidavit to Brantley County in person, electronically, or by mail.

2.2.3.2 SAVE Requirements: Pursuant to O.C.G.A. § 50-36-1, Brantley County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the vendor's legal status in the country each time that vendor obtains a public benefit, including any contract, from Brantley County. The vendor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit D, and submitted such affidavit to the Brantley County in person, electronically, or by mail. Further, the vendor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document evidencing the vendor's legal status to Brantley County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). The vendor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1). Employment Eligibility Verification: The Georgia Security and Immigration Act of 2006, as of July 1, 2009, requires all contracts with Brantley County be accompanied by a certification from the vendor that they comply with the Georgia Security and Immigration Act of 2006. Bidders' must execute and submit a Vendor Affidavit. If Sub-Vendors are engaged, they are required to execute the Sub-Vendor Affidavit. These affidavits are attached.

2.3 Bonding Requirements

Upon execution of the agreement the Bidder shall have 14 days to provide to Brantley County a Performance Bond in an amount equal to the annual revenue. The Performance Bond shall be renewed annually.

2.4 Indemnification and Hold Harmless: The vendor covenants and agrees to take and assume all risk and responsibility for the work rendered in connection with this Agreement. The vendor shall bear all losses and damages directly or indirectly resulting to on account of the performance or character of the work rendered and materials used pursuant to this Agreement. Vendor shall defend, indemnify and hold harmless Brantley County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents from and against any and all claims, injuries, suits actions, judgments, damages losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense, (hereinafter "liabilities") which may be alleged or result from the work and materials used, the performance of contracted services, or the actions otherwise of the vendor or any sub-vendor or anyone directly or indirectly employed by the vendor or sub-vendor or anyone else for whose acts the vendor or sub-vendor may be liable, regardless of whether or not the actions are caused in part by a party indemnified hereunder. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of Brantley County. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this provision. Furthermore, in the event of any and all claims against Brantley County by any employee of the vendor or any sub- vendor or anyone directly or indirectly employed by the vendor or sub-vendor or anyone for whose acts the vendor or sub-vendor may be liable, the indemnification obligation set forth in this provision 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 contract or any sub-vendor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Brantley County shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement or the materials used during the performance of this Agreement.

2.5 General Insurance and Workers' Compensation

2.5.1 Requirements: The vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or the materials used by the vendor, its agents, representatives, employees or sub- vendors. All policies shall be subject to approval by the Brantley County County Attorney as to form and content.

2.5.2 Minimum Limits of Insurance: The vendor shall maintain insurance policies with coverage and limits no less than:

- 2.5.1.1 Commercial General Liability of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.
- 2.5.1.2 Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.
- 2.5.1.3 Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000.00 (one million dollars) per accident or disease.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$1,000,000
Bodily Injury Liability (except automotive)	\$1,000,000 each occurrence (except automotive) \$2,000,000 aggregate
Property Damage (except automotive)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$5,000,000 each occurrence

2.5.3 **Self-Insured Retentions:** Any self-insured retentions must be declared to an approved by Brantley County so that Brantley County may ensure the financial solvency of the vendor; self-insured retentions should be included on the certificate of insurance.

2.5.4 **Other Insurance Provisions:** The policy is to contain, or be modified or endorsed to contain, the following provisions:

2.5.4.1 General Liability and Automobile Liability Coverage Requirements:

2.5.4.1.1 Brantley County is to be covered as and named as additional insured as respects: liability arising out of activities performed by or on behalf of the **vendor**; materials used in providing the services the subject of the Agreement; products and completed operations of the vendor; premises owned, leased, or used by the vendor; and automobiles owned, leased, hired, or

borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to Brantley County.

2.5.4.1.2 The vendor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to Brantley County. Any insurance or self-insurance maintained by Brantley County shall be in excess of the vendor's insurance and shall not contribute with it.

2.5.4.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Brantley County

2.5.4.1.4 Coverage shall state that the vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

2.5.4.1.5 Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

2.5.4.1.6 The insurer shall waive all rights of subrogation against Brantley County for the losses arising from work performed by the vendor for Brantley County.

2.5.4.1.7 All endorsements to policies shall be executed by an authorized representative of the insurer.

2.5.4.2 **Workers' Compensation Coverage:** The insurer providing Workers' Compensation Coverage will waive all rights of subrogation against **Brantley County** for losses arising from work performed by the **vendor** for the **Brantley County**.

2.5.4.3 All Coverages.

2.5.4.3.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to nonpayment) has been given Brantley County .
Such prior written notice shall be sent directly to:

Brantley County – County Manager

33 Allen Road
Nahunta, GA 31553

Policies shall have concurrent starting and ending dates.

2.5.4.4 Acceptability of Insurers: Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII.

2.5.4.5 Verification of Coverage: The vendor shall furnish Brantley County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by the vendor's insurer in its normal course of business and shall be received and approved by Brantley County prior to execution of this Agreement by Brantley County. Brantley County reserves the right to require complete, certified copies of all required insurance policies at any time. The vendor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

2.5.4.6 Claims-Made Policies: The vendor shall extend any claims-made insurance policy for no less than six (6) years after termination or final payment under the **Agreement**, whichever is later.

SECTION 3 - GENERAL CONDITIONS

3.1 Compliance with the Law: The successful Bidder will conform to all Federal, State, and Local laws and ordinances regarding solid waste and recyclables collections services.

3.2 Contract: The County's contract for sanitation services will be presented for review after the bid award and acceptance. Submittal of a proposal indicates acceptance of terms as outlined in this RFP.

3.3 Exclusivity: The successful Bidder will receive the exclusive right to residential solid waste collection services performed within the town limits. Materials included in this exclusivity is residential solid waste collection as they have been defined in the Georgia Comprehensive Solid Waste Management Act of 1990.

3.5 Independent Vendor: The vendor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent vendor

and not as the agent or employee of Brantley County. The vendor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the work; hiring of consultants, agents or employees to complete the work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The vendor agrees to be solely responsible for its own acts and those of its subordinates, employees, and sub-vendors during the life of this Agreement. Any provisions of this Agreement that may appear to give Brantley County the right to direct vendors to the details of the services to be performed by vendor or to exercise a measure of control over such services will be deemed to mean that vendor shall follow the directions of Brantley County with regard to the results of such services only.

3.6 Contract Term: The initial contracted term of service will begin on May 1, 2025 for a period of three (3) years ending on April 30, 2028.

3.6.1 The term of service shall be three (3) years with a potential additional term of two (2) years being added by the County at the conclusion of the original contract term. Should either the County or vendor elect not to renew and extend the contract for an additional two (2) year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than ninety (90) days prior to the expiration of the Contract.

3.7 Performance Bonds: A Performance Bond with a corporate surety, or cash, shall be provided to the County in the amount of \$1,000,000. It shall be executed by a surety company licensed to do business in the State of Georgia.

3.8 Prosecution of Work: The vendor will begin work upon receipt and acknowledgement of the "Notice to Proceed" as disseminated by Brantley County, within ten (10) working days of said notice. The vendor will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.

3.9 Coordination of Work: Within ten (10) working days following the "Notice to Proceed", the vendor will provide a projected collections schedule.

3.10 Definitions:

3.10.1 **Residential Dwelling Unit:** Any single home, two-family unit, four-family unit, all condominiums up to four units per building, and all apartment complexes up to four units per building.

3.10.2 **Curb Collection:** The vendor shall provide solid waste and collection removal and disposal service to all residential dwellings (including condominiums) within the limits of Brantley County. There shall be once a week collection of solid waste from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The vendor will not be required to collect refuse from the inside of the buildings.

The vendor, at no additional cost, shall make available to customers that are handicapped, over 65 years of age, or infirm, a backyard service. Qualification under this section shall be based on the customer providing the Town with a letter from a physician, licensed in the State of Georgia, and the Town verifying the customer is handicapped, over 65 years of age, or infirm.

3.10.3 **Solid Waste – Transfer Station:** All semi-solid and solid waste derived from

and during the procurement, storage, processing, cooking, and consumption

of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall include C&D as available to selected vendor.

3.11 **Rate Adjustments:**

Consumer Pricing Index: Rates shall be submitted for consideration to Brantley County by October 1st of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers - U.S. City Average - Garbage and Trash Collection.

3.11.1 **Adjustable Fuel Surcharges:** The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12-month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly.

3.11.2 **Unforeseen Increases:** In the event that the vendors' operational costs are increased due to changes in government regulations or disposal fees, the vendor may submit a request for an increase including a cost analysis that demonstrates a proof of need.

3.12 Licenses, Permits, Etc.: The vendor covenants and declare that it as well as its employees, agents and sub-vendors (inclusive of sub-vendor's employees and agents) have obtained and possess all diplomas, certificates, licenses, permits, or the like required of the vendor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the work contracted for under this Agreement. All work performed under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

3.13 Exception or Waivers: No failure by Brantley County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by vendor with this Agreement, and no custom or practice of Brantley County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect Brantley County right to demand exact and strict compliance by vendor with the terms and conditions of this Agreement.

3.14 Holiday Schedule: The vendor shall provide Brantley County with a list of the holidays recognized by the vendor. No collections shall be required on the approved holiday list. Each pick-up day of the holiday week after the holiday will be serviced one day late.

3.15 Assignability: The contract shall not be assignable or transferable by the vendor, nor shall any service be performed by a sub-vendor for the vendor without the prior written consent of Brantley County.

3.16 Complaint Resolution: Should the vendor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then the vendor shall take sole responsibility to ensure that corrective action takes place as immediately. Additionally, the vendor shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request and the disposition of the same. Such records are to be transmitted to the County on a weekly basis.

3.17 Force Majeure: The vendor shall not be liable for failure to perform for reasons beyond its control which may include, but are not limited to, acts of the government, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, unusually severe weather or other Acts of God.

3.18 Emergency Failure to Perform: In the event of an emergency or failure by the vendor to be able to adequately perform residential waste collection services, the vendor shall immediately contact the Planning office of Brantley County

3.19 Damages: The vendor shall be responsible for all damage or injuries to property of any character, resulting from any act, omission, negligence, or misconduct in the prosecution of the work or resulting from the materials used. When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the vendor shall either restore at its own expense such property to a condition similar, or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property, and to the owner's representative.

3.20 Liquidated Damages: The vendor shall pay liquidated damages in the amount of five hundred dollars (\$500) per day or Twenty Five (\$25) per cart, whichever is greater, for failure to comply with the provisions of the contract for service.

3.21 Failure to Perform: In addition to the provisions of the Performance Bond, if the vendor fails to service the County on a timely basis, the vendor shall forfeit payment
for services not performed unless remedied to the satisfaction of Brantley County or caused by an act of God.

3.22 Default: In the event that the vendor or any of its subcontractors violates or breaches any contract terms, conditions, or warranties, then vendor shall immediately be deemed to be in default. Upon receiving written notice of any such default, vendor shall have ten (10) days to cure same and to provide evidence of such cure. If the vendor fails to cure within the ten-day time limit, then the County may, at its option, immediately declare the Contract terminated. The County may also, at its option, take over and prosecute the work to completion, by hiring another
vendor or otherwise. In the event of such a termination, vendor shall only be entitled
to compensation that was earned prior to the date of termination. However, the County shall be entitled to an offset and shall reduce any such compensation paid after the date of termination by the amount of any and all damages and costs incurred by the County as a result of vendor's default, The County may withhold payments due to vendor for the purpose of offset until such time as the exact amount of damage due to the County is determined.

A. In addition to and without limiting the foregoing, where the vendor has failed to cure a default within ten (10) days, but the County has not yet terminated the contract, the County shall also be entitled, in addition to all other available relief, to liquidated damages from vendor in the amount \$5000 per day for each

day during which vendor remains in default. These liquidated damages may be offset against any compensation to which the vendor is otherwise entitled under the contract. Further, these liquidated damages shall be in addition to any amounts owed under "Missed Collections and Complaint Handling" or "Communication and Reporting" below.

- B. Nothing in this section shall be construed to prevent the County from obtaining all other available remedies, legal or equitable.

SECTION 4. SCOPE OF SERVICES

Brantley County requires residential curbside solid waste collection services for homes contained within its town limits. The equipment to be used, materials to be collected, service frequencies, and all other requirements are listed below.

4.1 Residential Curbside Garbage Collection: The vendor will be required to provide a cart of not less than eighty (80) gallons for each occupied home to be serviced on a weekly basis.

4.2 Cart Contents: Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 may be placed in the container for collection.

4.2.1 Cart Placement: Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

4.2.2 Cart Overflow: The vendor will determine how they address Cart Overflow.

4.4 Disposal Requirements: All waste collected from the County shall be delivered to a solid waste facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste.

4.5 Collection Vehicles: Vendor is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.

4.6 Customer Service Standards: All complaints received by the vendor or the County shall be addressed by 6 PM the following day. The vendor shall maintain a daily log of all complaints received and time that complaint was resolved. The vendor

shall provide a monthly report to the County, which will include copies of the daily reports for the prior month.

4.7 Customer Service Center: The vendor will operate and maintain a Customer Service Center with the following minimum standards:

4.7.1 Open between the hours of 8:00 AM and 5:00 PM, Monday through Friday, during such time calls must be answered by a Customer Service Representative.

4.7.2 During all other times, calls to the Customer Service Center will be received by an answering service or machine.

4.7.3 The vendor should implement procedures approved by Brantley County whereby complaints can be received via fax, e-mail and website and phone calls.

4.8 Routing and Software Requirements: The vendor shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the Brantley County carbon footprint. Prior to service implementation, the vendor must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables Brantley County to display on its website.

4.9 Collection Routes: The vendor shall further establish routes for the collection of solid waste. The vendor's collection schedule and collection routes shall be filed with Brantley County.

4.10 Collection Route Schedule: The vendor shall establish with Brantley County schedule addressing the days of the week each collection shall be executed. This schedule will not vary, or change without the written permission of Brantley County, except in situations as allowed in other passages of these specifications (for example, holiday schedule, etc.).

No collection shall be made before 7:00 AM or after 7:00 PM, except by express authorization of Brantley County. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.

4.11 Personnel: All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program.

The Sanitation Services Company shall ensure the following, regarding personnel:

- Must be in a company uniform (shirt, at least), to be defined by the vendor in the bid submittal and must be recognizable as representative of the vendor's company. The uniform must be maintained, clean, and in good repair.
- Personnel must maintain a clean appearance.
- The vendor must maintain a courteous demeanor when dealing with the residents and businesses of Brantley County.
- At no time will the vendor or its personnel search through the garbage that is collected in Brantley County.

4.13 Cleanliness: In the collection of solid waste, the vendor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The vendor will not be allowed to transfer solid waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of Brantley County and need to dispose their loads into a larger vehicle. In addition, the vendor will not be allowed to store containers of any kind in common areas or in Brantley County right-of-way. If an unsightly or unsanitary condition results from an action of the vendor, the vendor shall respond within four (4) hours of receipt to the satisfaction of Brantley County.

4.14 County Owned Facilities: The vendor will be required to provide solid waste collection services to all Brantley County owned facilities and designated special events at no additional cost to Brantley County. Said trash containers will be emptied once per week, or as requested by Brantley County. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service. Additional locations may be added as needed by the County.

4.15 Communications and Reporting: Vendor shall provide an internet/e-mail-based system for the communication of all service requests from Brantley County customer service representatives to the vendor. All requests shall be tracked, recorded, and reported monthly showing the date, type, and resolution of each request.

4.16 Billing & Payments: The County will be responsible for billing each resident.

4.17 Dispute Resolution: Any dispute between County and Vendor, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of Brantley County.

SECTION 5 – SUBMISSION FORMS

5.1 The following forms must be included with each Bidders submission.

1. Execution of proposal
2. Non-Collusion Affidavit
3. Addenda Acknowledgment
4. Georgia Security and Immigration Compliance Act Affidavit
5. Proposal Pricing Form (*must complete both forms*)

EXECUTION OF PROPOSAL

DATE: _____

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

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

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

_____ That all labor costs associated with this project have been determined & detailed in the proposal, including all direct and indirect costs.

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

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

Typed Name & Title

ADDENDA ACKNOWLEDGEMENT

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

Addendum No. _____
Addendum No _____
Addendum No. _____
Addendum No. _____

(Print or Type) Authorized Representative (Signature) _____ (Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT**

Proposal for Curbside Collection Services – County bills customers (cost and rates must include all fees, charges, and surcharges.)

80 Gallon (at a minimum) Cart

Once per week, per unit, per month, for residential curbside **garbage** collection

\$ _____

Rate per month, per additional unit

\$ _____

Transfer Station Trash Removal

Roll off containers removed from Transfer Station on a routine basis. Transfer Station is open Thursday thru Saturday.

Rate per Roll off container

\$ _____

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid

STATE OF _____

COUNTY OF _____

Company Name, Address, City and State

Owner, Partner or Officer of Firm:

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of Brantley County or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of Brantley County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

Subscribed and sworn to me before this day of _____, 20____.

Notary Public